



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Monday, September 09, 2024 at 6:00 PM

108 West Main Street and Virtually

To access meeting from any device: <https://global.gotomeeting.com/join/671034949>

Or by (Toll Free): 1 866 899 4679 | Access Code: 671-034-949

1. RECORDING OF THE MEETING

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. MEETING GUIDELINES

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

6. ESTABLISHMENT OF A QUORUM

7. DISCLOSURE OF ANY CONFLICT OF INTEREST

8. CHANGES TO AGENDA

9. 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.

10. CONSENT AGENDA

Items included in the consent agenda will be denoted with an asterisk (). All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and placed on the active agenda to be discussed and approved separately.*

11. APPROVAL OF MINUTES

- [a.](#) *Approval of Board Trustees Meeting Minutes from August 12, 2024

12. APPROVAL OF BILLS

- [a.](#) *Approval of Invoices Presented for Payment \$74,302.29
- [b.](#) *Post-Board Packet bills for approval within 30 days of receipt, per Local Government Prompt Payment Act (50 ILCS 5051)

13. PRESIDENT

- [a.](#) PRESIDENT'S MONTHLY REPORT

14. CLERK'S REPORT

15. TREASURER'S REPORT

- [a.](#) September Treasurer's Report

16. ADMINISTRATIVE REPORTS

- [a.](#) Chief of Police Monthly Statistics Report
- [b.](#) Fehr-Graham – Engineering Report
- [c.](#) Code Enforcement & Building Officer Monthly Report
- [d.](#) Public Works Monthly Water Usage and Production Reports
- [e.](#) Village Administrator Monthly Report

17. QUESTIONS FROM TRUSTEES/STAFF

18. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

- [a.](#) Resolution Approving Pay Application No. 1 For The 2024 MFT Project
- [b.](#) Resolution Authorizing the Execution of a Professional Services Agreement with Fehr-Graham for Engineering Services Related to the Westfield Box Culvert and Stormwater Management Assessment
- [c.](#) Resolution Approving the Engineering Services for the S. Church St and Goodling St Water Main Looping Project
- [d.](#) Resolution for Large Meter Purchase from Midwest Meter

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

- [a.](#) * Ordinance Regulating Rummage, Yard, or Garage Sale Sales within the Village of Winnebago
- [b.](#) * Ordinance Adopting Driveway/Sidewalk Permit Process

20. POLICE COMMITTEE/REPORTS/REQUESTS

- [a.](#) * Road Closure: Winnebago Area Chamber of Commerce Trunk or Treat Event

21. FINANCE COMMITTEE/REPORTS/REQUESTS

22. LIQUOR COMMITTEE/REPORTS/REQUESTS

23. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

- a.** An Ordinance Adopting Updates to the Personnel Policy of The Village of Winnebago, Illinois

24. ZONING COMMISSION/REPORTS/REQUESTS

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

- a.** Sale of Village Property

26. NEW BUSINESS

- a.** FY25 Road Salt Purchase

27. TABLED/DEFERRED ITEMS

UPCOMING MEETINGS

28. ADJOURNMENT

Posted: September 5, 2024 at 3:45 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491
/s/ Kellie Symonds, Deputy Clerk

The Board of Trustees of the Village of Winnebago met in person August 12, 2024, at 6:00 P.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: KIM - LEFEVRE - PITNEY - SMITH -present
ACKERMAN –MCKINNON absent

Guests in person: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Sergeant Nick Haff, Public Works Director Chad Insko, Treasurer Dana Novinson, Deputy Clerk Kellie Symonds, Kim Johnson, Eric Paige, and Joe McGraw. Fehr Graham Engineer Luke Ziegler attended remotely and left at 6:21 p.m.

A quorum was established.

No conflict of interest was noted.

11. PUBLIC COMMENT

Kim Johnson addressed the Board to complain about the water on July 11, 2024. She explained that residences complying with the Village requirement to empty their sump pumps outside is causing an issue. She feels the water should be emptied on flat land and not into the ditch. The President explained that Mr. Insko is working on the issue.

12. PRESENTATION

Former Judge Joe McGraw explained he is running for Congressman of 17th District. He explained that at the end of his time as a Judge there was an uptick in crime which he feels is directly related to open borders. He also feels the fentanyl increase has directly changed the situation, feels if the borders are closed it will stop the flow of fentanyl. He also stated today the cost of debt service nationally is greater than the amount spent on the military.

12. CONSENT AGENDA

A motion was made by MR. LEFEVRE, seconded by MR. SMITH to approve the Consent Agenda items. Motion carried on a unanimous roll call vote of those present.

13. APPROVAL OF MINUTES:

- a. Approval of Board of Trustees Meeting Minutes from July 08, 2024

14. APPROVAL OF BILLS

- a. Approval of Invoices Presented for Payment - \$129,531.19 (includes invoices over \$5,000 = \$95,058.52)
- b. Post-Board Packet bills for approval within 30 days of receipt, per Local Government Prompt Payment Act (50 ILCS 5051) – NONE

20. PUBLIC WORKS COMMITTEE/REPORT/REQUESTS

- a. 2024- 14 - ORDINANCE TO SET THE MINIMUM AND MAXIMUM SETBACK ZONE PROVISION TO PRESERVE THE QUALITY AND QUANTITY OF GROUNDWATER RESOURCES

22. POLICE COMMITTEE/REPORTS/REQUEST

- a. 2024-15 - ORDINANCE AMENDING ORDINANCE No. 2023-09 PROVIDING FOR THE USE AND OPERATION OF UTILITY TERRAIN VEHICLES (UTV'S) WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WINNEBAGO, ILLINOIS

- b. 2024-16-ORDINANCE AMENDING ORDINANCE NO. 76-5 TO UPDATE BURNING REGULATIONS AND FINES
 - 24. LIQUOR COMMITTEE/REPORTS/REQUESTS
 - a. 2024-17 - ORDINANCE AMENDING ORDINANCE NO 2024-06 TO ALLOW FOR ALCOHOL ON PEDAL BUSES IN ACCORDANCE WITH ARTICLE IX, SECTION 9 OF THE VILLAGE'S LIQUOR ORDINANCE
- 15. PRESIDENT
 - a. The President's Report was included in the packet.
- 16. CLERK'S REPORT
 - a. The 2025 Consolidated Election will be April 1, 2025, petitions can be circulated beginning August 20, 2024, and can be picked up at the Village Office or the County Clerk's Office. The open positions are Village President, Village Clerk, three 4-year Trustees, and one 2-year Trustee.
- 17. TREASURER'S REPORT
 - b. The July Treasurer's Report was included in the provided in the packet.
- 18. QUESTIONS FROM TRUSTEES/STAFF - There were no questions from Trustees or Staff
- 19. ADMINISTRATIVE REPORTS were included in the packet.
- 21. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE/PLANNING & ZONING/4TH OF JULY
 - a. Sale of Village Property will be discussed in closed session
- 23. FINANCE COMMITTEE/REPORTS/REQUESTS – No items for discussion.
- 25. ADMINISTRATIVE TEAM/REPORTS/REQUESTS
 - a. A motion was made by MR. LEFEVRE, seconded by MR. PITNEY to adopt Resolution 2024-19R A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE STATEMENT OF WORK FOR PROFESSIONAL SERVICES FOR THE CODIFICATION OF THE VILLAGE OF WINNEBAGO UNIFIED DEVELOPMENT ORDINANCE (UDO) AND AUTHORIZING VILLAGE ADMINISTRATOR TO SIGN AGREEMENT RE: SAME. Motion carried on a unanimous roll call vote of those present.
 - b. After discussion a motion was made by MR. LEFEVRE, seconded by MR. PITNEY to adopt Resolution 2024-20R A RESOLUTION AUTHORIZING THE ENGAGEMENT OF A CONSULTANT FOR THE CREATION OF A STRATEGIC PLAN FOR THE VILLAGE OF WINNEBAGO. The agreement will be Northern Illinois University at a cost of \$19,900. Motion carried on a unanimous roll call vote of those present.
- 26. ZONING COMMISSION/REPORTS/REQUESTS
 - a. A motion was made by MR. PITNEY, seconded by MR. KIM to adopt Ordinance 2024-18 AN ORDINANCE OF TEXT AMENDMENT TO UNIFIED DEVELOPMENT ORDINANCE TO CONFIRM PERMITTED USE DISTRICT FOR FUNERAL HOMES, TO ADD CREMATORY AS SPECIAL PERMITTED USE UNDER DISTRICT NO. 3 – GENERAL BUSINESS DISTRICT, AND TO AMEND LAND USES CHART IN ARTICLE 6 TO COMPORT WITH SAME. Motion carried on a unanimous roll call vote of those present.

28. NEW BUSINESS – No items for discussion

27. EXECUTIVE SESSION (CLOSED SESSION) Pursuant to 5ILCS 120/2(c)(6)

A motion was made by MR. LEFEVRE, seconded by MR. SMITH to go into closed session at 6:38 p.m. In attendance will be the Trustees, President Eubank, Village Clerk, Public Works Director Chad Insko, and Attorney Mary Gaziano, Village Administrator Joseph Dienberg. Motion carried on a unanimous roll call vote of those present.

The same group returned to Regular Session at 7:13 p.m.

A motion was made by MR. LEFEVRE, seconded by MR. SMITH to have the Village Administrator get an updated appraisal of Lots 2 and 3 in the Highlands. Motion carried on a unanimous roll call vote of those present.

A motion was made by MR. KIM, seconded by MR. LEFEVRE to adjourn at 7:14 p.m. Motion carried on a voice vote.

DRAFT – UNAPPROVED

Sally Jo Huggins, Village Clerk

Warrant List

September 9, 2024

Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - \$ 74,302.29

Section 2: Invoices over \$5,000 - \$ 37,448.94

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

Invoices Presented

For Board Approval

Total Invoices: \$ 74,302.29

9/03/2024 10:51 AM

A/P HISTORY CHECK REPORT

Section 12. Item #a.

VENDOR SET: 01 Village of Winnebago, IL

BANK: * ALL BANKS

DATE RANGE: 9/09/2024 THRU 9/09/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000668	LOCIS							
C-CHECK	LOCIS	VOIDED V	9/09/2024			026065		7,980.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS 0.00 VOID CREDITS 7,980.00CR	7,980.00CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	7,980.00CR	0.00	0.00
BANK: *		TOTALS:	1	7,980.00CR	0.00	0.00

9/03/2024 10:51 AM

A/P HISTORY CHECK REPORT

Section 12. Item #a.

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 9/09/2024 THRU 9/09/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
016055	AIRGAS USA, LLC D/B/A ENCOMPAS							
I-5509519045	CYLINDER RENTAL	R	9/09/2024	24.93		026048		24.93
000075	AUTUMN SUPPLY							
I-016671	BRAG BOX WIPES, SAFETY GLASSES	R	9/09/2024	225.73		026049		225.73
000108	BADGER METER INC							
I-80167072	MODULE UNITS, ORION CELL UNITS	R	9/09/2024	1,874.70		026050		1,874.70
000672	BOWEN'S CARPET DRY							
I-INV-164716	VILLAGE HALL CARPET CLEANING	R	9/09/2024	408.46		026051		408.46
000367	CITY OF ROCKFORD							
I-75003758	WATER ANALYSIS	R	9/09/2024	120.00		026052		120.00
000619	CIVICPLUS, LLC							
I-314491	CODIFICATION	R	9/09/2024	2,995.00		026053		2,995.00
000100	CONSERV FS							
I-108024591	FUEL	R	9/09/2024	1,003.00		026054		
I-108024592	FUEL	R	9/09/2024	311.10		026054		1,314.10
000460	CORE & MAIN LP							
I-V362250	TEE MOLDED, SNAP END CAP	R	9/09/2024	475.38		026055		
I-V364923	LAYFLAT CAMS, SUCTION CAMS	R	9/09/2024	327.00		026055		
I-V396549	BUTYL MASTIC ROLL 14'6"	R	9/09/2024	458.72		026055		
I-V399642	INLINE DRN W/ GRATE	R	9/09/2024	682.88		026055		
I-V440426	AASHTO STIB PERF/SOC	R	9/09/2024	819.00		026055		2,762.98
000062	DENNY'S TOWING & AUTOMOTIVE							
I-90682	AIR FILTER AND A/C CHECK	R	9/09/2024	633.60		026056		633.60
000038	DIAMOND PROPERTY MAINTENANCE,							
I-24043	JULY CLEANING	R	9/09/2024	160.00		026057		160.00
000024	FEHR-GRAHAM & ASSOCIATES							
I-124668 PRJ:24-125	2024 GEN ENGINEERING	R	9/09/2024	2,869.00		026058		
I-124669 PRJ:24-1255	CUNNINGHAM WATER MAIN REPLACE	R	9/09/2024	5,912.50		026058		
I-124670 PRJ:24-271A	24 MFT ROADWAY CONSTRUCTION	R	9/09/2024	10,074.25		026058		18,855.75
016040	FERGUSON WATER WORKS SUPPLY							
I-0483996-6	MINN CURB REP, PENT PLUG	R	9/09/2024	139.91		026059		139.91

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A/P HISTORY CHECK REPORT

Section 12. Item #a.

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BANK: AP AP BANK

DATE RANGE: 9/09/2024 THRU 9/09/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000546	FURST STAFFING							
I-2000077241	BABLER: WEEK ENDING 7/28/24	R	9/09/2024	819.23		026060		
I-2000077294	BABLER: WEEK ENDING 8/4/24	R	9/09/2024	590.92		026060		
I-2000077342	BABLER: WEEK ENDING 8/11/24	R	9/09/2024	832.66		026060		
I-2000077448	BABLER: WEEK ENDING 8/18/24	R	9/09/2024	362.61		026060		2,605.42
000536	GILL'S FREEPORT DISPOSAL							
I-23163982T087	AUGUST GARBAGE SERVICE	R	9/09/2024	18,593.19		026061		18,593.19
000343	LEADSONLINE							
I-413753	INVESTIGATION SERVICE PKG	R	9/09/2024	1,749.00		026062		1,749.00
000412	LEXISNEXIS RISK DATA MANAGEMEN							
I-1351314-20240731	JULY CONTRACT FEE	R	9/09/2024	42.00		026063		42.00
000358	LINCOLN RENTAL & SALES							
I-506954	WHEEL GEAR AND LABOR	R	9/09/2024	71.95		026064		
I-507295	BAR 24", CHAIN 24"	R	9/09/2024	1,277.99		026064		1,349.94
000668	LOCIS							
I-47198.2	2/2 INITIAL SETUP AGREEMENT	V	9/09/2024	6,500.00		026065		
I-47527	ONSITE TRAINING 8/9 UTIL BILL	V	9/09/2024	740.00		026065		
I-47565	ONSITE TRAINING 8/13 GEN	V	9/09/2024	740.00		026065		7,980.00
000668	LOCIS							
M-CHECK	LOCIS	VOIDED	V	9/09/2024		026065		7,980.00CR
000639	LRS, LLC							
I-PS617126	MEMORIAL PARK RENTAL 8/23-9/19	R	9/09/2024	137.50		026066		137.50
000731	MENARDS - CHERRY VALLEY							
I-61501	VINYL TUBING	R	9/09/2024	15.99		026067		
I-62686	CABLE TIES, TISSUE,PAPER TOWEL	R	9/09/2024	182.21		026067		198.20
000010	MERIDIAN IMPLEMENT COMPANY							
I-01-211187	B&S-SWITCH, IGNITION	R	9/09/2024	42.91		026068		42.91
000288	MOTOROLA SOLUTIONS, INC. STARC							
I-8166520240102	STARCOM-ADDED RADIO	R	9/09/2024	130.00		026069		130.00
000035	NAPA AUTO PARTS							
I-665352	SPIN ON FLUID FILTER	R	9/09/2024	77.94		026070		77.94

9/03/2024 10:51 AM

A/P HISTORY CHECK REPORT

Section 12. Item #a.

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BANK: AP AP BANK

DATE RANGE: 9/09/2024 THRU 9/09/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000298	PACE ANALYTICAL SERVICES, LLC							
I-247213679	NITRATE AS N BY IC	R	9/09/2024	20.50		026071		
I-247214247	FLUORIDE BY PROBE	R	9/09/2024	114.00		026071		
I-247214712	DISINFECTANT BYPRODUCTS PKG	R	9/09/2024	133.90		026071		268.40
016054	PDC PRECISION DRIVE AND CONTRO							
I-3452468	PUSHBUTTON ASSEMBLY MOUNT	R	9/09/2024	406.26		026072		406.26
000245	PEABODY'S NORTH, INC.							
I-21963P	BLADES	R	9/09/2024	82.89		026073		
I-22140P	BOLTS	R	9/09/2024	99.79		026073		182.68
000416	PHILS POWER PLUS							
I-69647	2024 SILVERADO	R	9/09/2024	55.00		026074		55.00
000582	POLLARDWATER							
I-0266078	INJECTION VALVE PV/T/C	R	9/09/2024	1,517.77		026075		1,517.77
000051	POSTMASTER							
I-202408232497	POSTAGE FOR WATER	R	9/09/2024	750.00		026076		750.00
000428	R K DIXON							
I-IN5376615	METERED PRINTING	R	9/09/2024	716.82		026077		716.82
000640	ROCK RIVER BLOCK							
C-0824	WECD DEDUCTIBLE	R	9/09/2024	108.59CR		026078		
I-776820	WINDOW SWITCH, OIL CHANGE	R	9/09/2024	206.08		026078		97.49
000291	ROCK VALLEY CULLIGAN							
I-0668034	COOLER RENTAL AUGUST 24	R	9/09/2024	43.45		026079		43.45
000422	ROCKFORD INFORMATION TECHNOLOG							
I-38943	ACRONIS CLOUD BACKUP JULY 24	R	9/09/2024	60.00		026080		
I-38948	DATTO CLOUD BACKUP JULY 24	R	9/09/2024	140.00		026080		
I-38950	REMOTE MONITORING JULY 24	R	9/09/2024	127.00		026080		
I-39097	AUGUST ACRONIS CLOUD BACKUP	R	9/09/2024	60.00		026080		
I-39102	AUGUST DATTO CLOUD	R	9/09/2024	140.00		026080		
I-39104	AUG REMOTE MONITORING	R	9/09/2024	127.00		026080		654.00
000033	ROGERS READY MIX & MATERIALS							
I-322372	SEWER BEDDING	R	9/09/2024	421.77		026081		421.77
000673	ROSCOE GLASS COMPANY							
I-45794	FRONT DOOR GLASS REPLACEMENT	R	9/09/2024	332.94		026082		332.94

9/03/2024 10:51 AM

A/P HISTORY CHECK REPORT

Section 12. Item #a.

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 9/09/2024 THRU 9/09/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
016017	RUSH POWER SYSTEMS LLC							
I-12504	PM SERVICES LEVEL 2	R	9/09/2024	2,784.00		026083		2,784.00
000418	SECURITY ALARM							
I-144902	MONITORING W/ LEASED RF	R	9/09/2024	120.00		026084		120.00
000471	SOSNOWSKI SZETO, LLP							
I-12914	ADMIN HEARINGS	R	9/09/2024	264.00		026085		264.00
000260	STRAND ASSOCIATES, INC.							
I-0214247 PJ3736.008	SOURCE WATER PROTECTION PLAN	R	9/09/2024	4,910.00		026086		4,910.00
000825	SULLIVAN'S FOODS							
I-202408232496	JULY STATEMENT	R	9/09/2024	104.36		026087		104.36
016032	TYLER TECHNOLOGIES							
C-025-477168	CR FOR PRORATING	R	9/09/2024	9,970.15CR		026088		
I-025-472896	ANNUAL FEES ERP PRO 9	R	9/09/2024	13,293.53		026088		3,323.38
000411	UNIFORM DEN EAST INC							
C-25802	CREDIT	R	9/09/2024	0.30CR		026089		
I-93096	PANTS, JACKET-SPELMAN	R	9/09/2024	262.40		026089		262.10
001004	VILLAGE OF WINNEBAGO							
I-03-4204-01 AUG 24	600 W SOPER ST	R	9/09/2024	72.76		026090		
I-03-5350-00 AUG 24	104 W MAIN ST	R	9/09/2024	88.61		026090		
I-03-5380-00 AUG 24	108 W MAIN ST	R	9/09/2024	13.55		026090		
I-07-1467-00 AUG 24	400 E MCNAIR RD WELL #3	R	9/09/2024	19.35		026090		194.27
000623	WANLESS BROTHERS MOVING & STOR							
I-7615	AUGUST STORAGE/JULY ACTIVITY	R	9/09/2024	72.50		026091		72.50
000222	WEST SIDE TRACTOR SALES							
I-226501	OIL AND FILTER ELEMENTS	R	9/09/2024	266.78		026092		266.78
000616	XEROX FINANCIAL SERVICES							
I-5754337	MAY CONTRACT PAYMENT	R	9/09/2024	316.53		026093		
I-6156418	AUGUST CONTRACT PAYMENT	R	9/09/2024	316.53		026093		633.06
000668	LOCIS							
I-47527.1	ONSITE TRAINING 8/9 UTIL BILL	R	9/09/2024	740.00		026096		
I-47565.1	ONSITE TRAINING 8/13 GEN	R	9/09/2024	740.00		026096		1,480.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	46	82,282.29	0.00	74,302.29
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	7,980.00CR	7,980.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	46	74,302.29	0.00	74,302.29
BANK: AP TOTALS:	46	74,302.29	0.00	74,302.29
REPORT TOTALS:	46	74,302.29	0.00	74,302.29

SECTION 2:

WARRANT LIST

Invoices Over \$5,000

\$ 37,448.94

These invoices are included in the
Section 1 Warrant List

9/03/2024 10:57 AM

A/P HISTORY CHECK REPORT

Section 12. Item #a.

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 9/09/2024 THRU 9/09/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000024	FEHR-GRAHAM & ASSOCIATES							
	I-124668 PRJ:24-125 2024 GEN ENGINEERING	R	9/09/2024	2,869.00		026058		
	I-124669 PRJ:24-1255 CUNNINGHAM WATER MAIN REPLACE	R	9/09/2024	5,912.50		026058		
	I-124670 PRJ:24-271A 24 MFT ROADWAY CONSTRUCTION	R	9/09/2024	10,074.25		026058		18,855.75
000536	GILL'S FREEPORT DISPOSAL							
	I-23163982T087 AUGUST GARBAGE SERVICE	R	9/09/2024	18,593.19		026061		18,593.19
000668	LOCIS							
	I-47198.2 2/2 INITIAL SETUP AGREEMENT	V	9/09/2024	6,500.00		026065		
	I-47527 ONSITE TRAINING 8/9 UTIL BILL	V	9/09/2024	740.00		026065		
	I-47565 ONSITE TRAINING 8/13 GEN	V	9/09/2024	740.00		026065		7,980.00
000668	LOCIS							
	M-CHECK LOCIS	VOIDED	V 9/09/2024			026065		7,980.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	45,428.94	0.00	37,448.94
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	7,980.00CR	7,980.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	2	37,448.94	0.00	37,448.94
BANK: AP TOTALS:	2	37,448.94	0.00	37,448.94
REPORT TOTALS:	2	37,448.94	0.00	37,448.94

September 9, 2024 PRESIDENT'S REPORT

Spent the month of August reviewing and responding to various email messages and reviewing information from Illinois Municipal League (IML), updates from the State of Illinois, and updates from Northcog/Region 1 Planning.

Discussion with trustees/employees various times during the month of August.

August 1, 2024 – meeting with Village Administrator, Joey Dienberg, to discuss various village issues and past six (6) months of employment.

August 12, 2024 – Attended and led Village Board meeting.

Treasurer's Report

September 9, 2024

Board Meeting

Cash Reports

Section 1: Cash Balances as of July 31, 2024

Monthly Cash Flow Report

Credit Card Statement Recap

Bank Reconciliations Revised Jan 2024 through June 2024

Bank Reconciliations July 2024

Budget Details

Section 2: Revenue & Expenditures Report as of 08/31/24

Line-Item Transfers

Section 3: Proposed Line-Item Transfers - 0

Construction in Progress & other Tracking

Section 4: ComEd Utility Tax Tracking

Sullivan's Tax Rebate Tracking

Large Project Tracking

Grant Tracking

Village Debt

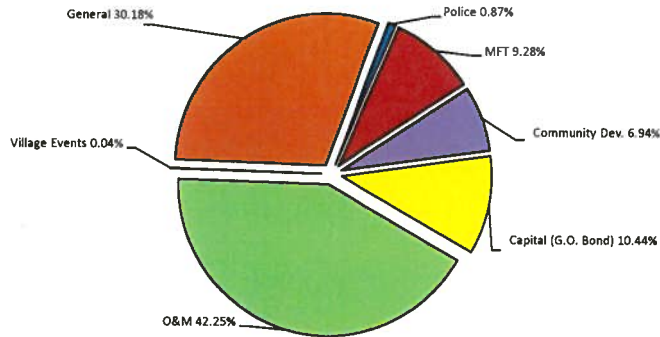
Village Revenue

SECTION 1:

CASH REPORTS

Cash Balances as of July 31, 2024
Monthly Cash Flow Report as of July 31, 2024
Credit Card Statement Recap
Bank Reconciliations
Revised January 2024 Through June 2024
Bank Reconciliations
July 2024

**Cash Balances & Sinking Funds
July 2024**



General Fund		Ending Balance
First National Bank	\$	287,548.37
Illinois National Bank	\$	1,000.00
Illinois Funds - General	\$	1,519,964.53
General subtotal	\$	1,808,512.90

Police		
Illinois Funds-Police	\$	49,548.00
Illinois National Bank	\$	796.42
General subtotal	\$	50,344.42

Motor Fuel Tax Fund		
First National Bank	\$	40,797.55
Illinois Funds	\$	482,207.49
General subtotal	\$	523,005.04

Community Development Fund		
First National Bank	\$	284,373.74

Capital Fund/Strategic Reserves		
Illinois Funds	\$	356,124.18
First National Holding	\$	250,000.00
General subtotal	\$	606,124.18

Operations and Maintenance		
First National Bank	\$	232,310.48
Illinois National Bank	\$	1,000.00
Illinois Funds	\$	2,050,172.01
General subtotal	\$	2,283,482.49

Village Events (4th of July)		
First National Bank	\$	4,348.09

Sinking Funds		
Admin	\$	21,450.00
Streets Equipment	\$	64,850.50
Street Project Fund	\$	100,000.00
	\$	186,300.50

Sinking Funds		
Police Cannabis	\$	25,000.00

Sinking Funds		
MFT	\$	30,346.63

Sinking Funds		
Park Equipment	\$	2,000.00

Sinking Funds		
O&M Equipment	\$	21,765.08

General	32.53%
Police	0.91%
MFT	9.41%
Community Dev.	5.11%
Capital (G.O. Bond)	10.90%
O&M	41.07%
Village Events	0.08%

JD Wheel Loader was calculated with the \$45K
2023 offset, then dump truck at full price

This is the budget for engineering

Cash subtotals	\$	5,560,190.86
Sinking Funds (committed)	\$	(265,412.21)
Grand Total	\$	5,294,778.65

VILLAGE OF WINNEBAGO

CASH FLOW REPORT

July 2024

Fund #	Fund Name	Total Beginning Fund Balance	MTD Cash Revenue	MTD Cash Expenses	Total Jul 31	Monthly Net Change Due to Accrual Dates	Ending Balance	Board Approved/Obligated	Available Funds
01	General	1,917,008.48	156,831.76	(194,763.97)	1,879,076.27	(15,860.42)	1,859,215.85	(124,047.12)	1,735,168.73
15	MFT	509,931.31	13,629.23	(10,074.25)	513,486.29	9,518.75	523,005.04	(17,097.74)	496,388.55
17	Community Development	274,584.58	23,307.28	(14,818.28)	283,073.58	1,300.16	284,373.74	(16,500.00)	267,873.74
24	Strategic Reserves	354,503.79	1,620.39	-	356,124.18	-	356,124.18	-	349,752.01
51	RRWRD Escrow	250,000.00	-	-	250,000.00	-	250,000.00	-	250,000.00
51	Operations & Maint	2,238,290.35	171,444.49	(46,166.45)	2,363,568.39	(79,218.28)	2,284,350.11	-	2,284,350.11
90	Village Events (4th of July)	4,284.77	9,063.32	(9,000.00)	4,348.09	-	4,348.09	-	4,348.09
		5,548,603.28	375,896.47	(274,822.95)	5,649,676.80	(88,259.79)	5,561,417.01	(157,644.86)	5,387,881.23

Section 15. Item #a.

CARDMEMBER SERVICES COMMUNITY CARD

Monthly Activity

Acct: **7296
07/03/2024- 08/01/2024

Rewards Balance: \$ -

Date	Invoice	Account	Description	Total Invoice	RECEIPT & Signature
Kellie Symonds					
7/23/2024	AMAZON	01-41-659	PAPER TOWEL REFUND:NEVER RECEIVED	\$ (39.99)	X
7/2/2024	ADOBE	01-41-561	ADOBE LICENSE:DEPUTY CLERK	\$ 21.24	X
7/2/2024	HOBBY LOBBY	17-47-658	4TH OF JULY DÉCOR	\$ 105.40	X
7/5/2024	AMAZON	01-41-659	MISC OFFICE SUPPLIES	\$ 46.17	X
7/5/2024	AMAZON	01-41-659	MISC OFFICE SUPPLIES	\$ 132.93	X
7/6/2024	ADOBE	01-41-561	ADOBE LICENSE: VILLAGE	\$ 50.98	X
7/9/2024	USPS	01-41-551	FIRST CLASS MAIL	\$ 3.31	X
7/16/2024	MICROSOFT	01-41-593	AZURE INFO PROTECT	\$ 20.00	X
7/17/2024	MICROSOFT	01-41-593	EXCHANGE ONLINE	\$ 40.00	X
7/17/2024	MICROSOFT	01-41-593	MICROSOFT 365	\$ 26.82	X
7/17/2024	MICROSOFT	01-41-593	OFFICE 365	\$ 100.05	X
7/17/2024	MICROSOFT	01-41-593	ONLINE SERVICES	\$ 6.00	X
7/17/2024	MICROSOFT	01-41-593	SUBSCRIPTION CHARGE	\$ 310.89	X
7/23/2024	AMAZON	01-41-659	DIVIDERS & MECHANICAL PENCILS	\$ 20.80	X
7/25/2024	AMAZON	01-41-659	BLANK SHIPPING LABELS	\$ 27.26	X
7/27/2024	AMAZON	01-41-659	PAPER TOWELS, VACUUM BAGS, STIR STRAWS	\$ 72.38	X
7/27/2024	AMAZON	01-41-659	AA BATTERIES, KEYBOARD & MOUSE	\$ 54.58	X
7/28/2024	AMAZON	01-41-659	FILING BOXES, INK CARTRIDGE	\$ 132.87	X
		51-45-659	INK CARTRIDGE	\$ 51.45	
7/29/2024	GOTOMEETING	01-41-530	JULY STATEMENT	\$ 123.38	X
Total				\$ 1,306.62	

Jeff White

7/3/2024	SCHNUCKS	01-43-658	RETIREMENT OPEN HOUSE REFRESHMENTS	\$ 100.80	X
7/3/2024	SAMSLUB.COM	01-43-658	RETIREMENT OPEN HOUSE REFRESHMENTS	\$ 97.75	X
7/17/2024	EBAY	01-43-520	SWITCH FRONT LEFT MOTORCRAFT	\$ 117.34	X
7/18/2024	BOVES AUTO & TRUCK	01-43-520	NEW TIRE, BALANCE, OIL CHANGE	\$ 96.90	X
7/19/2024	BOVES AUTO & TRUCK	01-43-520	OIL CHANGE	\$ 115.52	X
7/18/2024	AXON	01-43-563	TASER INSTRUCTOR COURSE X2	\$ 990.00	X
7/31/2024	USPS	01-43-551	FIRST CLASS MAIL	\$ 5.58	X
Total				\$ 1,523.89	

Chad Insko

Total \$ -

Joseph Dienberg

7/8/2024	SULLIVANS	01-41-560	JIMMY 25TH ANN/ RANDY RETIREMENT	\$ 126.94	X
7/8/2024	OPSAHLS TAVERN & PIZZA	01-41-560	JIMMY ANNIVERSARY LUNCHEON	\$ 55.35	X
7/16/2024	ILLINOIS CITY COUNCIL	01-41-561	ILCMA MEMBERSHIP	\$ 222.50	X
Total				\$ 404.79	

Combined Total \$ 3,235.30

BANK RECONCILIATION REVISED

January 2024	Fund 99	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 41	Fund 51	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Strategic Reserve	G.O Bond	O & M	4th of July
Bank Balances:									
First National Bank	9,132.12	155,057.02		63,415.67	355,717.97		1,923.79	282,885.12	8,715.84
Illinois Funds		1,467,377.66	44,058.65	408,151.21		346,666.79		1,743,685.61	
EPAY (INB)		989.93	755.80					1,000.00	
Sweep Accounts							200,000.00		
Subtotals	9,132.12	1,623,424.61	44,814.45	471,566.88	355,717.97	346,666.79	201,923.79	2,027,570.73	8,715.84
Bank Adjustments:									
Disbursing Interest - Dec Interest was not transferred until June 24									
Disbursing Interest - Deposit in Transit Jan Interest	(247.64)	247.64							
Permits in transit #23-72 - Bank Transfer Wrg	(457.47)	457.47							
Transferred \$750.00 S/B \$150.00 - Nov		(75.00)			75.00				
Permit # 23-56 in G/L - Not in Bank - Sept		(75.00)			75.00				
Permit #23-50 in G/L - Not in Bank - Sept		(150.00)			150.00				
Permit #23-80 in G/L - Deposited to wrong account					75.00				
Tower Rent not Transferred in Bank - Dec 23								(75.00)	
Check #2676 on books, bank in Feb - This was a Nov. 23 Ck	(1,650.00)	412.50			825.00			412.50	
Transfer for PW vehicle-TRANF 2/23/24								67.91	
Transfer for PW vehicle		(57,750.00)						57,750.00	
Overdraft fee duplicated and removed. It is still due to Disburs	34.50	(25,363.00)						25,363.00	
Nov Voided Check not transferred #25567 - Voided in Dec	(30.00)	30.00							
Cannabis Revenue Transferred in Feb 2024		(370.96)	370.96						
Permit 2024-01 - Black Pearl Itinerant - Deposited in Wrg Acct -Corrected 2/2		(200.00)			200.00				
IDOR - Sales Tax Deposit - Cash moved in Feb 2024		(37,989.38)						37,989.38	
Excise Tax - Cash Transferred in Feb 24		(466.04)			466.04				
Sale of 2011 Ford Dmp Truck - Cash not transferred till June		8,250.50						(8,250.50)	
1/3/2024 Payroll Addition Error	(3.00)	3.00							
01/17/24 Payroll Addition Error IMRF Paid Short	(30.00)								
See April for Correction and Notes									
Web Payments - Deposits in Transit									
Web Payments - Deposits in Transit									
Nicor Jan G/L Feb Pmt - Outstanding	(103.86)								
Verizon Jan G/L Feb Pmt - Outstanding	(550.84)								
Outstanding Checks - Prior Months	(50.00)								
Outstanding Chk #25717	(20.00)								
ComEd Outstanding	(3,257.06)								
Comcast Outstanding Jan	(450.48)								
ComEd Invoice Processed Twice Dec & Jan	(22.61)	22.61							
ComEd Invoice Processed Twice Dec & Jan	(267.35)	0.02						267.35	
ComEd Invoices 01/29/24 Processed for incorrect amts	(0.02)								
Nov Error	(26.29)	26.29							
There was a bank transfer from Gen Fund In Nov to "Correct Balance"									
This will be transferred back to Gen Fund in June - G/L JE #6553 & 6941									
Gen Fund Balance									
Adjusted Bank Balance	2,000.00	1,510,400.76	45,185.41	471,566.88	357,584.01	346,666.79	201,923.79	2,142,418.33	8,715.84
General Ledger Beginning Balance	2,000.00	1,510,375.76	45,185.41	471,566.88	357,584.01	346,666.79	201,923.79	2,142,418.33	8,715.84
G/L Adjustments:									
Nov 23 Error Corrected in June 24		25.00							
G/L Final Adjusted Balance	2,000.00	1,510,400.76	45,185.41	471,566.88	357,584.01	346,666.79	201,923.79	2,142,418.33	8,715.84

Discrepancies

0.00

Cash Transferred in June
Cash Transferred in June
JE 6555 - Cash in June
and Bank Transfer in July to Co
Transferred Cash in June

Transferred in Jun 24
Transferred in Mar 24
Transferred in Mar 24
Transferred in Mar 24
Transfer in June 24
Transferred in Mar 24
Transfer in Feb 24
Corrected in Feb 24
Transfer in Feb 24
Corrected in May 24
Transfer in June 24
Transfer in June 24
Transfer in Feb 24
Transfer in Feb 24
Transfer in Feb 24
Transfer in June 24
Transfer in June 24
To Be Corrected in July

BANK RECONCILIATION
REVISED

February 2024

	Fund 99	Fund 01	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 41	Fund 51	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Strategic Reserve	G.O Bond	O & M	4th of July	
Bank Balances:										
First National Bank	12,985.68	94,222.23	56,657.97	362,381.49	200,000.00	358,661.67	1,333.17			
Illinois Funds		1,441,363.23	45,077.81	419,737.45	1,931.46	1,828,697.08				
EPAY (INB)		980.08	745.92			1,000.00				
Sweep Accounts										
Subtotals	12,985.68	1,536,565.54	45,823.73	476,395.42	362,381.49	348,154.41	201,931.46	2,188,358.75	1,333.17	
Bank Adjustments:										
Disbursing Interest - Dec Interest was not transferred until June 24	(247.64)	247.64								Transferred in Jun 24
Disbursing Interest - Deposit in Transit Jan Interest	(457.47)	457.47								Transferred in Mar 24
Disbursing Interest - Deposit in Transit Feb Interest	(222.80)	222.80								Transferred in Mar 24
Permits in transit #23-72 - Bank Transfer Wrg		(75.00)		75.00						Transferred in Mar 24
Transferred \$75.00 S/B \$150.00 - Nov										
Permit # 23-56 in G/L - Not in Bank - Sept		(75.00)		75.00						Transferred in Mar 24
Permit #23-50 in G/L - Not in Bank - Sept		(150.00)		150.00						Transferred in Jun 24
Permit #23-80 in G/L - Deposited to wrong account				75.00				(75.00)		Corrected in Mar 24
Permits #24-006 /24-007 / 24-009 - Deposit in Wrg Acct					(300.00)					Transferred in May 24
Delta Dental Posted in Mar G/L - Feb Bank - Gen Fund	(849.97)	849.97								Corrected in Mar
Delta Dental Posted in Mar G/L - Feb Bank - O & M	(143.04)							143.04		Corrected in Mar
Transfer for PW vehicle From 2023										
Overdraft fee duplicated and removed. It is still due to Disburs	34.50	(25,363.00)								Corrected in May 24
Nov Voided Check not transferred #25567 - Voided in Dec	(30.00)	(34.50)						25,363.00		Transferred in Jun 24
		30.00								Transferred in Jun 24
Sale of 2011 Ford Dmp Truck - Cash not transferred till June		8,250.50						(8,250.50)		Transferred in Jun 24
1/3/2024 Payroll Addition Error IMRF - Trans Too much from Gen Fund	(3.00)	3.00								Transferred in Jun 24
01/17/24 Payroll Addition Error IMRF - Paid Short	(30.00)									To Be Corrected in July
See April for Correction and Notes										
2 A/P Checks Cash not transferred 51.26 / 26.80	79.66									Corrected in June JE 6548655
Web Payments - Deposits in Transit										
Mars Payments - Deposits in Transit										
IVR Payment - Deposit in Transit										
Outstanding Checks - Prior Months	(50.00)									This pmt was NSF in March
Outstanding Chk #25717 Jan	(20.00)									
Outstanding Cks Feb	(2,487.50)									
IMRF Outstanding 02/28/24	(5,132.64)									
ComEd Invoice Processed Twice Dec & Jan	(22.61)	22.61								Corrected in June
ComEd Invoice Processed Twice Dec & Jan	(267.35)									Corrected in June
ComEd Invoices 01/29/24 Processed for incorrect amts	(0.02)	0.02						267.35		Cash Transferred in June
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(495.33)									
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(483.70)									
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(24.09)									
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(5.54)									
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(95.31)									
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(5.54)									
Nov Error	(26.29)	26.29								Transferred in Jun 24
There was a bank transfer from Gen Fund in Nov to "Correct Balance"										
This will be transferred back to Gen Fund in June - G/L JE #65563 & 6941										
Adjusted Bank Balance	2,000.00	1,520,978.34	45,823.73	476,395.42	362,456.49	348,154.41	201,931.46	2,206,487.11	1,633.17	
General Ledger Beginning Balance										
G/L Adjustments:										
Nov 23 Error Corrected in June 24		25.00								
G/L Final Adjusted Balance	2,000.00	1,520,978.34	45,823.73	476,395.42	362,456.49	348,154.41	201,931.46	2,206,487.11	1,633.17	

BANK RECONCILIATION

REVISED

March 2024

Section 15. Item #a.

	Fund 99	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 41	Fund 51	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Strategic Reserve	G.O Bond	O & M	4th of July
Bank Balances:									
First National Bank	24,191.05	102,464.44		56,899.36	365,488.18		-	384,445.24	1,940.75
Illinois Funds		1,486,404.28	45,308.72	432,161.12		349,752.01		1,840,384.35	
EPAY (INB)		1,000.00	736.02				200,000.00	1,000.00	
Sweep Accounts									
Subtotals	24,191.05	1,589,868.72	46,044.74	489,060.48	365,488.18	349,752.01	200,000.00	2,225,829.59	1,940.75
Bank Adjustments:									
Disbursing Interest - Dec Interest was not transferred until June 24	(247.64)	247.64							
Disbursing Interest - Mar Interest	(164.48)	164.48							
Check # 25782 Voided - Cash Transfer in July	(161.22)	161.22							
Telecom Tax - Deposit in Transit		(545.05)			545.05				
Cannabis Tax - Deposit in Transit		(415.01)	415.01						
Sales Tax - Deposit in Transit		(38,180.21)						38,180.21	
Permit #23-50 in G/L - Not in Bank - Sept		(150.00)			150.00				
Permits #24-006 /24-007 / 24-009 - Deposit in Wrg Acct					(300.00)			300.00	
Permit # 24-018 - Deposit in Wrg Acct					(100.00)			100.00	
Gen Fund - Deposit in Transit From INB to IL Funds 03/29/24		75.00							
4th of July Donation Transferred from Wrong Account Mar 2024		(100.00)						100.00	
24-08 Cash was moved in April from O & M to Com Dev		(75.00)			75.00				
Should have been from Gen Fund to Com Dev - Corrected in July									
24-11 Cash was deposited in Gen Fund in Mar - moved in Apr		(75.00)							
The G/L entry wasn't done until April									
Delta Dental Deposit Posted in Apr G/L - Mar Bank - Gen Fund	(993.38)	993.38							
Delta Dental Deposit Posted in Apr G/L - Mar Bank - O&M	(216.12)							216.12	
Payment Draws in Mar									
Transfer for PW vehicle From 2023		(25,363.00)						25,363.00	
Overdraft fee duplicated and removed. It is still due to Disburs	34.50	(34.50)							
Nov Voided Check not transferred #25567 - Voided in Dec	(30.00)	30.00							
Sale of 2011 Ford Dmp Truck - Cash not transferred till June		8,250.50						(8,250.50)	
1/3/2024 Payroll Addition Error	(3.00)	3.00							
01/17/24 Payroll Addition Error IMRF Paid Short	(30.00)								
See April for Correction and Notes									
IMRF - Overfunded									
IMRF Outstanding 03/13/24	(5,303.38)								
IMRF Outstanding 03/27/24	(5,352.68)								
IMRF Duplicate Draw 2X from 2/14/24 on 3/27/24	4,733.42								
IMRF Fractions Feb - April Correction	(0.04)	0.04							
There were additional Errors with IMRF Processing in March/April									
This will all be corrected at one time in April									
IDES Outstanding Q1 Payment	(1,662.97)								
2 AP Checks Cash not transferred 51.26 / 26.80	79.66							(79.66)	
Web Payments - Deposits in Transit								329.76	
Web Payments - Deposits in Transit								92.94	
IVR Payment - Deposit in Transit								135.28	
Mars Payments - Deposits in Transit								95.00	
CC Pmt - Deposit in Transit From INB to IL Funds								115.00	
Outstanding Checks - Prior Months	(50.00)								
Outstanding Cks Mar	(10,781.98)								
ComEd Invoice Processed Twice Dec & Jan	(22.61)	22.61							
ComEd Invoice Processed Twice Dec & Jan	(267.35)							267.35	
ComEd Invoices 01/29/24 Processed for incorrect amts	(0.02)	0.02							
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(495.33)								
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(483.70)								
ComEd Feb Outstanding Invoices Pd Twice in Mar- Credit app in April	24.09								

Transferred in Jun 24

Transferred in July 24

Transferred in Jun 24

Transferred in May 24

Transferred in May 24

Cash Transfer in July

Cash Transfer 04/02/24

The rest of the entry is in April

Corrected in Apr

Corrected in Apr

Corrected in May 24

Transferred in Jun 24

Transferred in Jun 24

Transferred in Jun 24

Transferred in Jun 24

To Be Corrected in July

(5,922.68)

Corrected in June JE 6549/6551

Cash Transferred in June

Cash Transferred in June

Cash Transferred in June

Paid in June

Paid in June

See April Corrections

Corrected in June

Corrected in April

ComEd Feb Outstanding Invoices Pd Twice in Mar- Credit app in April	5.54								
ComEd Feb Outstanding Invoices Pd Twice in Mar- Credit app in April	95.31								
ComEd Feb Outstanding Invoices Pd Twice in Mar- Credit app in April	5.54								
ComEd Outstanding Mar Invoices	(446.54)								
ComEd Outstanding Mar Invoices	(430.38)								
Nov Error	(26.29)	26.29							
There was a bank transfer from Gen Fund in Nov to "Correct Balance"									
This will be transferred back to Gen Fund in June - G/L JE #6553 & 6841									
Adjusted Bank Balance	2,000.00	1,534,905.13	46,459.75	489,060.48	365,858.23	349,752.01	200,000.00	2,282,394.09	2,340.75
General Ledger Beginning Balance	2,000.00	1,534,880.09	46,459.75	489,060.48	365,858.23	349,752.01	200,000.00	2,282,394.09	2,340.75
G/L Adjustments:									
Nov 23 Error Corrected in June 24		25.00							
IMRF Fractions		0.04							
G/L Final Adjusted Balance	2,000.00	1,534,905.13	46,459.75	489,060.48	365,858.23	349,752.01	200,000.00	2,282,394.09	2,340.75

Discrepancies

BANK RECONCILIATION

REVISED

April 2024

	Fund 99	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 41	Fund 51	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Strategic Reserve	G.O Bond	O & M	4th of July
Bank Balances:									
First National Bank	29,069.43	132,243.79	57,133.95	402,132.96	351,310.47	200,000.00	432,446.11	3,354.12	
Illinois Funds		1,454,656.75	46,778.54	443,733.19			1,918,340.58		
EPAY (INB)		1,000.00	726.12				1,000.00		
Sweep Accounts									
Subtotals	29,069.43	1,587,900.54	47,504.66	500,867.14	402,132.96	351,310.47	2,351,786.69	3,354.12	
Bank Adjustments:									
Disbursing Interest - Dec Interest was not transferred until June 24	(247.64)	247.64							
Disbursing Interest - Apr Interest	(163.92)	163.92							
Check # 25782 Voided - Cash Transfer in July	(161.22)	161.22							
Permit #23-50 in G/L - Not in Bank - Sept		(150.00)		150.00					
Permits #24-006 /24-007 / 24-009 - Deposit in Wrg Acct				(300.00)					300.00
Permit # 24-018 - Deposit in Wrg Acct				(100.00)					100.00
Permit #24-021 - Deposit in Wrg Acct				(100.00)					100.00
Permit #24-12 Deposit to wrong Acct - Transfer in May		(150.00)		150.00					
Permit # 24-08 Deposit in Wrg Acct Mar G/L April Bank		(75.00)					75.00		
Cash was moved from O & M to Com Dev - S/B Gen to Com Dev									
July Trans reimburse O & M From General Fund									
Permit #24-26 Deposit to wrong Acct - Transfer in May		(75.00)		75.00					
Was recorded in G/L in April - Deposit was outstanding at end of April		75.00							
Cash moved in May									
Rock 30 Deposit Not Transferred		1,603.17					(1,603.17)		
4th of July Donation Transferred from Wrong Account Mar 2024		(100.00)					100.00		
Delta Dental Deposit Posted in May G/L - Apr Bank - Gen Fund	(1,044.52)	1,044.52							
Delta Dental Deposit Posted in May G/L - Apr Bank -O&M	(190.79)								
Transfer for PW vehicle From 2023		(25,363.00)					190.79		
Overdraft fee duplicated and removed. It is still due to Disburs	34.50	(34.50)					25,363.00		
Nov Voided Check not transferred #25567 - Voided in Dec	(30.00)	30.00							
Sale of 2011 Ford Dmp Truck - Cash not transferred till June	(3.00)	8,250.50					(8,250.50)		
1/3/2024 Payroll Addition Error		3.00							
01/17/24 Payroll Addition Error IMRF Paid Short	(30.00)	30.00							
IMRF Deducted the \$30.00 from the outstanding Credit balance 4/12/24									
IMRF Prior Year Credit Balance Applied 04/12/24 See Notes Below	(220.93)	220.93							
IMRF Outstanding 04/10/24	(5,731.11)								
IMRF Outstanding 04/24/24	(5,608.64)								
Elan City Check Voided in April - Reissued in June	(8,250.00)	8,250.00							
2 A/P Checks Cash not transferred 51.26 / 26.80	79.66						(79.66)		
Mars Payments - Deposits in Transit							46.28		
Web Payments - Deposits in Transit							518.95		
Outstanding Checks - Prior Months	(50.00)								
Outstanding Cks Apr	(875.00)								
Cardmember Services Outstanding pmt	(3,237.48)								
ComEd Invoice Processed Twice Dec & Jan	(22.61)	22.61							
ComEd Invoice Processed Twice Dec & Jan	(267.35)						267.35		
ComEd Invoices 01/29/24 Processed for incorrect amts	(0.02)	0.02							
ComEd Feb Outstanding Invoices Pd Twice in Mar- Credit app in April	130.48	(130.48)							
ComEd Outstanding Credit applied in May	(495.33)	16.71							
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(483.70)								
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(138.75)								
ComEd Outstanding Apr Invoices	(35.77)								
ComEd Outstanding Apr Invoices	(26.29)	26.29							
v Error									
ere was a bank transfer from Gen Fund In Nov to "Correct Balance"									

Section 15. Item #a.

This will be transferred back to Gen Fund in June - G/L JE #6553 & 6904/6941

Adjusted Bank Balance	2,000.00	1,581,968.09	47,504.66	500,867.14	402,007.96	351,310.47	200,000.00	2,368,414.73	3,854.12
General Ledger Beginning Balance									
G/L Adjustments:	2,000.00	1,581,943.09	47,504.66	500,867.14	402,007.96	351,310.47	200,000.00	2,368,414.73	3,854.12
Nov 23 Error Corrected in June 24		25.00							
G/L Final Adjusted Balance	2,000.00	1,581,968.09	47,504.66	500,867.14	402,007.96	351,310.47	200,000.00	2,368,414.73	3,854.12
Discrepancies	-	-	-	-	-	-	-	-	-

BANK RECONCILIATION REVISED

May 2024

	Fund 99	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 41	Fund 51	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Statgic Reserve	G.O Bond	O & M	4th of July
Bank Balances:									
First National Bank	55,277.93	185,930.06	48,015.74	287,815.36	393,152.97	1,929,267.09	3,769.21		
Illinois Funds	1,430,010.25	47,733.49	456,390.44						
EPAY (INB)	1,000.00	716.23							
Sweep Accounts									
Subtotals	55,277.93	1,616,940.31	48,449.72	504,406.18	287,815.36	352,928.19	250,000.00	2,323,420.06	3,769.21
Bank Adjustments:									
Disbursing Interest - Dec Interest was not transferred until June 24	(247.64)	247.64							
Disbursing Interest - May Interest	(400.90)	400.90							
Telecom Tax Deposit in Transit	(443.86)				443.86				
Cannabis Tax Deposit in Transit	(422.60)	422.60							
Sales Tax Deposit in Transit	(29,507.29)								
Check # 25782 Voided - Cash Transfer in July	(161.22)	161.22							
Permit #23-50 in G/L - Not in Bank - Sept 2023	(150.00)								
Permit # 24-08 Deposit in Wrg Acct Mar G/L April Bank	(75.00)				150.00				
Permit #24-46 Deposit in Wrg Acct May G/L June Bank Transfer	(75.00)				75.00				
Cash was moved from O & M to Com Dev - S/B Gen to Com Dev									
July Trans reimburse O & M From General Fund									
Rock 39 Deposit Not Transferred		1,603.17							
4th of July Donation Transferred from Wrong Account Mar 2024		(100.00)							
Overdraft fee duplicated and removed. It is still due to Disburs	34.50	(34.50)							
Nov Voided Check not transferred #25567 - Voided in Dec	(30.00)	30.00							
Sale of 2011 Ford Dmp Truck - Cash not transferred till June	(3.00)	8,250.50							
1/3/2024 Payroll Addition Error		3.00							
01/17/24 Payroll Addition Error IMRF Paid Short	(30.00)	30.00							
IMRF Deducted the \$30.00 from the outstanding Credit balance 4/12/24	(220.93)	220.93							
IMRF Prior Year Credit Balance Applied 04/12/24 See Notes Below	(5,856.31)								
IMRF Outstanding 05/08/24	(5,823.58)								
IMRF Outstanding 05/22/24	(0.03)	0.03							
IMRF Fractions April Paid in May									
Elan City Check Voided in April - Reissued in June	(8,250.00)	8,250.00							
2 A/P Checks Cash not transferred 51.26 / 26.80	79.66								
Mars Payments - Deposits in Transit	(50.00)								
Outstanding Checks - Prior Months	(29,721.50)								
Outstanding Cks May	(1,432.16)								
Winn Co Treasurer Outstanding Drft May	(22.61)	22.61							
ComEd Invoice Processed Twice Dec & Jan	(267.35)								
ComEd Invoice Processed Twice Dec & Jan	(0.02)	0.02							
ComEd Feb Outstanding Invoices Pd Twice in Mar- Credit app in April	(130.48)								
ComEd Feb Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(495.33)								
ComEd Outstanding Feb 24 Part of \$1950.69 Pkt - Pd in June	(483.70)								
Nov Error	(26.29)	26.29							
There was a bank transfer from Gen Fund in Nov to "Correct Balance"									
This will be transferred back to Gen Fund in June - G/L JE #6553 & 6904/6941									
Adjusted Bank Balance	2,000.00	1,605,247.89	48,872.32	504,406.18	288,484.22	352,928.19	250,000.00	2,343,461.37	3,769.21
General Ledger Beginning Balance	2,000.00	1,605,222.89	48,872.32	504,406.18	288,484.22	352,928.19	250,000.00	2,343,576.42	3,769.21
G/L Adjustments:									
Nov 23 Error Corrected in June 24		25.00							
Check Returned - Not signed - Gesner 04-3080-00									
NSF Check Adjustment made 06/12/24 Schaffer 01-1900-02									
Final Adjusted Balance	2,000.00	1,605,247.89	48,872.32	504,406.18	288,484.22	352,928.19	250,000.00	2,343,461.37	3,769.21
scrapencies	0.00								

Section 15. Item #a.

Hold until June is recon
G/L Adj in June

Cash Transfer 07/18/24 JE 6989
This was reissued in June
Corrected in June JE 6548/6551

Cash Transferred in June JE 6934
Cash Transferred in June JE 6937
Cash Transferred in June JE 6942
Cash Transfer in July Also JE 6992
Paid in June
Paid in June

Corrected in June

Transferred in Jun 24
Transferred in Jun 24
Transferred in Jun 24
Transferred in Jun 24
Transferred in Jun 24
Transferred in Jun 24
Cash Transfer 7/8/24
Cash Transfer 6/5/24

Transferred in July 24
Cash Transfer in July
Transferred in Jun 24
Transferred in Jun 24
Transferred in Jun 24
Transferred in Jun 24
Cash Transferred 7/12/24
Cash Transferred 7/12/24

Cash Transfer 07/18/24 JE 6989
This was reissued in June
Corrected in June JE 6548/6551

4.00

Cash Transferred in June JE 6934
Cash Transferred in June JE 6937
Cash Transferred in June JE 6942
Cash Transfer in July Also JE 6992
Paid in June
Paid in June

Corrected in June

Hold until June is recon
G/L Adj in June

BANK RECONCILIATION

REVISED

June 2024

	Fund 99	Fund 01	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 41	Fund 51	incl acct 1165	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Statagic Reserve	G.O Bond	O & M	4th of July		
Bank Balances:											
First National Bank	31,956.74	365,756.30	41,189.76	274,179.25	354,503.79	4,184.77					
Illinois Funds	1,433,001.29	48,458.84	468,741.55								
EPAY (INB)	1,000.00	706.33									
Sweep Accounts											
Subtotals	31,956.74	1,799,757.59	49,165.17	509,931.31	274,179.25	354,503.79	-	2,455,519.59	4,184.77		
Bank Adjustments:											
Disbursing Interest - June Interest	(601.30)	601.30									
Telecom Tax Deposit in Transit		(505.33)			505.33						
Cannabis Tax Deposit in Transit		(384.03)	384.03								
Sales Tax Deposit in Transit		(33,720.14)									
Check # 25782 Voided - Cash Transfer in July	(161.22)	161.22									
Permit # 24-08 Deposit in Wrg Acct Mar G/L April Bank		(75.00)									
Cash was moved from O & M to Com Dev - S/B Gen to Com Dev											
July Trans reimburse O & M From General Fund											
UTV Permit #24-025 Cash not transferred					(100.00)						
Rock 39 Deposit Not Transferred		1,603.17									
4th of July Donation Transferred from Wrong Account Mar 2024		(100.00)									
Transfer Deposit in Transit - II Funds to INB		100,000.00									
01/17/24 Payroll Addition Error IMRF Paid Short	(30.00)	30.00									
IMRF Deducted the \$30.00 from the outstanding Credit balance 4/12/24											
IMRF Prior Year Credit Balance Applied 04/12/24 See Notes Below		220.93									
IMRF Outstanding 06/05/24	(6,804.39)										
IMRF Outstanding 06/19/24	(6,492.12)										
IMRF Fractions April Paid in May	(0.03)	0.03									
IMRF Fractions May Paid in June	(0.02)	0.02									
Mars Payments - Deposits in Transit											
Web Payments - Deposits in Transit											
Web Payments - Deposits in Transit											
CC Payment - Deposit in Transit											
IVR Payment - Deposit in Transit (Duplicate Payment Rev in July)	(50.00)										
Outstanding Checks - Prior Months	(13.25)										
Outstanding Cks May	(15,714.00)										
Comed Withdrew .04 for July bills in June - This will correct itself in July	0.04										
ComEd Feb Outstanding Invoices Pd Twice in Mar- Credit app in April	130.48	(130.48)									
Adjusted Bank Balance	2,000.00	1,867,459.28	49,549.20	509,931.31	274,584.58	354,503.79	-	2,488,226.45	4,284.77		
General Ledger Beginning Balance											
G/L Adjustments:											
Check Returned - Not signed - Gesner 04-3080-00											
G/L Final Adjusted Balance	2,000.00	1,867,459.28	49,549.20	509,931.31	274,584.58	354,503.79	-	2,488,226.45	4,284.77		
Discrepancies											

Customer Signed Check
Resubmitted to bank

Section 15. Item #a.

BANK RECONCILIATION									
REVISED									
JULY 2024	Fund 99	Fund 01	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 51	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Strategic Reserve	O & M	incl acct 1165	4th of July
Bank Balances:									
First National Bank	24,834.77	287,548.37	40,797.55	284,373.74	232,310.45				
Illinois Funds		1,519,964.53	482,207.49	356,124.18	2,050,172.01				
EPAY (INB)		1,000.00	796.42		1,000.00				
Sweep Accounts					250,000.00				
Subtotals	24,834.77	1,808,512.90	50,344.42	523,005.04	284,373.74	356,124.18	2,533,482.46		4,348.09
Bank Adjustments:									
Disbursing Interest - July Interest	(290.92)	290.92							
Police Fine - 7/18/24 Deposit in Transit - in Wrong Acct		100.00	(100.00)						
Post Office Box Paid Twice - from Disbursing & Gen Fund	(36.50)	36.50							
IMRF Outstanding 07/03/24	(7,775.79)								
IMRF Outstanding 07/17/24	(7,559.69)								
IMRF Outstanding 07/31/24	(6,446.87)								
Cash Payment - Deposits in Transit								40.00	
Mars Payments - Deposits in Transit								62.05	
Web Payments - Deposits in Transit								224.99	
Web Payments - Deposits in Transit								83.86	
CC Payment - Deposit in Transit								456.79	
IVR Payment - Deposit in Transit	(50.00)								
Outstanding Checks - Prior Months	(675.00)								
Outstanding Cks July									
Adjusted Bank Balance	2,000.00	1,808,940.32	50,244.42	523,005.04	284,373.74	356,124.18	2,534,350.15		4,348.09
General Ledger Beginning Balance									
G/L Adjustments:									
Donation entry error	2,000.00	1,808,940.32	50,244.42	523,005.04	284,373.74	356,124.18	2,534,350.15		4,348.09
G/L Final Adjusted Balance	2,000.00	1,808,940.32	50,244.42	523,005.04	284,373.74	356,124.18	2,534,350.15		4,348.09
Discrepancies	0.00	-	-	-	-	-	-	-	-

Fund 41 moved to Fund 51 6/

Tranferred 8/7/24

Tranferred 08/08/24
Tranferred 08/08/24

SECTION 2:

BUDGET DETAILS

Revenue & Expenditures Report
as of August 31, 2024

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FUND- 01 -GENERAL FUND					
=====					
REVENUES					
=====					
01-300 CORPORATE TAX W/C	230,920.00	10,228.40	133,387.97	57.76	97,532.03
01-303 AUDIT TAX W/C	270.00	13.99	182.41	67.56	87.59
01-304 POLICE TAX W/C	275,430.00	12,201.84	159,123.56	57.77	116,306.44
01-305 IMRF W/C TAX	270.00	13.99	182.41	67.56	87.59
01-306 REVENUE RECAPTURE	2,500.00	53.17	693.54	27.64	1,806.46
01-308 TORT JUDGEMENT-LIAB INS W/C	270.00	13.99	182.41	67.56	87.59
01-309 ROAD BRIDGE TRANSFER IN W/C	12,100.00	486.82	8,081.59	66.79	4,018.41
01-315 COM ED UTILITY TAX	110,000.00	0.00	54,000.69	49.09	55,999.31
01-328 HEAVY LOAD PERMITS	500.00	175.00	395.00	79.00	105.00
01-341 INCOME TAX/LGDF	493,920.00	32,777.06	359,860.57	72.86	134,059.43
01-342 PPRT - REPLACEMENT TAX	50,000.00	1,383.82	30,890.51	61.78	19,109.49
01-343 IGA WHS RESOURCE OFFICER	98,813.00	0.00	71,336.63	72.19	27,476.37
01-344 POLICE GRANTS	30,000.00	0.00	19,849.00	66.16	10,151.00
01-345 SALES & RELATED TAX /MT	580,000.00	50,622.37	374,233.18	64.52	205,766.82
01-346 CANNABIS	4,822.00	388.93	3,226.22	66.91	1,595.78
01-347 POLICE TRAINING/CONF REIMBURS	0.00	0.00	0.00	0.00	0.00
01-348 POLICE SALARY REIMBRSMNT ILEAS	0.00	0.00	0.00	0.00	0.00
01-349 LOCAL USE TAX	125,244.00	8,550.11	75,616.04	60.37	49,627.96
01-350 POLICE ADMIN. TOWING FINES	10,000.00	500.00	5,000.00	50.00	5,000.00
01-351 POLICE FINES	14,000.00	979.00	6,792.88	48.52	7,207.12
01-353 DUI FINES/SPEC VEHICLE	1,200.00	91.69	1,962.60	163.55 (	762.60)
01-370 OTHER REVENUE	1,500.00	0.00	0.00	0.00	1,500.00
01-371 GRANTS	0.00	0.00	0.00	0.00	0.00
01-375 ROCK 39 ADMIN	6,756.00	564.04	5,521.79	81.73	1,234.21
01-381 INTEREST	84,000.00	0.00	56,142.77	66.84	27,857.23
01-382 VERIZON WATER TOWER RENT	4,950.00	412.50	3,300.00	66.67	1,650.00
01-385 VEHICLE/EQUIPMENT SALES	0.00	0.00	8,250.50	0.00 (	8,250.50)
01-388 MISC INCOME	3,000.00	0.00	76.29	2.54	2,923.71
01-389 EXCISE TAX	29,000.00	2,091.89	18,812.51	64.87	10,187.49
01-399 TRANSFER IN	128,000.00	0.00	89.69	0.07	127,910.31
TOTAL REVENUES	2,297,465.00	121,548.61	1,397,190.76	60.81	900,274.24
	=====	=====	=====	=====	=====

EXPENDITURES

=====

GENERAL ADMINISTRATIVE

01-41-421 OFFICE SALARIES	24,353.00	2,998.19	30,018.32	123.26 (	5,665.32)
01-41-426 DEPUTY CLERK	48,401.00	3,725.34	34,075.46	70.40	14,325.54
01-41-427 TREASURER	53,760.00	4,000.00	30,399.16	56.55	23,360.84

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-41-429 VILLAGE ADMINISTRATOR	36,632.00	2,312.32	15,608.15	42.61	21,023.85
01-41-431 ELECTED OFFICIALS	27,000.00	2,233.33	17,716.64	65.62	9,283.36
01-41-451 HEALTH INSURANCE	28,834.00	1,277.84	7,645.44	26.52	21,188.56
01-41-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
01-41-453 IDES/UNEMPLOYMENT INSURANCE	347.00	0.00	369.89	106.60 (	22.89)
01-41-461 ADM SOCIAL SECURITY	11,789.00	946.70	7,809.69	66.25	3,979.31
01-41-463 ADM MEDICARE	2,757.00	221.42	1,826.56	66.25	930.44
01-41-465 IMRF BENEFITS	13,541.00	1,081.98	8,811.85	65.08	4,729.15
01-41-512 OFFICE & COMPUTER EQUIPMENT	16,180.00	327.00	13,310.36	82.26	2,869.64
01-41-521 WINGIS	625.00	0.00	682.35	109.18 (	57.35)
01 41 530 PROFESSIONAL FEES/MISC	21,500.00	1,116.17	3,653.36	16.99	17,846.64
01-41-531 AUDIT	16,761.00	0.00	13,000.00	77.56	3,761.00
01-41-532 ENGINEERING	5,000.00	0.00	3,180.20	63.60	1,819.80
01-41-533 LEGAL	27,500.00	0.00	11,039.40	40.14	16,460.60
01-41-551 POSTAGE	1,400.00	3.31	344.94	24.64	1,055.06
01-41-552 TELEPHONE & INTERNET	3,050.00	0.00	1,743.04	57.15	1,306.96
01-41-554 PUBLISHING/ADVERTISEMENTS	1,100.00	0.00	667.38	60.67	432.62
01-41-560 EMPLOYEE WELFARE	600.00	182.29	707.35	117.89 (	107.35)
01-41-561 DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,700.00	294.72	1,487.84	87.52	212.16
01-41-562 TRAVEL EXPENSES	1,950.00	0.00	636.19	32.63	1,313.81
01-41-563 TRAINING/TUITION	2,000.00	0.00	875.00	43.75	1,125.00
01-41-564 CONFERENCES	7,000.00	0.00	250.00	3.57	6,750.00
01-41-565 CIVIC WEBSITE	8,200.00	0.00	7,967.40	97.16	232.60
01-41-566 CODIFICATION OF ORDINANCES	25,000.00	2,995.00	2,995.00	11.98	22,005.00
01-41-593 EQUIP/SOFTWARE MAINT/LEASE	11,949.00	2,572.17	10,958.81	91.71	990.19
01-41-594 IML/RENEWAL CONTRIBUTION	6,500.00	0.00	0.00	0.00	6,500.00
01-41-595 IML RISK MNG CLAIMS HAIL 2020	0.00	0.00	0.00	0.00	0.00
01-41-653 BUILDING WATER USAGE	350.00	67.29	238.40	68.11	111.60
01-41-658 MISC. EXPENSES	350.00	0.00	293.42	83.83	56.58
01-41-659 OFFICE SUPPLIES	3,500.00	447.00	2,846.32	81.32	653.68
01-41-660 PRINTING	4,000.00	0.00	164.50	4.11	3,835.50
01-41-661 OFFICE MAINTENANCE	8,700.00	973.90	4,054.41	46.60	4,645.59
01-41-701 SULLIVAN'S PAYBACK AGREEMENT	20,840.00	0.00	22,885.64	109.82 (	2,045.64)
01-41-702 PROPERTY TAX REFUNDS	950.00	0.00	0.00	0.00	950.00
01-41-831 LARGE EQUIP. PURCHASE-FIXED AS	0.00	0.00	0.00	0.00	0.00
01-41-832 CONTINGENCY	16,450.00	0.00	65.79	0.40	16,384.21
01-41-833 EQUIPMENT SINKING FUND	5,000.00	0.00	0.00	0.00	5,000.00
01-41-953 CURES ACT 2020	0.00	0.00	0.00	0.00	0.00
01-41-959 TRANSFER OUT	0.00	0.00	145,089.69	0.00 (	145,089.69)
TOTAL GENERAL ADMINISTRATIVE	467,569.00	27,775.97	403,417.95	86.28	64,151.05

STREET DEPARTMENT

01-42-422 PUBLIC WORKS ASSISTANT	0.00	5,161.61	32,276.43	0.00 (	32,276.43)
01-42-423 PART-TIME WAGES	4,200.00	251.54	1,620.54	38.58	2,579.46
01-42-424 SUPERVISOR STREETS/FLEETS	66,150.00	5,091.50	45,707.16	69.10	20,442.84
01-42-428 PUBLIC WORKS WAGES	93,100.00	1,995.80	17,711.29	19.02	75,388.71
01-42-451 HEALTH INSURANCE	29,450.00	1,154.39	9,234.05	31.36	20,215.95
01-42-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
01-42-453 IDES/UNEMPLOYMENT INSURANCE	231.00	0.00	251.34	108.81 (	20.34)
01-42-461 ADM SOCIAL SECURITY	10,020.00	775.05	5,987.22	59.75	4,032.78

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-42-463 ADM MEDICARE	2,344.00	181.29	1,400.40	59.74	943.60
01-42-465 IMRF BENEFITS	13,214.00	1,016.69	7,802.19	59.04	5,411.81
01-42-511 MAINT. SERVICE-BUILDING	17,500.00	0.00	221.21	1.26	17,278.79
01-42-512 OFFICE & COMPUTER EQUIPMENT	1,500.00	0.00	255.87	17.06	1,244.13
01-42-513 MAINT. SERVICE-VEHICLES	12,000.00	132.94	8,504.81	70.87	3,495.19
01-42-514 MAINT. SERVICE-STREET	112,000.00	2,445.01	32,350.63	28.88	79,649.37
01-42-515 MAINT. SERVICE-SIDEWALKS	50,000.00	0.00	18,192.88	36.39	31,807.12
01-42-518 MAINT. SERVICE -EQUIPMENT	14,000.00	381.64	4,527.74	32.34	9,472.26
01-42-520 STREET PROJECT	100,000.00	819.00	819.00	0.82	99,181.00
01-42-521 WINGIS	750.00	0.00	682.35	90.98	67.65
01 42 530 PROFESSIONAL FEES/MISC	750.00	0.00	566.16	75.49	183.84
01-42-532 ENGINEERING	24,000.00	0.00	3,811.30	15.88	20,188.70
01-42-535 TREE REMOVAL/TRIMMING	8,000.00	1,277.99	3,677.99	45.97	4,322.01
01-42-552 TELEPHONE & INTERNET	5,000.00	0.00	2,189.27	43.79	2,810.73
01-42-576 COM ED / STREET LIGHTS	40,000.00	6,822.52	24,158.25	60.40	15,841.75
01-42-594 IML/RENEWAL CONTRIBUTION	12,000.00	0.00	0.00	0.00	12,000.00
01-42-651 OPERATING SUPPLIES/MISC. EXPEN	8,000.00	182.21	6,251.98	78.15	1,748.02
01-42-655 FUEL/GREASE/OIL	20,000.00	657.05	8,730.59	43.65	11,269.41
01-42-831 LARGE EQUIP. PURCHASE-FIXED AS	0.00	0.00	32,149.50	0.00	32,149.50
01-42-832 EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
01-42-833 STREET SINKING FUND	0.00	0.00	0.00	0.00	0.00
01-42-959 TRANSFER OUT	97,000.00	0.00	0.00	0.00	97,000.00
TOTAL STREET DEPARTMENT	743,209.00	14,701.19	269,080.15	36.21	474,128.85

POLICE

01-43-421 OFFICE SALARIES	7,500.00	0.00	0.00	0.00	7,500.00
01-43-422 POLICE CHIEF	105,000.00	7,983.16	71,114.06	67.73	33,885.94
01-43-423 PART-TIME OFFICERS	5,000.00	0.00	1,500.00	30.00	3,500.00
01-43-424 FULL-TIME OFFICERS	409,300.00	34,040.94	263,086.44	64.28	146,213.56
01-43-425 POLICE OVERTIME	18,000.00	0.00	6,365.42	35.36	11,634.58
01-43-427 SCHOOL RESOURCE OFFICER	75,676.00	2,843.76	38,177.22	50.45	37,498.78
01-43-451 HEALTH INSURANCE	113,000.00	9,387.70	65,327.08	57.81	47,672.92
01-43-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
01-43-453 IDES/UNEMPLOYMENT INSURANCE	966.00	0.00	930.39	96.31	35.61
01-43-461 ADM SOCIAL SECURITY	38,780.00	2,781.81	23,575.06	60.79	15,204.94
01-43-463 ADM MEDICARE	9,069.00	650.59	5,513.49	60.79	3,555.51
01-43-465 IMRF BENEFITS	51,085.00	3,724.03	30,076.66	58.88	21,008.34
01-43-470 QUARTERMASTER/UNIFORMS	6,500.00	262.40	4,175.38	64.24	2,324.62
01-43-471 VESTS	2,000.00	0.00	1,508.23	75.41	491.77
01-43-512 OFFICE & COMPUTER EQUIPMENT	13,500.00	0.00	6,183.62	45.80	7,316.38
01-43-513 IGA-RECORDS MANAGEMENT SFTWRE	5,247.00	0.00	0.00	0.00	5,247.00
01-43-514 A/V COMMUNICATIONS	22,152.00	130.00	5,188.00	23.42	16,964.00
01-43-516 POLICE GARAGE MAINTENANCE	2,000.00	32.85	73.42	3.67	1,926.58
01-43-520 SQUAD CAR MAINTENANCE (ALL)	11,000.00	221.17	2,259.78	20.54	8,740.22
01-43-521 WINGIS	310.00	0.00	341.18	110.06	31.18
01-43-523 SQD 120 MAINTENANCE	0.00	0.00	0.00	0.00	0.00
01-43-525 SQD 117 MAINTENANCE	0.00	0.00	0.00	0.00	0.00
01-43-530 PROFESSIONAL FEES/MISC.	11,135.00	1,701.06	3,182.31	28.58	7,952.69
01-43-531 911 DISPATCH SERVICES	19,286.00	0.00	14,285.52	74.07	5,000.48
01-43-533 LEGAL	12,000.00	264.00	3,200.00	26.67	8,800.00

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-43-534 LEXIPOL	4,851.00	0.00	0.00	0.00	4,851.00
01-43-540 NEW HIRE PHYSICAL/PSYCH EXAMS	2,500.00	0.00	1,240.00	49.60	1,260.00
01-43-551 POSTAGE	250.00	5.58	70.04	28.02	179.96
01-43-552 TELEPHONE & INTERNET	3,150.00	0.00	1,582.63	50.24	1,567.37
01-43-553 CELL PHONES	3,780.00	0.00	2,364.45	62.55	1,415.55
01-43-561 DUES/MEMBERSHIPS/SUBSCRIPTIONS	700.00	0.00	0.00	0.00	700.00
01-43-562 TRAVEL EXPENSES	1,000.00	0.00	49.31	4.93	950.69
01-43-563 TRAINING/TUITION	10,000.00	990.00	2,555.00	25.55	7,445.00
01-43-594 IML/RENEWAL CONTRIBUTION	31,000.00	0.00	0.00	0.00	31,000.00
01-43-653 POLICE GARAGE WATER USAGE	150.00	88.61	248.05	165.37 (	98.05)
01 43 655 FUEL/GREASE/OIL	10,000.00	0.00	10,848.03	60.27	7,151.97
01-43-658 MISC. EXPENSES	4,000.00	198.55	1,683.39	42.08	2,316.61
01-43-660 PRINTING	500.00	0.00	333.24	66.65	166.76
01-43-830 SMALL EQUIP. PURCH OR RENTAL	20,300.00	0.00	8,250.00	40.64	12,050.00
01-43-831 LARGE EQUIP. PURCH-FIXED ASSET	21,000.00	0.00	9,920.17	47.24	11,079.83
01-43-832 EQUIPMENT SINKING FUND	25,000.00	0.00	0.00	0.00	25,000.00
01-43-953 GRANTS	0.00	0.00	0.00	0.00	0.00
01-43-959 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	1,086,687.00	65,306.21	585,207.57	53.85	501,479.43

TOTAL EXPENDITURES	2,297,465.00	107,783.37	1,257,705.67	54.74	1,039,759.33
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	13,765.24	139,485.09	(	139,485.09)

FUND- 15 -MFT FUND

REVENUES					
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15-343 MOTOR FUEL TAX	68,385.00	5,670.27	42,868.99	62.69	25,516.01
15-346 TRANSPORTATION RENEWAL FUND	55,860.00	5,487.57	41,759.12	74.76	14,100.88
15-350 REBUILD IL BOND FUND GRANT	0.00	0.00	0.00	0.00	0.00
15-381 INTEREST	13,200.00	0.00	15,435.07	116.93 (	2,235.07)
15-399 TRANSFER IN	311,055.00	0.00	0.00	0.00	311,055.00

TOTAL REVENUES	448,500.00	11,157.84	100,063.18	22.31	348,436.82
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EXPENDITURES

MFT

15-46-501 MISC EXPENSE	0.00	0.00	0.00	0.00	0.00
15-46-502 ENGINEERING - MFT	48,000.00	0.00	38,913.87	81.07	9,086.13
15-46-576 COM ED **	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
15-46-850 MFT ROAD PROJECT	400,500.00	0.00	0.00	0.00	400,500.00
TOTAL MFT	448,500.00	0.00	38,913.87	8.68	409,586.13

TOTAL EXPENDITURES	448,500.00	0.00	38,913.87	8.68	409,586.13
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	11,157.84	61,149.31	(	61,149.31)
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FUND- 17 -COMMUNITY DEV FUND

REVENUES					
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17-307 DEVELOPMENT ESCROW	20,000.00	0.00	0.00	0.00	20,000.00
17-329 PERMITS/INSPECTION FEES	15,500.00	1,350.00	20,575.25	132.74 (	5,075.25)
17-330 CODE ENFORCEMENT FINES	1,500.00	0.00	0.00	0.00	1,500.00
17-371 GRANTS	0.00	0.00	0.00	0.00	0.00
17-381 INTEREST	6,900.00	0.00	9,498.60	137.66 (	2,598.60)
17-382 VERIZON WATER TOWER RENT	9,900.00	825.00	6,600.00	66.67	3,300.00
17-385 LIGHTED DIAMOND FEES	0.00	0.00	0.00	0.00	0.00
17-386 UTV REGISTRATION FEES	5,000.00	0.00	2,700.00	54.00	2,300.00
17-387 FRANCHISE FEES	23,000.00	0.00	12,739.44	55.39	10,260.56
17-388 MISC INCOME	500.00	200.00	2,225.00	445.00 (	1,725.00)
17-389 EXCISE TAX	5,800.00	418.38	3,762.50	64.87	2,037.50
17-390 LIQUOR LICENSE FEES	20,250.00	0.00	19,250.00	95.06	1,000.00
17-391 GAMING LICENSE FEE	30.00	0.00	8,520.00	8,400.00 (	8,490.00)
17-392 VIDEO GAMING	83,500.00	8,229.27	56,965.00	68.22	26,535.00
17-399 TRANSFER IN	182,150.00	0.00	0.00	0.00	182,150.00
TOTAL REVENUES	374,030.00	11,022.65	142,835.79	38.19	231,194.21
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EXPENDITURES

COMMUNITY DEVELOPMENT

17-47-421 OFFICE SALARIES	5,614.00	444.60	4,019.69	71.60	1,594.31
17-47-422 CODE ENFORCEMENT OFFICER	12,000.00	0.00	7,680.00	64.00	4,320.00
17-47-423 BUILDING INSPECTOR	12,000.00	0.00	8,000.00	66.67	4,000.00
17-47-424 ELECTRICAL INSPECTOR	8,650.00	375.00	3,009.75	34.79	5,640.25
17-47-429 VILLAGE ADMINISTRATOR	36,632.00	2,305.38	15,561.32	42.48	21,070.68
17-47-450 CODE ENFORCEMENT FINE COSTS	1,500.00	0.00	0.00	0.00	1,500.00
17-47-451 HEALTH INSURANCE	8,175.00	0.00	0.00	0.00	8,175.00
17-47-452 HEALTH INS. DEDUCTIBLE REIMBUR	334.00	0.00	0.00	0.00	334.00
17-47-453 IDES/UNEMPLOYMENT INSURANCE	231.00	0.00	74.76	32.36	156.24
17-47-461 ADM SOCIAL SECURITY	2,898.00	177.60	1,316.59	45.43	1,581.41

66.67% OF FISCAL YEAR

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17-47-463 ADM MEDICARE	678.00	41.53	307.88	45.41	370.12
17-47-465 IMRF BENEFITS	3,880.00	206.61	1,512.61	38.98	2,367.39
17-47-530 PROFESSIONAL FEES	2,000.00	1,208.05	4,482.05	224.10 (	2,482.05)
17-47-532 ENGINEERING	3,500.00	0.00	0.00	0.00	3,500.00
17-47-533 LEGAL	20,000.00	0.00	3,838.80	19.19	16,161.20
17-47-561 DUES/MEMBERSHIPS/SUBSCRIPTIONS	4,500.00	0.00	2,500.00	55.56	2,000.00
17-47-576 COM ED **	865.00	0.00	244.49	28.26	620.51
17-47-658 MISC. EXPENSES	5,123.00	105.40	1,577.70	30.80	3,545.30
17-47-701 COMMUNITY DEVELOPMENT	50,000.00	0.00	0.00	0.00	50,000.00
17-47-832 PARK EQUIPMENT SINKING FUND	2,000.00	0.00	0.00	0.00	2,000.00
17-47-900 PRESIDENTIAL CONTINGENCY	1,200.00	0.00	0.00	0.00	1,200.00
17-47-911 COMMUNITY EXPENSES	4,250.00	0.00	1,763.16	41.49	2,486.84
17-47-912 COMMUNITY PROJECTS	170,000.00	137.50	137,355.23	80.80	32,644.77
17-47-953 GRANTS	0.00	0.00	0.00	0.00	0.00
17-47-959 TRANSFER OUT	18,000.00	0.00	3,700.00	20.56	14,300.00
TOTAL COMMUNITY DEVELOPMENT	374,030.00	5,001.67	196,944.03	52.65	177,085.97
TOTAL EXPENDITURES	374,030.00	5,001.67	196,944.03	52.65	177,085.97
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	6,020.98 (	54,108.24)		54,108.24
FUND- 24 -STRATEGIC RESERVE CAPITAL					
=====					
REVENUES					
=====					
24-381 INTEREST	12,500.00	0.00	10,124.18	80.99	2,375.82
24-399 TRANSFER IN	346,000.00	0.00	346,000.00	100.00	0.00
TOTAL REVENUES	358,500.00	0.00	356,124.18	99.34	2,375.82
=====					
EXPENDITURES					
=====					
STRATEGIC RESERVES					
24-45-959 TRANSFER OUT	346,000.00	0.00	0.00	0.00	346,000.00
TOTAL STRATEGIC RESERVES	346,000.00	0.00	0.00	0.00	346,000.00
TOTAL EXPENDITURES	346,000.00	0.00	0.00	0.00	346,000.00
=====					
REVENUES OVER/(UNDER) EXPENDITURES	12,500.00	0.00	356,124.18	(	343,624.18)

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FUND- 41 -SWEEP (FORMER GO BOND)					
=====					
REVENUES					
=====					
41-305 GO BOND TAX W/C	0.00	0.00	0.00	0.00	0.00
41-381 INTEREST	1,000.00	0.00	1,432.25	143.23 (	432.25)
41-385 AMERICAN RESCUE PLAN	0.00	0.00	0.00	0.00	0.00
41-388 MISC INCOME	0.00	0.00	0.00	0.00	0.00
41-399 TRANSFER IN	0.00	0.00	50,000.00	0.00 (	50,000.00)
TOTAL REVENUES					
	1,000.00	0.00	51,432.25	5,143.23 (	50,432.25)
	=====	=====	=====	=====	=====
EXPENDITURES					
=====					
BOND - O & M					
41-44-959 TRANSFER OUT	0.00	0.00	793,955.47	0.00 (	793,955.47)
TOTAL BOND - O & M	0.00	0.00	793,955.47	0.00 (	793,955.47)
TOTAL EXPENDITURES					
	0.00	0.00	793,955.47	0.00 (	793,955.47)
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,000.00	0.00	742,523.22)		743,523.22

FUND- 51 -OPERATION & MAINTENANCE

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REVENUES					
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51-344 GRANTS	265,000.00	0.00	0.00	0.00	265,000.00
51-345 SALES TAX (1%)	430,000.00	38,709.74	278,312.65	64.72	151,687.35
51-361 WATER SALES	313,020.00	27,201.39	202,353.13	64.65	110,666.87
51-362 CAPITAL CHARGES	495,800.00	40,264.97	310,897.94	62.71	184,902.06
51-363 GARBAGE CHARGES	223,392.00	18,651.18	151,049.96	67.62	72,342.04
51-364 PRE-PAID WATER/SEWER	2,000.00 (	510.97) (	1,096.76)	54.84-	3,096.76
51-365 WATER FIXED ADMIN CHARGES	172,670.00	15,654.34	127,083.91	73.60	45,586.09
51-367 WATER HOOK-UP FEE	11,000.00	0.00	0.00	0.00	11,000.00
51-368 SEWER HOOK-UP FEE	12,000.00	0.00	0.00	0.00	12,000.00
51-373 ROCK 39 EQUIPMENT	15,000.00	0.00	0.00	0.00	15,000.00
51-374 ROCK 39 SALARY REIMBURSEMENT	65,740.00	5,358.38	52,456.99	79.79	13,283.01
51-375 ROCK 39 FUEL/MILEAGE REIMB.	13,840.00	1,128.08	11,043.58	79.79	2,796.42
51-376 RECAPTURE FEES	10,000.00	0.00	0.00	0.00	10,000.00

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
51-381 INTEREST	78,750.00	0.00	67,244.61	85.39	11,505.39
51-382 VERIZON WATER TOWER RENT	4,950.00	412.50	3,300.00	66.67	1,650.00
51-385 VEHICLE/EQUIPMENT SALES	15,000.00	0.00	8,250.51	55.00	6,749.49
51-388 MISC INCOME	1,000.00	0.00	15,650.00	1,565.00 (	14,650.00)
51-390 LOSS ON DISPOSAL OF ASSETS	0.00	0.00	0.00	0.00	0.00
51-393 METER SALES	3,000.00	0.00	0.00	0.00	3,000.00
51-395 UTIL INCOME/SHUT OFF NOTICE	2,000.00	150.00	1,483.39	74.17	516.61
51-399 TRANSFER IN	519,642.00	0.00	590,955.47	113.72 (	71,313.47)
TOTAL REVENUES	2,653,804.00	147,019.61	1,010,905.30	60.54	034,010.62

EXPENDITURES

O & M

51-44-421 OFFICE SALARIES	82,160.00	6,121.01	50,621.62	61.61	31,538.38
51-44-422 ROCK 39 SALARY	0.00	0.00	0.00	0.00	0.00
51-44-423 PART-TIME WAGES	5,600.00	586.91	3,781.23	67.52	1,818.77
51-44-425 METER READER/LAB ASSISTANT	0.00	112.07	17,833.12	0.00 (	17,833.12)
51-44-426 DIRECTOR PUBLIC WORKS	80,587.00	5,987.36	53,402.77	66.27	27,184.23
51-44-428 PUBLIC WORKS WAGES	90,682.00	6,746.69	44,569.96	49.15	46,112.04
51-44-429 VILLAGE ADMINISTRATOR	36,632.00	2,305.38	15,561.32	42.48	21,070.68
51-44-451 HEALTH INSURANCE	34,180.00	1,504.26	11,351.76	33.21	22,828.24
51-44-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
51-44-453 IDES/UNEMPLOYMENT INSURANCE	733.00	0.00	535.72	73.09	197.28
51-44-461 ADM SOCIAL SECURITY	18,331.00	1,209.88	10,716.68	58.46	7,614.32
51-44-463 ADM MEDICARE	4,288.00	282.94	2,506.27	58.45	1,781.73
51-44-465 IMRF BENEFITS	24,075.00	1,570.98	14,032.64	58.29	10,042.36
51-44-512 OFFICE & COMPUTER EQUIPMENT	13,000.00	0.00	1,829.73	14.07	11,170.27
51-44-519 MAINTENANCE SERVICE - EQUIPTME	17,500.00	0.00	23,373.55	133.56 (	5,873.55)
51-44-521 WINGIS	2,000.00	0.00	1,705.81	85.29	294.19
51-44-530 PROFESSIONAL FEES/MISC	2,500.00	0.00	1,342.60	53.70	1,157.40
51-44-531 SPECIAL AUDIT	0.00	0.00	0.00	0.00	0.00
51-44-532 ENGINEERING	180,000.00	4,910.00	43,080.21	23.93	136,919.79
51-44-533 CELLULAR METER MONTHLY FEES	12,000.00	0.00	7,941.10	66.18	4,058.90
51-44-534 LEGAL	2,000.00	0.00	413.60	20.68	1,586.40
51-44-540 PRE-EMPLOYMENT PHYSICAL	500.00	0.00	170.00	34.00	330.00
51-44-541 METER UPGRADE	55,000.00	0.00	6,088.67	11.07	48,911.33
51-44-542 WATER UPGRADE	750,000.00	0.00	21,245.11	2.83	728,754.89
51-44-543 ALARM SYS./TELEPHONE/INTERNET	7,000.00	0.00	3,640.74	52.01	3,359.26
51-44-544 IEPA LOAN -WATER TOWER	97,940.00	0.00	97,939.84	100.00	0.16
51-44-551 POSTAGE	15,000.00	0.00	6,218.04	41.45	8,781.96
51-44-552 CELL PHONES	2,500.00	0.00	1,474.55	58.98	1,025.45
51-44-554 PUBLISHING/ADVERTISEMENTS	1,500.00	0.00	143.00	9.53	1,357.00
51-44-562 TRAVEL EXPENSES	1,000.00	0.00	0.00	0.00	1,000.00
51-44-563 TRAINING/TUITION	2,500.00	0.00	318.93	12.76	2,181.07
51-44-571 NI GAS / WELLS	4,500.00	0.00	1,317.61	29.28	3,182.39

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
51-44-573 GARBAGE	220,596.00	18,593.19	148,061.76	67.12	72,534.24
51-44-576 COM ED **	20,000.00	(916.49)	14,723.36	73.62	5,276.64
51-44-579 WATER ANALYSIS	7,500.00	388.40	3,008.80	40.12	4,491.20
51-44-580 EPA PERMIT FEES	2,500.00	0.00	0.00	0.00	2,500.00
51-44-593 EQUIP/SOFTWARE MAINT/LEASE	7,500.00	3,127.02	3,787.02	50.49	3,712.98
51-44-594 IML/RENEWAL CONTRIBUTION	18,000.00	0.00	0.00	0.00	18,000.00
51-44-651 OPERATING SUPPLIES/MISC. EXPEN	55,000.00	139.91	50,504.76	91.83	4,495.24
51-44-653 BUILDING WATER USAGE	750.00	168.90	609.43	81.26	140.57
51-44-654 WATER DEPOSIT REFUND EXPENSE	0.00	0.00	0.00	0.00	0.00
51-44-655 FUEL/GREASE/OIL	20,000.00	657.05	8,670.00	43.35	11,330.00
51-44-656 CHEMICALS	7,500.00	0.00	2,425.19	32.34	5,074.01
51-44-659 OFFICE SUPPLIES	0.00	51.45	253.06	0.00	(253.06)
51-44-660 PRINTING	4,800.00	0.00	1,219.11	25.40	3,580.89
51-44-701 SULLIVAN'S PAYBACK AGREEMNT	6,950.00	0.00	8,029.16	115.53	(1,079.16)
51-44-702 FOUR RIVERS SAN. AUTH. IGA	422,000.00	0.00	391,111.26	92.68	30,888.74
51-44-703 RECAPTURE FEES	18,000.00	0.00	0.00	0.00	18,000.00
51-44-829 ROCK 39 EQUIPMENT PURCHASES	15,000.00	0.00	2,550.51	17.00	12,449.49
51-44-830 SMALL EQUIP. PURCHASE OR RENTA	10,000.00	327.00	8,117.95	81.18	1,882.05
51-44-831 LARGE EQUIP. PURCHASE-FIXED AS	12,000.00	0.00	0.00	0.00	12,000.00
51-44-832 ASSETS CAPITALIZED	0.00	0.00	162.88	0.00	(162.88)
51-44-833 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
51-44-834 EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
51-44-951 DEPRECIATION EXPENSE	260,000.00	0.00	32,149.50	12.37	227,850.50
51-44-953 GRANTS	0.00	0.00	0.00	0.00	0.00
51-44-959 TRANSFER OUT	0.00	0.00	50,000.00	0.00	(50,000.00)
51-44-999 SPECIAL ITEM EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL O & M	2,653,804.00	53,873.91	1,168,539.93	44.03	1,485,264.07

TOTAL EXPENDITURES	2,653,804.00	53,873.91	1,168,539.93	44.03	1,485,264.07
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	93,145.70	650,445.45	(	650,445.45)
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FUND- 90 -VILLAGE EVENTS

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REVENUES					
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90-350 DONATIONS	2,000.00	0.00	3,941.00	197.05	(1,941.00)
90-351 FUNDRAISERS	0.00	0.00	0.00	0.00	0.00
90-352 MERCHANDISE SALES	0.00	0.00	0.00	0.00	0.00
90-353 FESTIVAL SALES	0.00	0.00	0.00	0.00	0.00
90-381 INTEREST	280.00	0.00	128.22	45.79	151.78
90-382 VENDOR FEES	0.00	0.00	0.00	0.00	0.00
90-387 SPONSOR ADS	0.00	0.00	0.00	0.00	0.00
90-388 MISC. INCOME	0.00	0.00	0.00	0.00	0.00
90-399 TRANSFER IN	18,000.00	0.00	9,700.00	53.89	8,300.00

TOTAL REVENUES	20,280.00	0.00	13,769.22	67.90	6,510.78
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VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

Section 15. Item #a.

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
	=====	=====	=====	=====	=====
EXPENDITURES					
=====					
FOURTH OF JULY					
90-48-423 FESTIVAL LABOR	0.00	0.00	0.00	0.00	0.00
90-48-530 SECURITY	0.00	0.00	0.00	0.00	0.00
90-48-554 PUBLISHING/ADVERTISING	0.00	0.00	0.00	0.00	0.00
90 48 560 ENTERTAINMENT	0.00	0.00	0.00	0.00	0.00
90 48 572 MERCHANDISE	0.00	0.00	0.00	0.00	0.00
90-48-651 OPERATIONS/ MISC SUPPLIES	0.00	0.00	0.00	0.00	0.00
90-48-655 CONCESSIONS	0.00	0.00	0.00	0.00	0.00
90-48-658 MISC EXPENSES	150.00	0.00	0.00	0.00	150.00
90-48-915 VENDOR TICKET SALES	0.00	0.00	0.00	0.00	0.00
90-48-916 FIREWORKS	18,100.00	0.00	18,100.00	100.00	0.00
TOTAL FOURTH OF JULY	18,250.00	0.00	18,100.00	99.18	150.00
TOTAL EXPENDITURES	18,250.00	0.00	18,100.00	99.18	150.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	2,030.00	0.00	4,330.78		6,360.78

SECTION 3:

LINE-ITEM TRANSFERS

NONE

SECTION 4:

CONSTRUCTION IN PROGRESS

Com Ed Utility Tracking
Sullivan's Tax Rebate Agreement
Large Project Tracking
Grant Tracking
Village Debt
Village Revenue

Approved Expenses 2024

Month Ending: 7-31-24

Last Updated: 08/30/24

Tracking construction and engineering payments for large projects in the fiscal year.

TASK ORDER	PROJECT	AMOUNT	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073	1072	1071	1070	1069	1068	1067	1066	1065	1064	1063	1062	1061	1060	1059	1058	1057	1056	1055	1054	1053	1052	1051	1050	1049	1048	1047	1046	1045	1044	1043	1042	1041	1040	1039	1038	1037	1036	1035	1034	1033	1032	1031	1030	1029	1028	1027	1026	1025	1024	1023	1022	1021	1020	1019	1018	1017	1016	1015	1014	1013	1012	1011	1010	1009	1008	1007	1006	1005	1004	1003	1002	1001	1000	999	998	997	996	995	994	993	992	991	990	989	988	987	986	985	984	983	982	981	980	979	978	977	976	975	974	973	972	971	970	969	968	967	966	965	964	963	962	961	960	959	958	957	956	955	954	953	952	951	950	949	948	947	946	945	944	943	942	941	940	939	938	937	936	935	934	933	932	931	930	929	928	927	926	925	924	923	922	921	920	919	918	917	916	915	914	913	912	911	910	909	908	907	906	905	904	903	902	901	900	899	898	897	896	895	894	893	892	891	890	889	888	887	886	885	884	883	882	881	880	879	878	877	876	875	874	873	872	871	870	869	868	867	866	865	864	863	862	861	860	859	858	857	856	855	854	853	852	851	850	849	848	847	846	845	844	843	842	841	840	839	838	837	836	835	834	833	832	831	830	829	828	827	826	825	824	823	822	821	820	819	818	817	816	815	814	813	812	811	810	809	808	807	806	805	804	803	802	801	800	799	798	797	796	795	794	793	792	791	790	789	788	787	786	785	784	783	782	781	780	779	778	777	776	775	774	773	772	771	770	769	768	767	766	765	764	763	762	761	760	759	758	757	756	755	754	753	752	751	750	749	748	747	746	745	744	743	742	741	740	739	738	737	736	735	734	733	732	731	730	729	728	727	726	725	724	723	722	721	720	719	718	717	716	715	714	713	712	711	710	709	708	707	706	705	704	703	702	701	700	699	698	697	696	695	694	693	692	691	690	689	688	687	686	685	684	683	682	681	680	679	678	677	676	675	674	673	672	671	670	669	668	667	666	665	664	663	662	661	660	659	658	657	656	655	654	653	652	651	650	649	648	647	646	645	644	643	642	641	640	639	638	637	636	635	634</
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Grant Applications/Progress Tracking

Grant Title	Approved	Restricted Use	Total	Received	Notes
Axis Geospatial Grant to Winn. Col	Open	Mapping w/levels	\$ 20,000.00	In process	4/10/24- Chad reported that the second round of funding came up, and the Village was approved for \$20,000. RES approved on 4/8/24
IL Department of Commerce and Economic Opportunity https://www2.illinois.gov/dceo/AboutDCEO/GrantOpportunities/Pages/default.aspx					

Former Grant Funds Tracking

Grant Title	Received	Restricted Use	Total	Remaining Balance	Tracking
DCEO Cure Grant (Cares Act)	Yes	COVID Relief	\$ 127,926.00	\$ 10,174.32	In 2020 spent \$5,071.96 (front office changes for COVID) and \$10,705.72 in electronics for remote Board Meetings. In 2022 we spent \$1,974 for video "owls". * \$100,000 in 2024 Community Development budget for Park upgrade. * More electronics will be purchased for Board Room with remaining funds
Rebuild IL (Bond Funds) Grant	Yes	MFT Projects	\$ 204,368.10	\$ 68,123.10	Used \$136,245 for Elida Street Project in 2021. This project is complete
Rebuild IL (Bond Funds) Grant This is the remaining balance of the original Grant	Yes	MFT Projects	\$ 68,123.10	\$ 42,056.57	\$26,066.53 used in road project, leaving \$42,056.57 in MFT Fund. This will be used for road projects in 2024
American Rescue Plan Act (ARPA) Grant	Yes	ARPA Reporting Has been completed	\$ 407,029.18	\$ 203,514.59	\$203,514.59 committed in O&M for water infrastructure projects. \$203,514.59 is unrestricted and available for planning.
					Section 15. Item #a.

VILLAGE REVENUE

INCOME TAX

	2024	2023	2022	2021	2020	2019
Dec		26,963	26,945	22,499	20,637	20,303
Nov		34,318	30,031	25,372	23,310	21,486
Oct		50,948	47,425	44,259	34,497	32,920
Sept		26,357	25,904	24,355	23,823	18,451
Aug		29,038	23,836	23,062	42,044	20,848
July	49,056	44,182	46,279	41,072	30,752	29,083
Jun	33,720	33,162	27,414	45,783	19,365	19,447
May	78,678	70,722	93,322	52,181	31,264	62,272
Apr	45,531	41,240	46,252	38,199	31,932	29,937
Mar	28,839	25,624	21,650	23,957	21,741	18,638
Feb	44,370	43,264	49,949	34,761	29,237	30,954
Jan	46,891	43,756	40,058	32,879	28,378	25,729
Actual	327,084	469,574	479,064	408,380	336,982	330,067
Projected	981,251					
Budgeted	493,920					
Bdgt vs Act.	66.22%					

LOCAL USE TAX

	2024	2023	2022	2021	2020	2019
Dec		9,908	10,543	9,631	11,708	9,076
Nov		8,027	9,376	9,660	11,223	8,104
Oct		9,412	9,027	9,152	11,786	8,459
Sept		6,679	10,343	9,827	11,655	8,228
Aug		8,897	9,169	8,622	11,545	8,093
July	8,860	8,996	8,042	9,367	10,381	8,059
Jun	9,964	10,751	10,042	10,310	9,806	8,514
May	8,202	8,692	8,561	8,065	7,708	7,489
Apr	7,295	9,433	8,868	9,045	8,870	6,501
Mar	12,190	13,474	13,373	18,448	12,810	11,207
Feb	10,502	11,139	10,550	13,073	9,336	9,268
Jan	10,053	10,567	8,980	12,268	9,965	8,376
Actual	67,066	116,875	116,874	127,468	126,792	101,372
Projected	201,198					
Budgeted	125,244					
Bdgt vs Act.	53.55%					

PROPERTY TAX

	2024	2023	2022	2021	2020	2019
Dec		6,002	216	39	1,554	6,270
Nov			2,130	8,432	3,895	5,314
Oct		7,886	7,155	4,483	6,878	75,704
Sept		182,135	176,432	152,573	142,006	103,806
Aug		28,878	25,134	38,013	52,505	16,177
July	3,723	8,878	6,945	15,588	45,178	164,241
Jun	238,482	202,307	230,268	206,348	175,634	70,755
May	36,617	61,703	22,662	37,575	24,654	
Apr	0					
Mar	0					
Feb	0					
Jan	0					
Actual	278,822	497,789	470,942	463,051	452,303	442,267
Projected	506,890	Per W/C - Property Tax pmt for Nov w/b rec in Dec				
Budgeted	506,890					
Bdgt vs Act.	55.01%					

COMED UTILITY TAX

	2024	2023	2022	2021	2020	2019
Dec		7,888	8,321	8,068	8,185	9,091
Nov		7,682	7,703	8,546	8,628	8,139
Oct		9,534	15,151	11,009	9,585	9,694
Sept		11,258	5,852	11,263	10,731	10,325
Aug		11,139	11,194	11,259	13,017	12,840
July	3,438	9,753	11,387	11,330	9,715	8,940
Jun	12,270	6,882	8,411	8,048	7,605	7,759
May	6,866	7,067	7,970	7,565	7,512	7,786
Apr	9,780	8,027	8,467	8,380	8,398	8,801
Mar	2,910	8,684	9,106	9,570	8,724	9,422
Feb	10,087	9,313	9,999	9,436	9,067	9,944
Jan	8,645	21,950	9,827	10,254	10,554	9,690
Actual	53,996	119,176	113,390	114,728	111,721	112,430
Projected	215,983					
Budgeted	110,000					
Bdgt vs Act.	49.09%					

PPRT

	2024	2023	2022	2021	2020	2019
Dec		2,949	5,034	2,084	799	989
Nov						
Oct		9,502	15,372	10,042	3,089	5,955
Sept						
Aug		1,848	1,303	766	2,436	410
July	7,419	11,463	11,413	6,027	3,297	3,421
Jun						
May	8,292	14,179	15,851	8,271	3,173	5,792
Apr	3,430	8,739	11,839	6,418	4,964	4,764
Mar	3,845	5,501	10,015	1,374	719	958
Feb						
Jan	6,521	11,104	7,647	3,802	3,616	2,429
Actual	29,507	65,286	78,474	38,784	22,093	24,719
Projected	88,520					
Budgeted	50,000					
Bdgt vs Act.	59.01%					

SALES TAX

	2024	2023	2022	2021	2020	2019
Dec		52,253	52,369	42,096	64,055	26,846
Nov		50,731	56,026	44,401	35,474	31,983
Oct		54,558	56,100	47,725	32,441	31,931
Sept		53,731	62,622	44,810	32,535	32,143
Aug		52,807	58,635	44,877	34,269	30,347
July	45,868	49,785	53,719	40,868	28,114	27,512
Jun	44,850	45,726	53,690	41,314	28,136	30,400
May	40,709	39,074	40,789	29,964	25,369	24,682
Apr	41,373	39,869	39,130	34,610	25,550	26,517
Mar	51,478	53,237	49,512	31,926	30,185	30,016
Feb	48,093	48,626	44,321	29,689	27,757	28,380
Jan	51,239	51,786	46,372	33,941	29,424	29,533
Actual	323,611	592,182	614,085	466,222	393,309	350,291
Projected	970,832					
Budgeted	580,000					
Bdgt vs Act.	55.79%					

SALES TAX 1%

	2024	2023	2022	2021	2020	2019
Dec		38,046	38,493	30,409	46,970	17,740
Nov		39,292	43,052	32,348	23,012	20,392
Oct		39,007	43,183	32,546	18,501	22,025
Sept		40,358	49,674	32,263	18,908	21,875
Aug		40,872	45,368	31,665	20,999	20,514
July	34,058	36,614	40,358	27,624	14,158	18,730
Jun	33,720	33,874	39,561	28,890	15,172	19,495
May	29,507	28,165	30,033	20,584	15,397	15,450
Apr	29,388	30,116	26,274	22,599	14,385	16,422
Mar	38,180	38,095	37,605	20,761	18,122	19,221
Feb	36,761	37,025	34,000	19,183	17,605	18,776
Jan	37,989	38,685	32,282	21,192	18,659	19,130
Actual	239,603	440,149	459,883	320,065	241,887	229,770
Projected	718,809					
Budgeted	430,000					
Bdgt vs Act.	55.72%					

VIDEO GAMING

	2024	2023	2022	2021	2020	
Dec		6,697	5,464	5,319	1,775	
Nov		6,875	5,647	4,736	4,868	
Oct		7,134	5,008	5,114	1,390	
Sept		6,587	6,092	4,673	1,299	
Aug		6,329	5,574	5,442	557	
July	8,102	5,180	5,158	4,528	0	
Jun	7,514	7,258	5,436	4,791	0	
May	6,915	9,098	5,390	4,397	804	
Apr	6,569	4,933	4,422	3,552	1,357	
Mar	6,719	6,196	4,983	2,061	735	
Feb	5,954	4,669	5,224	1,775	861	
Jan	6,963	4,533	4,377	0	769	
Actual	48,736	75,487	62,776	46,388	14,417	0
Projected	146,207					
Budgeted	83,500					
Bdgt vs Act.	58.37%					

Current Budget 75.00%

VILLAGE REVENUE

EXCISE TAX (TELECOMMUNICATIONS)

	2024	2023	2022	2021	2020	2019
Dec		2,939	3,979	2,965	3,101	4,480
Nov		3,242	3,112	2,848	3,430	4,313
Oct		2,778	2,954	2,803	4,064	4,283
Sept		3,038	2,841	3,033	4,419	4,224
Aug		3,044	2,682	2,929	3,649	4,189
July	2,457	2,818	2,713	2,837	4,079	4,214
Jun	3,032	3,210	2,946	2,891	4,419	4,513
May	2,663	2,894	2,452	2,806	3,943	5,079
Apr	2,899	2,965	2,783	2,518	4,199	4,289
Mar	3,270	3,155	2,932	2,715	4,474	4,469
Feb	2,948	2,997	2,806	2,915	4,787	4,404
Jan	2,796	2,978	2,887	3,015	4,317	4,399
Actual	20,065	36,059	35,086	34,275	48,879	52,855
Projected	60,194		Police	Com Dev		
Budgeted	34,800		16721	3,344		
Bdgt vs Act.	57.66%					

HEAVY LOAD PERMITS

	2024	2023	2022	2021	2020	2019
Dec				300	175	150
Nov						235
Oct		125	300		75	375
Sept			225		435	
Aug			175	125	225	
July	0		280	200	185	160
Jun	0		235	75	470	125
May	0		75	375	590	
Apr	195				75	205
Mar	25	50	150			
Feb		180			125	50
Jan		25	125	125	485	690
Actual	220	380	1,565	1,200	2,840	1,990
Projected	500					
Budgeted	500	Single trip or 120 day permits for heavy vehicles				
Bdgt vs Act.	44.00%					

MFT (MOTOR FUEL TAX)

	2024	2023	2022	2021	2020	2019
Dec		6,292	5,674	6,366	5,767	6,964
Nov		5,340	5,675	5,743	5,786	6,090
Oct		5,984	6,014	6,169	5,771	6,546
Sept		5,511	5,620	6,570	6,340	5,691
Aug		5,766	6,027	5,992	5,332	7,168
July	5,779	5,874	6,301	6,101	4,284	5,735
Jun	5,119	5,656	6,084	5,888	4,324	6,290
May	5,207	5,538	6,021	5,989	5,509	6,864
Apr	4,770	4,751	6,026	5,074	5,974	5,852
Mar	5,261	4,655	3,784	4,675	5,387	6,119
Feb	4,891	4,905	6,202	4,987	5,403	6,728
Jan	6,173	6,755	6,863	6,309	9,228	6,735
Actual	37,199	67,028	70,291	69,861	69,104	76,781
Projected	148,795					
Budgeted	68,385					
Bdgt vs Act.	54.40%					

TRF (TRANSPORTATION RENEWAL FUND)

	2024	2023	2022	2021	2020	2019
Dec		5,901	4,358	4,517	4,140	4,609
Nov		5,045	4,305	4,133	4,019	4,188
Oct		5,589	4,492	4,552	4,167	4,655
Sept		5,411	4,540	4,619	4,359	4,621
Aug		4,726	4,554	4,327	3,837	
July	5,505	5,154	4,505	4,308	3,208	
Jun	5,155	4,962	4,354	4,245	2,958	
May	5,367	4,907	4,384	4,226	3,689	
Apr	4,838	4,393	4,297	3,706	3,905	
Mar	5,194	4,765	3,498	3,799	4,155	
Feb	4,910	4,294	4,346	3,987	4,243	
Jan	5,302	4,720	4,669	3,985	4,385	
Actual	36,272	59,867	52,303	50,404	47,064	
Projected	145,086					
Budgeted	55,860					
Bdgt vs Act.	64.93%					

POLICE FINES - Winnebago Co

	2024	2023	2022	2021	2020	2019
Dec		164	926	1,817	200	1,357
Nov		1,568	1,065	1,738	305	2,009
Oct		2,966	649	885	1,313	1,753
Sept		1,363	458	1,111	1,503	1,854
Aug		1,507	649	449	650	1,511
July	1,061	2,535	846	1,412	2,610	1,354
Jun	1,190	1,743	261	412	1,578	690
May	2,150	572	1,553	128	2,966	829
Apr	1,109	106	1,246	1,505	2,429	1,244
Mar	982	836	460	169	1,677	2,652
Feb	518	334	365	253	2,358	1,436
Jan	245	1,696	469	1,324	1,141	1,327
Actual	7,253	15,390	8,946	11,202	18,729	18,016
Projected	21,760					
Budgeted	14,000					
Bdgt vs Act.	51.81%					

CANNABIS

	2024	2023	2022	2021	2020	
Dec		360	358	339	149	
Nov		366	385	401	173	
Oct		360	349	459	153	
Sept		350	380	386	234	
Aug		397	474	324	173	
July	391	373	339	363	151	
Jun	384	362	409	412	113	
May	423	355	409	355	146	
Apr	441	420	453	351	290	
Mar	415	364	432	272	218	
Feb	412	372	408	276		
Jan	371	373	415	343		
Actual	2,837	4,452	4,811	4,283	1,800	
Projected	8,512					
Budgeted	4,822					
Bdgt vs Act	92.33%					

GENERAL FUND MONTHLY TOTALS

	2024	2023	2022	2021	2020	2019
Dec	0	103,260	107,549	87,982	108,809	70,934
Nov	0	105,265	107,433	91,228	82,238	74,259
Oct	0	137,217	146,677	125,449	95,689	93,616
Sept	0	101,412	108,167	93,674	83,832	73,371
Aug	0	107,171	107,468	91,966	107,357	76,728
July	117,489	127,370	134,172	112,064	86,673	81,388
Jun	104,219	100,092	103,145	108,834	69,915	70,759
May	145,832	142,984	169,428	109,582	79,705	113,101
Apr	110,943	110,693	117,793	99,522	84,277	81,014
Mar	102,973	110,089	107,170	88,262	78,870	74,711
Feb	116,437	115,891	118,034	90,151	80,308	82,999
Jan	126,516	142,540	113,893	96,626	86,740	80,845
	824,410	1,403,985	1,440,930	1,195,339	1,044,415	973,725

	WATER SALES		ADMIN		CAPITAL	
	2024	2023	2024	2023	2024	2023
Dec		25,511		15,929		42,322
Nov		22,129		15,354		38,067
Oct		26,892		15,917		43,795
Sept		31,095		14,574		50,826
Aug		23,988		14,106		37,072
Jul	33,252	39,786	16,775	16,279	49,584	63,060
Jun	25,812	26,379	14,913	15,137	38,670	40,962
May	22,795	20,458	16,641	15,103	34,753	33,609
Apr	21,686	22,476	15,970	15,734	33,707	37,683
Mar	25,823	21,441	19,232	16,350	40,559	36,067
Feb	27,186	21,060	15,721	15,008	42,719	35,680
Jan	18,697	19,955	15,512	14,805	30,834	37,229
Actual	175,251	301,168	114,764	184,297	270,826	496,371
Projected	701,005		459,057		1,083,304	

Current Budget	75.00%
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Budgeted	313,020	290,080	172,670	181,552	495,800	495,800
Bdgt vs Act.	55.99%	103.82%	66.46%	101.51%	54.62%	100.12%

GENERAL FISCAL PROJECTIONS

	2019	2020	2021	2022	2023	2024
Actual	973,725	1,044,415	1,195,339	1,440,930	1,403,985	824,410
Projected						3,201,847
Budgeted						2,297,465
Bdgt vs Act						35.88%

O&M FISCAL PROJECTIONS

	2019	2020	2021	2022	2023	2024
Actual	1,095,547	1,127,464	1,245,270	1,393,570	1,421,986	800,444
Projected						2,962,175
Budgeted						2,653,804
Bdgt vs Act						30.16%

Village Debt 2024

	January	February	March	April	May	June	July	August	September	October	November	December	Pmts Due
ILEPA													
Balance Due Totals													
Water Tower	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 923,668.09						Jan/July
Total	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 923,668.09	\$ -	\$ -	\$ -	\$ -	\$ -	-
Four Rivers Sanitary Auth.													
Balance Due Totals													
Fuller Creek Phase C	\$ 3,556,641.20	\$ 3,556,641.20	\$ 3,556,641.20	\$ 3,556,641.20	\$ 3,556,641.20	\$ 3,556,641.20	\$ 3,448,369.00						Jan/July
Fuller Creek Phase D&F	\$ 1,105,851.13	\$ 1,074,667.53	\$ 1,074,667.53	\$ 1,074,667.53	\$ 1,074,667.53	\$ 1,074,667.53	\$ 1,074,667.53						Feb/Aug
Future Costs	\$ 915,188.62	\$ 915,188.62	\$ 915,188.62	\$ 915,188.62	\$ 915,188.62	\$ 892,746.83	\$ 892,746.83						Jun/Dec
Total	\$ 5,577,680.95	\$ 5,546,497.35	\$ 5,546,497.35	\$ 5,546,497.35	\$ 5,546,497.35	\$ 5,524,055.56	\$ 5,415,783.36	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total All Debt	\$ 6,540,712.72	\$ 6,509,529.12	\$ 6,509,529.12	\$ 6,509,529.12	\$ 6,509,529.12	\$ 6,487,087.33	\$ 6,339,451.45	\$ -	\$ -	\$ -	\$ -	\$ -	-

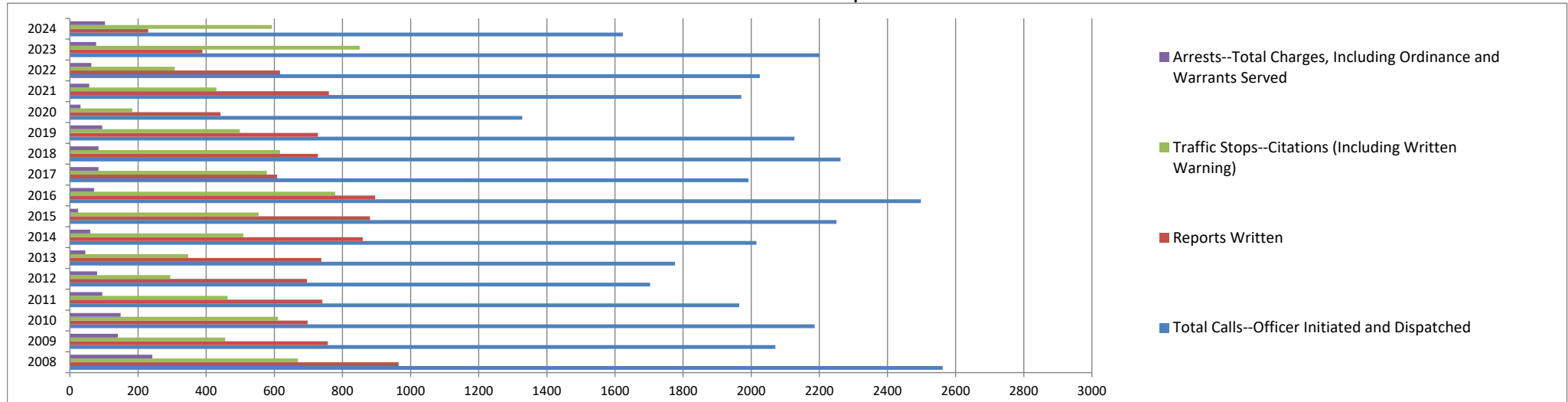
**Winnebago Police Department
2021/2022/2023/2024 Calls and Offenses**

Section 16. Item #a.

Offense Type	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total 2024	Total 2023	Total 2022	Total 2021
Aggravated Battery (including Agg. Domestic)	0	0	0	0	0	0	0	0					0	2	6	4
Armed Robbery	0	0	0	0	0	0	0	0					0	0	0	1
Assault (Includes Aggravated Offense)	0	0	0	0	0	0	0	0					0	2	5	0
Battery	0	0	0	0	0	0	0	0					0	7	8	4
Burglary/Burglary from Vehicle	0	0	0	0	0	0	0	0					0	0	3	5
Criminal Damage to Property	0	1	0	2	2	0	1	0					6	8	9	3
Criminal Damage to State Supported Property	0	0	0	0	0	0	0	1					1	0	0	0
DUI Alcohol / Drugs Includes Agg. DUI	0	0	0	1	0	0	0	0					1	7	11	5
Disorderly Conduct	0	0	1	3	0	1	1	3					9	14	15	12
Domestic Trouble/Domestic Battery/OP Violation /Vio.Stalking Order	1	1	0	1	0	2	1	1					7	29	36	37
Fleeing to Elude (Aggravated)	0	0	0	0	0	0	0	0					0	4	4	2
Hit and Run	1	0	1	1	0	0	0	1					4	2	4	7
ID Theft / Forgery / Decept. Prac.	0	1	1	1	1	0	2	0					6	11	9	23
Illegal Consumption / Minor in Possession of Alcohol	0	0	0	0	0	0	0	0					0	1	0	0
Possession of Cannabis (Manu./Deliver)	1	0	1	0	0	0	1	0					3	8	4	6
Possession of Controlled Substance	1	0	0	0	0	0	0	0					1	0	2	3
Possession of Drug Paraphernalia	0	0	0	0	0	0	0	0					0	2	1	1
Reckless Conduct	0	0	0	0	0	0	0	0					0	0	0	0
Reckless Discharge of a Firearm	0	0	0	0	0	0	0	0					0	0	0	0
Reckless / Negligent Driving	0	0	0	0	0	0	2	0					2	1	3	5
Residential Burglary	0	0	0	0	0	0	0	0					0	0	3	0
Resisting Obstructing Peace Officer	0	0	0	0	0	0	0	0					0	4	0	0
School Bus Arm Violation	0	0	0	0	0	0	0	0					0	2	3	3
Sexual Abuse/Assault	0	0	0	0	0	0	1	0					1	0	1	0
Suicide Attempt / Threat of Suicide / Mental Health Call	0	4	2	2	3	0	5	4					20	28	28	7
Suspended/Revoked Driver's License/Registration	1	5	7	6	4	8	26	14					71	29	8	19
No Valid Driver's License	0	0	0	1	0	0	0	0					1	4	4	5
Theft of Vehicle (Recover Stolen)	0	0	0	0	0	0	0	0					0	2	2	3
Theft Over \$500 / Retail Theft	0	0	0	1	0	0	0	0					1	1	4	2
Theft Under \$500.00 / Retail Theft	1	1	0	0	2	1	2	3					10	23	15	13
Unlawful Use of Weapon (Aggravated)	0	0	0	0	0	0	0	0					0	1	3	2
Violation of Bail Bond	0	0	0	0	0	0	0	1					1	0	0	1
Warrant Service	0	1	0	1	1	1	1	0					5	10	12	10

*Report does not reflect all calls, all reports written, or all arrests

Calls for Service / Reports Written



Section 16. Item #a.

Total from previous Years	\$ 105,500.00
Grand Total	\$108,500.00

Winnebago Police Department
Traffic Speed Sign Data: August 2024

Location	Average Speed	Max Speed	Car Count
N. Elida Street	35.71	54	91540
W. McNair Road	32.77	55	11653
Swift Street	26.53	67	3014
Cunningham Road	39.35	72	35365
E. McNair Road	49.77	87	20063

****These numbers also include first responders responding to calls for service****

**Village Engineer Report
for
Village of Winnebago**

**Village Board Meeting
September 9, 2024**

THE FOLLOWING REPORT OF ACTIVITIES IS PROVIDED TO THE VILLAGE BOARD FOR INFORMATIONAL PURPOSES:

Active Projects:

#22-837 S. Church Street and Goodling Street Water Main Looping Project – Fehr Graham has continued to update plans, as well as make permit submittals for the project. At the request of Joseph Dienberg via email on August 13, 2024, Fehr Graham provided an additional services proposal to the Village covering bidding documents and services, construction observation, as well as contract management.

#22-1342 Winnebago IEPA Project Planning – The Project Planning Report has been submitted to IEPA for review. Funding nomination forms for water main replacement and Well No. 5 have been submitted to IEPA for inclusion in the intended funding list. IEPA is requesting an archaeological survey as part of its environmental clearance process. Midwest Archaeological Research Services, Fehr Graham’s subcontracted archaeological research team, is progressing with their survey work. Per email correspondence from the Osage Nation dated May 2, 2024, they have approved the completed archaeological survey and provided a “No Properties” letter. Approval documentation was submitted to the IEPA.

#23-271 Winnebago 2023 MFT Street Design –Final close-out document submittal made to IDOT on December 18, 2023. Will provide approved documents as they become available.

#23-1378 Winnebago Clayton Court WM Looping Design – A final alignment was decided between the Village and Fehr Graham, and the plan set has been updated. An Application for Construction Permit was submitted to the IEPA on February 5, 2024. Final easement exhibits were prepared and submitted to the Village for coordination with property owners. A meeting between the Village and Fehr Graham regarding easement acquisition for the project was held on March 26, 2024. Per correspondence with the Village, properties are in the process of changing ownership and once all legal proceedings have finished, easement negotiations are to resume.

#24-125-PH01 Winnebago General – On August 15, 2024, Fehr Graham was included in a conference call with the Village and Ryan Winters from the Peak Storage development to discuss general plan revision needs, as well as a potential letter of credit regarding the proposed recreation path for the site. On August 23, 2024, revised plans were provided to Fehr Graham for review with compliance with the Village of Winnebago Code. Review comments, as well as an EOPC for the letter of credit, were provided to Joseph Dienberg via email dated August 26, 2024.

#24-125-PH05 Winnebago General – Fehr Graham was requested to provide strategic planning materials to the Village via email from Joseph Dienberg on August 15, 2024. Fehr Graham was able to assemble a submittal consisting of the Village’s 2000 Comprehensive Plan, the 2011 Comprehensive Water Report, the 2014 Drainage Easements Report, as well as the most recent storm water infrastructure map for the Village and provided it via email to Joseph Dienberg on August 19, 2024.

#24-125-PH04 Winnebago General – At the Request from the Village, Fehr Graham was tasked with assembling and providing a proposal regarding design services for the removal and replacement of the existing box culvert located on Westfield Road. Fehr Graham provided the proposal via email to Joseph Dienberg on August 23, 2024.

24-1255 Cunningham Road Water Main Replacement – Agreement for the project was executed by the Village on July 16, 2024. Fehr Graham has continued revisions of the plan set to meet current permitting requirements, as well as revisions to project specifications.

#24-271A Winnebago 2024 MFT Street Construction – Construction for the Village MFT project started on June 25, 2024. Fehr Graham has been on site, inspecting all removals and coordinating questions and schedules as necessary between the Village and the Contractor. The Village and Fehr Graham held a punch list walkthrough on August 21, 2024. No corrections were needed. Quantities were provided to the Contractor for their approval.

Respectfully Submitted,



Luke Ziegler
Staff Engineer

O:\Winnebago, Village of\24-125 - 2024 General Engineering Services\PA Final\PH05 - Village Board - General Items\Village Engineer Reports\24-125 - Winnebago 2024-09-09 September Engineer Report.doc

CODE ENFORCEMENT OFFICER AND BUILDING OFFICIAL REPORT**August 1, 2024 – August 31, 2024****CODE ENFORCEMENT:**

- 114 S BENTON - PROPERTY MAINTINENCE - in process of demolition
- 201 S ELIDA – HIGH GRASS – ongoing
- 126 S BENTON – Zoning Violation/ Person living in the commercial property/ letter sent
- 402 S CHURCH – Rubbish in driveway/ letter sent

RESOLVED FROM LAST MONTH:

- 307 S GOODLING ST – HIGH GRASS - extra field has been cut
- 409 MALLARD RD – HIGH WEEDS – letter sent/ vehicle in yard – on going

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	PROJ TYPE
24-73 RES04	8/12/2024	LIONHEART CAPITOL HOLDINGS	117 N SWIFT ST	OWNER	RES ELECTRICAL
24-74 COMM06	8/19/2024	MCDONALDS CORPORATION #5647	103 CAPRIOLA PARKWAY	OWNER	COM REMODEL
24-75 RES11	8/14/2024	SCHUUR, STEVE	706 JARVIS DRIVE	OWNER	ROOF TOP SOLAR
24-76 RES11	8/14/2024	WARKENTIEN, RANDY	211 BOOKER DR	OWNER	ROOF TOP SOLAR
24-78 RES13	8/16/2024	BUTLER, STEVE	404 N ELIDA STREET	OWNER	SLAB
24-79 RES06	8/16/2024	EMERICK, ROBERT & DOROTH	808 GREGORY WAY	OWNER	RESIDENTIAL FENCE
24-80 RES06	8/16/2024	LOSEY, TOM & MARIA	602 S CHURCH STREET	OWNER	RESIDENTIAL FENCE
*** TOTALS ***		NUMBER OF PROJECTS:	7	VALUATION:	0.00
				FEES:	2,604.20

Casper Manheim,
Building Official & Code Enforcement Officer

MONTHLY WATER USAGE 2024

2024 READ CYCLE DATES	CYCLE DAYS	GALLONS PUMPED WELL # 2	GALLONS YTD WELL #2	GALLONS PUMPED WELL # 3	GALLONS YTD WELL #3	GALLONS PUMPED WELL # 4	GALLONS YTD WELL #4	TOTAL GALLONS PUMPED	GALLONS PUMPED YTD	TOTAL GALLONS BILLED FROM REGISTER	GALLONS LESS (PUMPAGE OF Well #2, #3, #4)	GALLONS YTD PER BILLING REGISTER	% FOR MONTH	% YTD	LEAKS & MAIN SERVICE BREAKS
7/25/24 - 08/26/24	32	2,311,700	16,495,600	2,263,400	14,226,000	3,028,200	21,510,000	7,603,300	52,231,600	14,973,677	7,370,377	65,899,745	97%	126%	
06/25/24-07/24/24	29	2,027,000	14,183,900	1,668,900	11,962,600	2,765,600	18,481,800	6,461,500	44,628,300	12,760,720	6,299,220	58,529,368	97%	131%	
05/24/24-06/24/24	31	1,703,000	12,156,900	2,187,000	10,293,700	3,016,000	15,716,200	6,906,000	38,166,800	15,232,870	8,326,870	52,230,148	121%	137%	Main break
4/26/24-05/23/24	27	1,522,000	10,453,900	2,381,000	8,106,700	3,099,000	12,700,200	7,002,000	31,260,800	12,969,237	5,967,237	28,670,408	85%	92%	
3/26/24 -04/25/24	30	1,972,500	8,931,900	1,539,700	5,725,700	2,306,000	9,601,200	5,818,200	24,258,800	11,052,493	5,234,293	22,703,171	90%	94%	water main break, hydrant flush
2/26/24-3/25/24	28	1,878,700	6,959,400	1,017,500	4,186,000	2,160,000	7,295,200	5,056,200	18,440,600	9,883,714	4,827,514	17,468,878	95%	95%	
1/25/24-2/26/24		2,338,900	5,080,700	1,453,300	3,168,500	2,598,200	5,135,200	6,390,400	13,384,400	12,491,103	6,100,703	12,641,364	95%	94%	
12/19/24-1/24/24	36	2,741,800	2,741,800	1,715,200	1,715,200	2,537,000	2,537,000	6,994,000	6,994,000	13,534,661	6,540,661	6,540,661	94%	94%	

* GALLONS PER BILLING LESS Well #2, Well #3, Well #4 GA. Pumped.

Z:\WATER DEPT\MONTHLY WATER REPORTS\WATER USAGE TABLES\Monthly Water Usage Table 2024

UTILITY BILLING MONTHLY REPORT



BOARD BRIEFS

Section 16. Item #e.

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

2024 VOLUME 26
WEEK OF AUG 5

Public Works completed daily rounds per IEPA requirements, including data recording and water treatment at six deep water wells, along with in-person site visits, SCADA supervision, and the collection of 10 representative water samples for QA/QC. They also completed IEPA-required BACTI and fluoride sampling, DBP samples, and nitrite/nitrate submittals to certified labs for QA/QC, including submission to Pace Analytical. The department completed two mowing circuits, two trash circuits, and routine wellhouse cleaning and maintenance, including public restrooms at lighted ball diamonds. Thirty meter toppers were installed, and storm debris clean-up continued. 18 Julie locates were completed, along with rough mowing of rural roads and walking paths. Public Works removed 80 feet of sidewalk in preparation for concrete, worked on several drainage improvements including ditch cleaning and culvert cleanouts, and addressed tree trimming needs for sign visibility. Trustee Kim toured critical assets, and a meeting was held with FRSA regarding homeowner sewer back-ups. A large road blowout from a failed storm sewer frame and grate was removed at 508 Wallin Ct.

PUBLIC WORKS

The Police Department recorded 60 calls for service, wrote 24 incident reports, made 19 arrests, and issued 33 citations and warnings. Utilizing the FLOCK network, the suspect in the recent retail theft incident has been identified, and a warrant for the individual's arrest has been issued. The installation of FLOCK cameras targeting eastbound and westbound traffic on Elida Street/Winnebago Road is pending permitting by the State of Illinois. Additionally, an initiative to partner with a local business to install FLOCK network cameras on the business property is in its early stages.

POLICE

Training and migration into LOCiS began on Friday with the Village Treasurer and a representative from LOCiS. As training progresses and Data is imported, the LOCiS and Incode will run concurrently, with a goal date of January 1 to fully complete the migration. The Deputy Clerk completed payroll, and also prepared notices of the upcoming consolidated election, as well as board meeting preparations. The Village Administrator and Director of PW met offsite with the Sanitary District to discuss recent sewer back ups. While they are currently evaluating their own operations, the Village is preparing information for the village board to address the stormwater challenges that can be improved. The Village Administrator also met with a downtown business owner discussing future buildout plans for a new restaurant, and also communicated with various developers about the next steps in each development.

OFFICE STAFF



BOARD BRIEFS

Section 16. Item #e.

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

2024 VOLUME 27
WEEK OF AUG 12

The Treasurer finished July reconciliations, started the new Locis utility billing software training with the front office and Deputy Clerk, and worked on the Municipal Utility Tax (MUT) report. The Deputy Clerk worked on minutes and publishing approved ordinances and resolutions, while the front office staff assisted in boil order notifications and phone calls to residents. The Village Administrator began preparing materials for the August Committee of the Whole (CoW) meeting and followed up on various items approved after Monday's board meeting. The Administrator also worked with NIU to set up a timeline for the recently approved Strategic Planning Process, with the kickoff meeting scheduled for October 28th. Additionally, the Administrator assisted the developer of Peak Storage in moving their project forward.

OFFICE STAFF

Public Works completed daily rounds per IEPA requirements, including data recording and water treatment at six deep water wells, along with in-person site visits, SCADA supervision, and the collection of 10 representative water samples for QA/QC. They replaced a fire hydrant on the 300 Block of W Runyard St., which required a three-block main line shutdown and boil order notification for the affected area. The team completed two mowing circuits, two trash circuits, and routine wellhouse cleaning and maintenance, including public restrooms at lighted ball diamonds. Seven meter toppers were installed, exhausting the current supply due to supply chain issues. Storm debris cleanup continued, and 16 Julie locates were completed. The team conducted rough grading of gravel areas on the walking path impacted by last month's rains, removed additional sidewalk in preparation for concrete, and worked on drainage improvements, including ditch cleaning and culvert cleanouts on the 100 block of N Swift Street. Tree trimming was addressed for storm damage and sign visibility, a damaged pet waste container along the walking path was repaired, and work was done on school crosswalk buttons and chemical scale calibrations and load cell replacements.

PUBLIC WORKS

The Police Department recorded 41 calls for service, wrote 9 incident reports, made 3 arrests. They also issued 7 citations and warnings. Four Freedom of Information Act requests were received, with two completed and issued to the requestor and two still being processed. As of August 12, 2024, School Resource Officer J. Spelman has returned to his school duty assignment.

POLICE



BOARD BRIEFS

Section 16. Item #e.

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

2024 VOLUME 28
WEEK OF AUG 19

The Police Department recorded 48 calls for service, wrote 12 incident reports, made 12 arrests, and issued 24 citations and warnings. One FOIA request was received and is being processed. Officer D. Cotter attended Taser Instructor Training, enabling the department to conduct this training and certification in-house. Sgt. Haff participated in a Northern Illinois Police Memorial Committee meeting to plan for the 2025 Police Memorial Week events. Another retail theft at a local business was thwarted by an observant employee and the quick response of police officers, leading to a felony arrest.

POLICE

The Treasurer continued training for the software transition and worked on reversing errors in historical reconciliations while also progressing on the Municipal Utility Tax (MUT) Report. The Village Administrator advanced discussions with developers on the Peak Storage project and worked with the school district on their parking lot project. Together with the Deputy Clerk, the Administrator worked on preparing the packet for the Committee of the Whole (CoW) meeting, which included drafting ordinances, preparing memos, and conducting various research. Additionally, the Village Administrator, Public Works Director Chad Insko, and the Treasurer met with Region1 Planning to explore potential stormwater grants. The Village Administrator also attended a NorthCOG meeting on Friday.

OFFICE STAFF

The Public Works team completed their daily rounds as per IEPA requirements, which included data recording and water treatment at six deep water wells, in-person site visits, SCADA supervision, and the collection of 10 representative water samples for QA/QC. They conducted weed eating along all poles of the 7-mile walking path and around heavy school routes, collaborated with Winnebago County on repairing adversely affected areas of the walking path, and began tree trimming along the path. Additionally, tree trimming was conducted around school signs and for corner visibility. The team completed two mowing circuits and two trash circuits, performed routine wellhouse cleaning and maintenance on Tuesday (including public restrooms at lighted ball diamonds), and continued debris cleanup. They also completed 10 Julie locates, removed additional sidewalk, curb, and gutter in preparation for concrete work, and completed street sweeping in several curbed areas, including manually sweeping residential areas in the Willingham subdivision. The 2017 Ford F-350 was delivered to the dealership for a factory recall of steering components, and the 2024 Chevy 1-ton dump truck was delivered for a factory recall of braking and trailer braking components. Mowers were also serviced, with the ignition switch replaced on the Simplicity and tires on the Ferris. Finally, the walk-through and punch list on the 2024 MFT project were finalized with Fehr Graham and Rock Road.

PUBLIC WORKS



BOARD BRIEFS

Section 16. Item #e.

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

2024 VOLUME 29
WEEK OF AUG 26

Public Works completed daily rounds per IEPA requirements, which include data recording and water treatment measures at six deep water wells, along with in-person site visits to each critical infrastructure site and collecting 10 representative water samples for QA/QC. The team began tree trimming on the walking path and continued trimming around school signs and corners for improved visibility. They completed two mowing circuits and two trash circuits, and routine wellhouse cleaning and maintenance, including at the lighted diamond public restrooms. Maintenance was conducted on the 2021 Chevy 1500, including an oil change. Work continued on improving drainage areas. The team prepped concrete pads for memorial benches on the walking path and poured 1000 square feet of concrete for sidewalk repairs in Resh Farms and Slack Subdivision.

PUBLIC WORKS

The Police Department recorded 44 calls for service, wrote 6 incident reports, made 2 arrests, and issued 19 citations and warnings. Flock camera installations are progressing, with all four cameras now installed at the Cunningham Road / Elida Street intersection. The cameras scheduled for east and west directions on U.S. Route 20 near Winnebago Road/Elida Street are currently in the permitting phase. All Winnebago schools are back in session, and there have been no school bus stop arm violations reported.

POLICE

The Village Treasurer continued working on Municipal Utility Tax Reporting, as well as beginning preparations for the monthly treasurer's report. The front office completed monthly billing. The Deputy Clerk worked on post CoW Meeting tasks, as well as preparing for the September Board Meeting. The Village Administrator met with the Owner of Olson's Funeral and Cremation services to discuss the next step in their Special Use Permit, as well as working with Fehr Graham and the developer of Peak Storage to move their project forward. Additionally, The Village Administrator engaged in conversations with multiple property owners looking to pre annex into the Village, and is beginning to research the process to ensure a smooth process if the property owners decide to move forward. A press release was also sent out to local media outlets to share that the Village is moving forward with the strategic planning process, and reporters have reached out to do a story featuring the Village.

OFFICE STAFF



Agenda Item Executive Summary

Item Name A RESOLUTION APPROVING PAY APPLICATION NO. 1 FOR THE 2024 MFT PROJECT Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village of Winnebago has received Pay Application No. 1 from Fehr Graham, the Village Engineer, for the 2024 Motor Fuel Tax (MFT) project, covering work completed between June 25, 2024, and July 12, 2024. The quantities for this application were measured by Fehr Graham staff and reviewed by the Village, Contractor (Rock Road Companies, Inc.), and their subcontractors. The application includes \$223,930.25 worth of completed work, with a net amount of \$201,537.22 due after retainage. Several items, such as PCC Sidewalk Removal/Replacement and HMA Surface Course, exceeded the original bid quantities, and the additional costs for Norwest's re-mobilization and pinning sidewalks will be addressed in a future change order. The resolution authorizes the Village Administrator, Director of Public Works, or their designee to process the payment, ensuring the project continues efficiently.

ATTACHMENTS (PLEASE LIST)

Signed Pay Application No. 1, 24-271A Pay Application No. 1 Quantities, Resolution

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2024-__, A RESOLUTION APPROVING PAY APPLICATION NO. 1 FOR THE 2024 MFT PROJECT

Staff: Joseph Dienberg, Village Administrator Date: 9/9/2024
Chad Insko, Director of Public Works



Engineer's Payment Estimate

Local Public Agency

County

Route(s) (Street/Road)

Section Number

Estimate 1

Village of Winnebago

Winnebago

Various

24-00000-00-GM

☐ Final

Payable to Name

Rock Road Companies, Inc.

Address

Date From

Date To

P.O. Box 1818 Janesville, WI 53547-1818

06/25/24

07/12/24

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
Pavement Surface Removal - 1.5"	SY	9400	\$21,338.00			9348.4	\$2.2700	\$21,220.8680
Pavement Replacement - Special	SY	215	\$3,543.20				\$16.4800	
Approach Pavement Removal	SY	500	\$7,535.00			237.9	\$15.0700	\$3,585.1530
Combination Curb and Gutter Removal	LF	1700	\$27,319.00			1208.5	\$16.0700	\$19,420.5950
PCC Sidewalk Removal	SF	2700	\$9,504.00			2700	\$3.5200	\$9,504.0000
HMA Surface Course, IL9.5, N50 - 1.5"	TON	815	\$66,015.00			815	\$81.0000	\$66,015.0000
Bituminous Materials (Tack)	LB	2115	\$21.15			2115	\$0.0100	\$21.1500
HMA Approach Pavement - 3"	SY	450	\$10,674.00			231.10	\$23.7200	\$5,481.6920
PCC Approach Pavement - 6"	SY	50	\$5,169.00			6.80	\$103.3800	\$702.9840
Base Repair, Complete	SY	300	\$16,860.00				\$56.2000	
Combination Curb and Gutter, Type M-6.12	LF	1700	\$67,167.00			1208.5	\$39.5100	\$47,747.8350
PCC Sidewalk - 5"	SF	2700	\$32,076.00			2700	\$11.8800	\$32,076.0000
Detectable Warning	SF	20	\$811.80			20	\$40.5900	\$811.8000
Inlet Adjustment	EA	20	\$20,092.40			2	\$1,004.6200	\$2,009.2400
Sanitary Manhole Adjustment	EA	10	\$12,859.10			0	\$1,285.9100	

Local Public Agency

County

Route(s) (Street/Road)

Section Number

Section 18. Item #a.

Village of Winnebago

Winnebago

Various

24-00000-00-GM

Pay Items	Meas.	Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
Storm Manhole Adjustment	EA	1	\$1,004.62			0	\$1,004.6200	
Concrete Washout Basin	EA	1	\$202.93			1	\$202.9300	\$202.9300
Restoration	LS	1	\$15,131.00			1	\$15,131.0000	\$15,131.0000
Total			\$317,323.20	Total				\$223,930.25

Miscellaneous Extras and Credits				Values	
				Total Miscellaneous Extras and Credits	
				Total Value of Completed Work	
				Deduct Retainage	
				Balance Due of Completed Work	
Miscellaneous Debits				Values	
				Total Miscellaneous Debits	
				Net Cost of Section	
				Previous Payments	
				Net Amount Due	

☒ The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).

☐ The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.

☐ The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Local Public Agency	County	Route(s) (Street/Road)	Section Number
Village of Winnebago	Winnebago	Various	24-00000-00-GM

Resident Engineer Signature & Date

Luke Ziegler 8-29-24

Prepared by

Luke Ziegler

Title

Staff Engineer

Local Agency Signature & Date

Pay Requests Village of Winnebago - Heeren Drive & Shelden Drive Repaving Project Project No. 24-271A										
		Original Bid			Rock Road Award		Pay Request #1		Remaining After Pay App No. 1	
No.	Description	Quantity	Unit	Total Quantities TD	Bid Price	Total	Quantity	Total	Quantity	Total
Heeren Drive & Shelden Drive										
1	PAVEMENT SURFACE REMOVAL - 1.5"	9400	SY	9,348.40	2.27	\$ 21,338.00	9348.4	\$ 21,220.87	0	\$ -
2	PAVEMENT REPLACEMENT - SPECIAL	215	SY	0.00	16.48	\$ 3,543.20	0.0	\$ -	0	\$ -
3	APPROACH PAVEMENT REMOVAL	500	SY	237.90	15.07	\$ 7,535.00	237.9	\$ 3,585.15	0	\$ -
4	COMBINATION CURB AND GUTTER REMOVAL	1700	LF	1,208.50	16.07	\$ 27,319.00	1208.5	\$ 19,420.60	0	\$ -
5	PCC SIDEWALK REMOVAL	2700	SF	2,745.00	3.52	\$ 9,504.00	2700.0	\$ 9,504.00	45.00	\$ 158.40
6	HMA SURFACE COURSE, IL9.5, N50 - 1.5"	815	TON	954.40	81.00	\$ 66,015.00	815.0	\$ 66,015.00	139.40	\$ 11,291.40
7	BITUMINOUS MATERIALS (TACK)	2115	LB	2,115.00	0.01	\$ 21.15	2115.0	\$ 21.15	0	\$ -
8	HMA APPRAOCH PAVEMENT - 3"	450	SY	231.10	23.72	\$ 10,674.00	231.1	\$ 5,481.69	0	\$ -
9	PCC APPROACH PAVEMENT - 6"	50	SY	6.80	103.38	\$ 5,169.00	6.8	\$ 702.98	0	\$ -
10	BASE REPAIR, COMPLETE	300	SY	0.00	56.20	\$ 16,860.00	0.0	\$ -	0	\$ -
11	COMBINATION CURB AND GUTTER, TYPE M-6.12	1700	LF	1,208.50	39.51	\$ 67,167.00	1208.5	\$ 47,747.84	0	\$ -
12	PCC SIDEWALK - 5"	2700	SF	2,745.00	11.88	\$ 32,076.00	2700.0	\$ 32,076.00	45.00	\$ 534.60
13	DETECTABLE WARNING	20	SF	20.00	40.59	\$ 811.80	20.0	\$ 811.80	0	\$ -
14	INLET ADJUSTMENT	20	EA	2.00	1,004.62	\$ 20,092.40	2.0	\$ 2,009.24	0	\$ -
15	SANITARY MANHOLE ADJUSTMENT	10	EA	0.00	1,285.91	\$ 12,859.10	0.0	\$ -	0	\$ -
16	STORM MANHOLE ADJUSTMENT	1	EA	0.00	1,004.62	\$ 1,004.62	0.0	\$ -	0	\$ -
17	CONCRETE WASHOUT BASIN	1	EA	1.00	202.93	\$ 202.93	1.0	\$ 202.93	0	\$ -
18	RESTORATION	1	LS	1.00	15,131.00	\$ 15,131.00	1.0	\$ 15,131.00	0	\$ -
19	NORWEST ADDITIONAL MILLING MOBILIZATION	0	LS	1.00	500.00	\$ -	0.0	\$ -	1.00	\$ 500.00
20	NORWEST ADDITIONAL SIDEWALK PINNING	0	LS	1.00	715.00	\$ -	0.0	\$ -	1.00	\$ 715.00
TOTALS					\$317,323.20		\$223,930.25		\$13,199.40	
RETAINAGE					N/A		\$22,393.03		\$22,393.03	
PAY APPLICATOIN TOTAL (MINUS RETAINAGE)					N/A		\$201,537.22			

Section 18. Item #a.

Scale Tickets (tons)

20.11
20.19
20.24
20.23
19.95
20
19.32
19.12
20.29
20.17
20.04
20.08
19.95
19.82
20.09
19.2
19.21
19.45
19.22
18.96
19.03
19.02
20.35
20.35
20.19
19.95
20.14
19.96
20.08
20.01
20.18
19.96
20.05
19.95
19.97
20.32
19.92
19.95
20.05
20.05
19.62
19.94
18.91
20.46
19.99
20.09

19.89
20.38

954.4

RESOLUTION NO. 2024-____R

A RESOLUTION APPROVING PAY APPLICATION NO. 1 FOR THE 2024 MFT PROJECT

WHEREAS, the Village of Winnebago has contracted with Fehr Graham, the Village Engineer, for engineering services related to the Village's 2024 Motor Fuel Tax (MFT) project; and

WHEREAS, Fehr Graham, as the Village Engineer, has prepared and executed Pay Application No. 1 for the 2024 MFT project, which covers work completed between June 25, 2024, and July 12, 2024; and

WHEREAS, the quantities included within Pay Application No. 1 were measured by Fehr Graham field staff and have been reviewed by Village representatives, the Contractor (Rock Road Companies, Inc.), and their subcontractors; and

WHEREAS, it has been noted that several items, including PCC Sidewalk Removal/Replacement and the HMA Surface Course, exceeded bid quantities, which are not yet addressed within a change order; and

WHEREAS, Fehr Graham has also identified additional costs related to Norwest's work in pinning sidewalks and re-mobilizing to the additional milling area, which will be included in a future pay application pending the approval of the required change order; and

WHEREAS, Pay Application No. 1 reflects the work completed to date in the amount of \$223,930.25, with a net amount due to Rock Road Companies, Inc. of \$201,537.22, after deducting retainage; and

WHEREAS, the Village Board of Trustees has reviewed Pay Application No. 1 and associated documentation, including the detailed excel sheet showing measured quantities, those included within Pay Application No. 1, and those that remain outstanding;

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

SECTION I

The recitals set forth above are incorporated in and made a part hereof.

SECTION II

1. **Approval of Agreement:** The Village of Winnebago hereby approves Pay Application No. 1 for the 2024 MFT project in the amount of \$201,537.22 payable to Rock Road Companies, Inc.
2. **Authorization to Execute:** The Village Administrator, the Director of Public Works, or their designee is hereby authorized and directed to process the payment in accordance with the terms outlined in the pay application.
3. **Effective Date:** This Resolution shall be in full force and effect from and after its passage and approval as required by law.

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to provide a copy of this resolution to all appropriate parties and to take any further actions necessary to implement this resolution.

APPROVED:

Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago, Illinois

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____



Agenda Item Executive Summary

Item Name Westfield Box Culvert With Stormwater Management Engineering Task order Committee or Board Board

BUDGET IMPACT

Amount:	\$35,200	Budgeted:	yes
List what fund:	01-42-532		

EXECUTIVE SUMMARY

The Village of Winnebago is facing significant challenges with its aging stormwater systems, as well as certain structures that convey stormwater under roadways particularly the box culvert under Westfield Rd. After considerable attention was given to this structure during the heavy rain events of June and July 2024, it was deemed that an official engineering evaluation was needed. Attached herein are copies of the evaluation and first opinions from Fehr Graham. Additionally, the road surface at this location is compromised and the appropriate slope and or guard rail per IDOT specifications is also not in place. Currently the Evaluation has presented that this box culvert needs replacement. To properly evaluate the sizing of the box culvert or an equal alternative it is recommended that an area wide stormwater assessment be done Fehr Graham is presenting the attached task order to facilitate the Engineering needs of this project.

ATTACHMENTS (PLEASE LIST)

Fehr Graham professional services, Westfield Box Culvert Evaluation, Fehr Graham EOPC, Resolution

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2024-___R, A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FEHR GRAHAM FOR ENGINEERING SERVICES RELATED TO THE WESTFIELD BOX CULVERT AND STORMWATER MANAGEMENT ASSESSMENT.

Staff: Chad Insko, Director of Public Works Date: 9/09/2024
Joseph Dienberg, Village Administrator

August 23, 2024

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

**RE: Proposal for Professional Services
Resh Farm Drainage Study and Improvements**

Dear President Eubank,

We understand the Village intends to replace the box culvert crossing under Westfield Road near the point of stormwater discharge from the Resh Farms subdivision. This replacement will require a topographic survey, the design of a new precast box culvert, a brief drainage review to confirm sizing of the new culvert and bidding documents and services.

The following is the scope of services which Fehr Graham is set to provide:

SCOPE OF SERVICES

Topographic Survey

Fehr Graham will perform a limited topographic survey at the Resh Farms stormwater outlet structure, as well as the area surrounding the box culvert under Westfield Road described above. Accurate edge of pavement locations will be obtained at the Westfield culvert along with visible utilities, and spot elevations where needed for design purposes. A permanent benchmark will be placed on site. Upon completion of the field data collection, GIS data and LIDAR contours from WinGIS will be supplemented into the survey information to create a base surface to work from.

Westfield Culvert Replacement Design

Fehr Graham will prepare the following Final Engineering Services:

- » Final Engineering Plans to facilitate replacement of the existing box culvert through the preparation of:
 - Removal Plan.
 - Will indicate the removal of existing box culvert and headwall sections.
 - Site Plan and Details.
 - Proposed plan layouts.
 - Proposed spot elevations.
 - Proposed culvert invert elevations. At this time, it is assumed that the Village is requesting a design for a precast box culvert structure.
 - Proposed pavement section and specification for Westfield Road.
 - Construction Detail Drawings.
 - Soil Erosion and Sedimentation Control Plans.
 - Details and Specifications relating to the work depicted in these drawings.
 - Brief drainage memo justifying culvert sizing based on the drainage area tributary to the culvert assuming the existing Resh Farms detention basin is not detaining to the Winnebago County Stormwater Ordinance requirements.

- » 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

Fehr Graham will prepare bidding documents and opinion of probable cost, advertisement of bid documents via QuestCDN, issuance of addendums, evaluation of bids, and recommendation of Contract award to the Village board. This shall also include the attendance and coordination for one (1) pre-bid conference.

EXCLUSIONS

The following items are **not** anticipated to be required as a part of this Scope of Services:

- » Environmental or soil remediation services.
- » Water and sanitary sewer improvements.
- » Civil and structural engineering design relating to the Resh Farms stormwater outlet structure.
- » Multiple culvert design options for Westfield Culvert replacement.
- » As-built survey.
- » National Pollutant Discharge Elimination System Permit and Stormwater Pollution Prevention Plan (assumed less than 1 acre of disturbance).
- » Permit fees.
- » Archaeological investigations.
- » Ecological investigations.
- » Preparation of permanent or temporary easements and/or right-of-way acquisition documents.
- » Utility coordination.
- » Title commitments.
- » Construction management and observation services.
- » Contract management services.
- » Construction staking.
- » Boundary survey.
- » Design services for scope outside of that listed above.
- » Multiple bidding processes.
- » Geotechnical borings and reporting.
- » Illinois Department of Natural Resources hydrologic and hydraulic study/report and permitting.
- » Preliminary bridge design and Hydraulic Report submission to Illinois Department of Transportation (DOT).
- » Type, Size, and Location Drawing for culvert structure (Illinois DOT).
- » PCSWMM modeling of Resh Farms Subdivision.
- » Stormwater modeling of existing Resh Farms stormwater basin.
- » Topographic survey of Resh Farms subdivision.

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

FEES

Based on the information available at this time, Fehr Graham is prepared to provide the Scope of Services described as follows on a lump sum basis:

» Topographic Survey	\$3,100.00
» Westfield Culvert Replacement Design	\$26,600.00
» Bidding Documents and Services	\$5,500.00
Total	\$35,200.00

AUTHORIZATION

We appreciate the opportunity to provide you with this proposal. Please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

I trust that the information we have provided is in line with your expectations. If you should have any questions or concerns, please do not hesitate to contact me in the office at (815) 394-4700.

Sincerely,

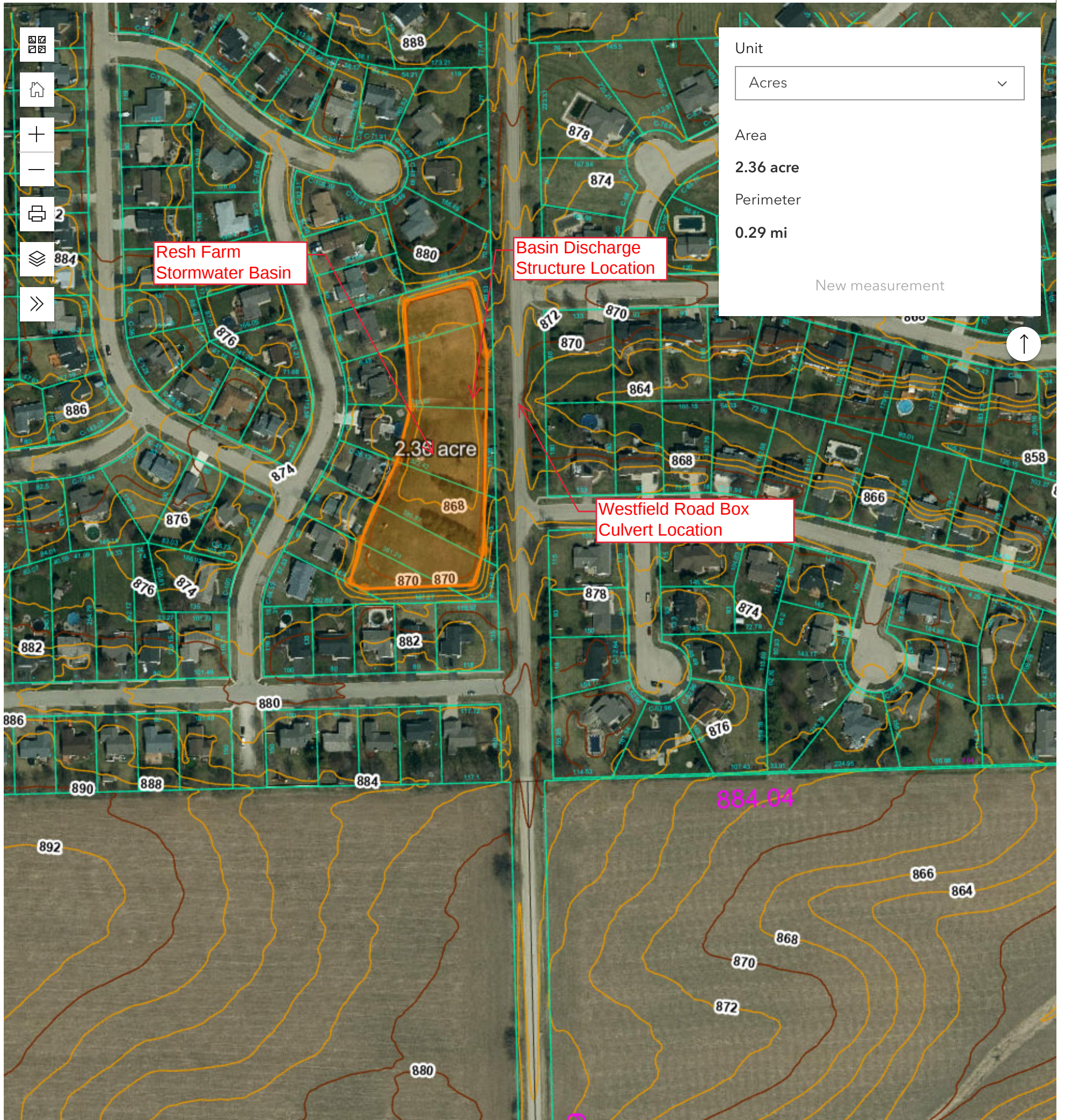


Seth Gronewold, PE
Principal

SWG:jjja

Enclosures

Site Exhibit
Agreement for Professional Services



AGREEMENT FOR PROFESSIONAL SERVICES

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

Description of Services:

Village of Winnebago – Resh Farm Drainage Study and Improvements

Fehr Graham will complete the scope of services as outlined in the proposal dated August 23, 2024, included herein.

COST:

Based on the information available at this time, Fehr Graham is prepared to provide the Scope of Services described as follows on a lump sum basis:

» Topographic Survey	\$3,100.00
» Westfield Culvert Replacement Design	\$26,600.00
» Bidding Documents and Services	\$5,500.00
Total	\$35,200.00

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Seth Gronewold, PE

Title Principal

Date Proposed August 23, 2024

24-1570

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

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

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

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

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

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

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the 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.

RESOLUTION NO. 2024-____R

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FEHR GRAHAM FOR ENGINEERING SERVICES RELATED TO THE WESTFIELD BOX CULVERT AND STORMWATER MANAGEMENT ASSESSMENT

WHEREAS, the Village of Winnebago ("Village") has identified significant concerns with the stormwater systems within its jurisdiction, specifically the aging box culvert structure under Westfield Road; and

WHEREAS, during heavy rain events in June and July 2024, the condition of the box culvert became an area of concern, with noticeable damage to both the structure and surrounding road surface; and

WHEREAS, an engineering evaluation has been conducted by Fehr Graham, which determined that the box culvert under Westfield Road needs to be replaced to ensure proper stormwater conveyance and road safety; and

WHEREAS, the Village has received a proposal from Fehr Graham for the provision of professional engineering services to conduct a topographic survey, design a new precast box culvert, provide drainage review, and prepare bidding documents for this project, with a total cost of \$35,200.00; and

WHEREAS, the scope of services provided by Fehr Graham includes surveying, preparation of engineering plans, soil erosion control, and assistance with the bidding process; and

WHEREAS, the funding for these services has been budgeted under the Stormwater Management Fund (01-42-532), as approved by the Village Board in the fiscal year 2024 budget; and

WHEREAS, it is in the best interest of the Village to proceed with this engineering project to address the deteriorating conditions and prevent further damage or risk to public safety;

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

SECTION I

The recitals set forth above are incorporated in and made a part hereof.

SECTION II

1. **Approval of Agreement:** The Village Board hereby approves the professional services agreement with Fehr Graham in the amount of \$35,200.00 for the engineering services related to the replacement of the Westfield Road box culvert and associated stormwater management assessment.
2. **Authorization to Execute:** The Village President, or his designee, is hereby authorized and directed to execute said agreement with Fehr Graham on behalf of the Village of Winnebago, subject to review and approval by the Village Attorney.
3. **Effective Date:** This Resolution shall be in full force and effect from and after its passage and approval.

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to provide a copy of this resolution to all appropriate parties and to take any further actions necessary to implement this resolution.

APPROVED:

Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago, Illinois

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED:

APPROVED:

PUBLISHED IN

PAMPHLET FORM:



Agenda Item Executive Summary

Item Name S. Church and Goodling Street Watermain looping Engineering Task order 22-837 Committee or Board Public Works

BUDGET IMPACT

Amount:	\$17,900.00	Budgeted:	Yes
List what fund:	51-44-534		

EXECUTIVE SUMMARY

Approved in the 2024 O/M Budget is the engineering and construction of the Church Street and Goodling Street Water Main looping project. This project required easement acquisition, which has been completed, and is now ready for the bidding and construction phase.

To date Fehr Graham has designed the project that will eliminate 2 dead end water mains, replace 2 Fire hydrants, improve water quality, and potentially double the fire flows as well as maintain IEPA required minimum residual water pressure during fire flows.

ATTACHMENTS (PLEASE LIST)

Fehr Graham task order 22-837
Resolution

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2024-__, A RESOLUTION APPROVING THE ENGINEERING SERVICES FOR THE S. CHURCH STREET AND GOODLING STREET WATER MAIN LOOPING PROJECT.

Staff: Chad Insko Director of Public Works Date: 9/09/24

August 23, 2024

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

**RE: Village of Winnebago – S Church St & S Goodling St Water Main Looping
22-837 - Additional Services**

Dear President Eubank,

Please accept this proposal for additional professional services for the above-referenced project. The following outlines the additional services and the associated fees.

Fehr Graham will provide professional services pertaining to construction engineering for work associated with the below scope items:

SCOPE OF SERVICES

- » Bidding Documents and Services
 - Fehr Graham will prepare bidding documents and opinion of probable cost, advertisement of bid documents via QuestCDN, issuance of addendums, evaluation of bids, and recommendation of Contract award to the Village Board. This shall also include the coordination and attendance for one (1) pre-bid conference
- » Construction Observation
 - Fehr Graham will provide full-time construction observation services, confirm products delivered to the site, provide construction layout services (water main, valve, and hydrant locations only), and review and confirm construction quantities for payment, as necessary. Fehr Graham will assist, as necessary, to provide support throughout the entirety of the project. Should actual conditions in the field result in the Contractor's request for a change in the contract time, scope, or contract cost for the project, Fehr Graham staff will be involved in the discussions related to any proposed change prior to authorization of change orders. At the conclusion of the project, Fehr Graham will create as-built plans for the Village to use for record and future reference. Fehr Graham will also assist in securing Illinois Environmental Protection Agency (EPA) operating permits for the installed water main. This scope assumes 60 hours of on-site observation.
- » Contract Management
 - As part of this work, Fehr Graham will also prepare contract documents, conduct one (1) pre-construction meeting, complete shop drawing reviews and approvals, prepare documentation of pay quantities, review Contractor provided payrolls as required by the contract documents, review and prepare progress and final pay requests, and complete the project close-out documentation. Further, all field measurements, records, and photo documentation of the proposed improvements will be summarized and provided for permanent record.

FEE SCHEDULE

At this time, Fehr Graham is prepared to complete the scope of work as detailed above in accordance with the following schedule of fees:

Bidding Documents and Services	\$3,800 (Lump Sum)
Construction Observation	\$11,800 (Time and Materials)*
Contract Management	<u>\$2,300 (Time and Materials)</u>
Total	\$17,900

**Note: Construction observation numbers are based on 60 hours of on-site observation for the water main replacement. Should additional contract time be needed by the Contractor, additional compensation will be required.*

EXCLUSIONS

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

- » Additional design engineering for improvements beyond the scope of the S Church St and S Goodling St water main improvements plans and specs.
- » Construction layout outside of water main, water valves, and hydrant staking.
- » Right-of-way permitting.
- » Geotechnical investigation.
- » Lead service line replacement coordination.
- » Easements and right-of-way acquisition coordination.
- » Material testing (i.e., concrete testing, aggregate base course density testing, Hot-Mix Asphalt density testing).
- » Bacterial testing related to Illinois EPA operating permitting.

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign the authorization line below to include this proposed scope and fee in the existing contract (Fehr Graham Project 22-837) and the associated terms and general conditions. If you should have any questions, please do not hesitate to contact me.

Sincerely,



Seth Gronewold, PE
Principal

SWG:adn

Authorization:

_____ **Date:** _____

RESOLUTION NO. 2024- ____R**A RESOLUTION APPROVING THE ENGINEERING SERVICES FOR
THE S. CHURCH STREET AND GOODLING STREET WATER MAIN
LOOPING PROJECT**

WHEREAS, the Village of Winnebago has identified the need to improve the water main system along S. Church Street and S. Goodling Street; and

WHEREAS, the project will eliminate two dead-end water mains, replace two fire hydrants, improve water quality, and potentially double the fire flows, ensuring the maintenance of IEPA-required minimum residual water pressure during fire flows; and

WHEREAS, the Village of Winnebago included the engineering and construction of the S. Church Street and Goodling Street Watermain Looping Project in the 2024 Operations and Maintenance Budget, with a budgeted amount of \$17,900 from Fund 51-44-534; and

WHEREAS, Fehr Graham, the engineering firm selected for this project, has designed the project and will provide additional services including preparation of bidding documents, construction observation, and contract management; and

WHEREAS, Fehr Graham has proposed a fee schedule of \$17,900 for the additional services, with \$3,800 for Bidding Documents and Services, \$11,800 for Construction Observation, and \$2,300 for Contract Management; and

WHEREAS, the scope of services provided by Fehr Graham includes on-site construction observation, coordination of pre-construction meetings, contract administration, and securing the necessary Illinois EPA operating permits for the installed water main; and

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

SECTION I

The recitals set forth above are incorporated in and made a part hereof.

SECTION II

The engineering services for the S. Church Street and Goodling Street Watermain Looping project, as outlined in the proposal from Fehr Graham dated August 23, 2024, are hereby approved.

The Village President and staff are authorized to proceed with the execution of the required agreements with Fehr Graham for a total cost not to exceed \$17,900.

The funds for this project will be drawn from Fund 51-44-534 as budgeted for in the 2024 Operations and Maintenance Budget.

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to provide a copy of this resolution to all appropriate parties and to take any further actions necessary to implement this resolution.

APPROVED:

Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago, Illinois

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____



Agenda Item Executive Summary

Item Name A RESOLUTION APPROVING THE CONTINUATION OF EXPENDITURES FOR CELLULAR METER TOPPERS Committee or Board Board

BUDGET IMPACT

Amount:	\$55,000	Budgeted:	\$55,000
List what fund:	51-44-541		

EXECUTIVE SUMMARY

The Village of Winnebago has been engaged in an ongoing initiative to enhance utility meter management through the use of cellular meter toppers. Ongoing investment in these meter toppers is crucial for maintaining the effectiveness and efficiency of this program.

Staff is requesting continued funding for the procurement and installation of cellular meter toppers. This decision supports the ongoing initiative to improve utility meter management through these devices. The resolution allows for a total expenditure not exceeding \$55,000, which includes an initial expense of \$10,377.42 for a set of toppers already purchased. The funds for this project will be drawn from the Operations and Maintenance budget under line item 51-44-541. The Public Works Director would be authorized to manage the procurement process and execute necessary agreements to ensure the project's success.

ATTACHMENTS (PLEASE LIST)

Resolution

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2024-___, A RESOLUTION APPROVING THE CONTINUATION OF EXPENDITURES FOR CELLULAR METER TOPPERS

Staff: Rachel Windgassen, Administrative Assistant Date: 9/9/2024
Chad Insko, Director of Public Works

RESOLUTION NO. 2024- _____**A RESOLUTION APPROVING THE CONTINUATION OF
EXPENDITURES FOR CELLULAR METER TOPPERS**

WHEREAS, the Village of Winnebago has been engaged in an ongoing initiative to enhance utility meter management through the use of cellular meter toppers; and

WHEREAS, continued investment in cellular meter toppers is crucial for maintaining the effectiveness and efficiency of this program; and

WHEREAS, the Village of Winnebago has purchased their cellular meter toppers from Midwest Meter Inc in the past; and

WHEREAS, the Public Works Director has submitted a proposal for ongoing expenses associated with the procurement and installation of additional cellular meter toppers, with a total cost of \$10,377.42 for the initial set, along with an estimated cost for the remaining necessary cellular meter toppers, not to exceed the total budgeted amount of \$55,000 in line item 51-44-541; and

WHEREAS, the Public Works Director has reviewed and supports the continuation of these expenditures as part of the ongoing project; and

WHEREAS, funds for this expenditure are available in the Operations and Maintenance budget of the Village of Winnebago budget;

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

SECTION I: CONTINUATION OF EXPENDITURE

The continuation of expenditures totaling not to exceed the total budgeted amount of \$55,000 in line item 51-44-541 for the procurement and installation of additional cellular meter toppers from Midwest Meter is hereby approved.

SECTION II: FUNDING SOURCE

The expenditure shall be drawn from the Operations and Maintenance fund- Line # 51-44-541.

SECTION III: AUTHORIZATION

The Public Works Director, or his designee, is hereby authorized and directed to execute any necessary agreements and documents to effectuate this resolution and facilitate the ongoing procurement and installation of cellular meter toppers.

SECTION IV: EFFECTIVE DATE

This resolution shall take effect immediately upon its passage and approval.

APPROVED BY: _____

Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago, Illinois

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN

PAMPHLET FORM: _____

DRAFT



Agenda Item Executive Summary

Item Name ORDINANCE REGULATING RUMMAGE, YARD, OR GARAGE SALE SALES Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The attached draft ordinance regulates rummage, yard, and garage sales in the Village of Winnebago by limiting the number of sales per year, setting duration limits, and establishing guidelines for signage, zoning, and enforcement. It also includes specific provisions for sales during the Village Wide Garage Sale, allowing sales in commercially zoned areas and exempting them from the annual sale limits.

Staff recommends adopting an ordinance to clearly differentiate rummage, yard, and garage sales from commercial retail businesses and to establish a structured framework for these activities. The draft ordinance includes regulations that are commonly found in similar municipalities. The draft ordinance as written currently includes provisions limiting the number of sales per year to three (3), restricting the duration of each sale to three (3) consecutive days, but does not require a permit.

The Committee of the Whole reviewed the draft ordinance at their August 28, 2024 meeting.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2024-__, AN ORDINANCE REGULATING RUMMAGE, YARD, OR GARAGE SALE SALES WITHIN THE VILLAGE OF WINNEBAGO.

Staff: Joseph Dienberg, Village Administrator Date: 7/9/2024

ORDINANCE NO. 2024-_____

AN ORDINANCE REGULATING RUMMAGE, YARD, OR GARAGE SALE SALES WITHIN THE VILLAGE OF WINNEBAGO

WHEREAS, the Village of Winnebago ("Village") has determined the need to regulate Rummage, yard, or garage sale sales to maintain public safety, ensure orderly use of residential areas, while remaining consistent the Village's Unified Development Ordinance (UDO); and

WHEREAS, the Village seeks to define and regulate the duration, frequency, and signage associated with such sales, ensuring consistency with the Village's zoning regulations and ordinances.

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

SECTION 1: DEFINITIONS

For the purposes of this ordinance, the following terms shall have the meanings ascribed to them:

- *Rummage, yard, or garage sale* shall mean a public sale by the individual, owner, or occupant of a dwelling of items of personal property accumulated at a dwelling and sold in or around the garage or yard area, but not within the dwelling itself.
- *Personal Property* means property which is owned, utilized and maintained by an individual or residents of a dwelling acquired in the normal course of living or maintaining a dwelling. It does not include merchandise which was purchased for resale or obtained on consignment.
- *Village Wide Garage Sale* shall mean an event designated by the Village, typically held over a weekend, during which the Village coordinates and promotes community-wide garage sales. The event is advertised through the Village's website, social media platforms, newsletters, and other official communication channels.

SECTION 2: ZONING REQUIREMENTS

Rummage, yard, or garage sale sales shall be conducted only in residentially zoned districts 1 (Single Family Residential), 2 (Two Family Residential), and 2M (Multifamily Residential) within the Village of Winnebago, except as provided in Section 4 of this ordinance.

SECTION 3: REGULATIONS

1. No more than three (3) garage, yard, and/or rummage sales shall be held at anyone premises within the Village during any calendar year.
2. Each sale shall not exceed three (3) consecutive days in duration.
3. It is unlawful for any individual to display items for sale on exterior property before the first day or after the final day of the rummage, yard, or garage sale. Items having been for sale must be removed from exterior display within five hours of the close of the final day of the sale.
4. It is unlawful for any individual to display items on the public right-of-way including, but not limited to, sidewalks, streets, and alleys.

5. The owner or tenant of the premises on which such rummage, yard, or garage sale or other similar activity is conducted, shall be jointly and severally responsible for the maintenance of good order and decorum on the premises during all hours of such sale or activity. No such individual shall permit any loud or boisterous conduct on the premises nor permit vehicles to impede the passage of traffic on any roads or streets in the area of such premises. All such individuals shall obey the orders of any member of the police, fire, or code enforcement departments in order to maintain the public health, safety, and welfare of the Village. Failure to abide by this Section shall constitute a nuisance.
6. A Village police officer, the Village code enforcement officer, or any other official designated by the Village President or Village Administrator to make inspections to enforce Village regulations, shall have the right of entry to any premises showing evidence of a rummage, yard, or garage sale for the purpose of enforcement or inspection and may close the premises from such a sale if the sale is in violation of this article.

SECTION 4: VILLAGE WIDE GARAGE SALE PROVISION

1. Participating in the village wide garage sale is not included in the total garage sales and the time limits outlined in Section 3-1 and Section 3-2.
2. A garage, yard, and/or rummage sale may be conducted on commercially zoned property during the Village Wide Garage Sale.

SECTION 5: HOURS OF OPERATION

A garage, yard, and/or rummage sale may be conducted only between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M. on each day of the sale.

SECTION 6: SIGNAGE

1. Signs advertising a garage, yard, and/or rummage sale shall comply with the provisions of the Village's Unified Development Ordinance (UDO).
2. In no event shall any such sign be posted on private property without the owner's permission, nor shall any sign be posted on Village or other public property.

SECTION 7: ENFORCEMENT AND PENALTIES

Any violation of this ordinance shall be punishable by a fine of not less than two hundred fifty dollars (\$250.00) for a first offense; five hundred dollars (\$500.00) for a second offense; and seven hundred and fifty dollars (\$750) for a third or each subsequent offense.

SECTION 8: EFFECTIVE DATE

This ordinance shall become effective immediately upon passage by the Board of Trustees of the Village of Winnebago, and publication of the same in pamphlet form.

APPROVED this _____ day of _____, 2024

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED:

APPROVED:

**PUBLISHED IN
PAMPHLET FORM:**



Agenda Item Executive Summary

Item Name AN ORDINANCE ADOPTING
DRIVEWAY/SIDEWALK PERMITTING PROCESS Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village of Winnebago currently lacks a formal application process for driveway permits. To ensure uniformity and adherence to village standards, Staff is proposing a formal Driveway/Sidewalk Permit. The existing inconsistencies in driveway and sidewalk construction can lead to increased expenses and can affect other village infrastructure. The Unified Development Ordinance (UDO) outlines specific requirements for driveway and sidewalk construction, including setbacks, paving standards, and ADA compliance. Staff recommends adopting an ordinance requiring permits for driveway replacements and ensuring all inspections are conducted by Public Works Staff.

This topic was discussed at the May 20th Public Works Committee meeting. The item was further discussed at the Committee of the Whole Meeting on 7/24/24, with some questions, but ultimately no recommended changes. The Committee asked for more time to review the item. Staff is seeking feedback from the Committee of the Whole on the Attached Draft Ordinance. This item was moved to the Village Board for a final vote at the Committee of the Whole Meeting on 8/28/24

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2024-__, AN ORDINANCE ADOPTING DRIVEWAY/SIDEWALK PERMITTING PROCESS

Staff: Joseph Dienberg, Village Administrator Date: 9/9/2024
Chad Insko, Director of Public Works

ORDINANCE NO. _____

AN ORDINANCE ADOPTING DRIVEWAY/SIDEWALK PERMIT PROCESS

WHEREAS, the Village of Winnebago currently lacks a formalized application process for driveway and sidewalk permits, leading to inconsistencies in construction practices and potential increased costs for the village in correcting improper installations; and

WHEREAS, the adoption of a Unified Development Ordinance (UDO) established specific requirements for driveway and sidewalk construction, aiming to ensure uniformity, safety, and compliance with village standards (Sections 12.14 and 9.03.06); and

WHEREAS, the Village Public Works Department has recommended the implementation of a formal Driveway/Sidewalk Permit process to enforce these standards and reduce the need for corrective actions; and

WHEREAS, bonding requirements are necessary to protect village interests and ensure completion of projects in accordance with established guidelines;

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

SECTION 1. PERMIT REQUIREMENT

1. **Permit Requirement:** No individual, contractor, or developer shall commence work on the construction, repair, or replacement of any driveway or sidewalk within the Village of Winnebago without first obtaining a permit from the Village.
2. **Application Process:** The Village shall develop and maintain an application form for the Driveway/Sidewalk Permit, which shall include:
 - Applicant information
 - Contractor information
 - Property details
 - Project description and specifications
 - Compliance with all Village Ordinance and UDO requirements (Sections 12.14 and 9.03.06)
 - Bonding requirements (as outlined in Section 2)
3. **Administrative Changes:** Administrative changes may, from time to time, be made to the permit application form with the written approval of the Village Administrator without the requirement of further amendment to this ordinance.
4. **Inspections:** All driveway and sidewalk inspections associated with the Permit will be conducted by the Village of Winnebago Public Works Department.

SECTION 2. BONDING AMOUNT

1. **Bond Amount:** Prior to issuance of a Driveway/Sidewalk Permit, the applicant shall post a bond with the Village of Winnebago. The bond amount shall be at a minimum equal to the estimated cost of the driveway or sidewalk project, but not less than \$5,000.00.
2. **Adjustment of Bond Amount:** The Public Works Director, in consultation with the Building Official and/or Village Engineer, and with the written approval of the Village Administrator, may adjust the bond amount based on the complexity of the project and potential impact on public infrastructure.

SECTION 3. 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 4. REPEAL

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

APPROVED this _____ day of _____, 2024

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____



Agenda Item Executive Summary

Item Name Road Closure Trunk or Treat 10/19/2024 Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Annually the Winnebago Area Chamber of Commerce holds a Trunk or Treat Event for children in the community. Historically, the event is held in the 100 Block of South Benton Street, the business district. The 2024 Trunk or Treat Event is scheduled to take place on October 19, 2024, and the Chamber of Commerce is requesting the closure of the road for this event to take place. The event is scheduled to begin at 0800 hours on the 19th of October 2024 and will conclude at 1300 hours on the same day. The Chamber is requesting the closure of the 100 block of South Benton Street beginning at 0600 hours on that date to allow for setup of the event and for the safety of all participants. The road closure will last until the event concludes at 1300 hours. The road closure will be approved conditionally upon the receipt of liability insurance that is reviewed by the village attorney.

Note: This is an all-VOLUNTEER event. No funds are expended by the Village of Winnebago. All hosts and the not-for-profit Winnebago Area Chamber of Commerce are providing the treats that will be handed out to participants.

ATTACHMENTS (PLEASE LIST)

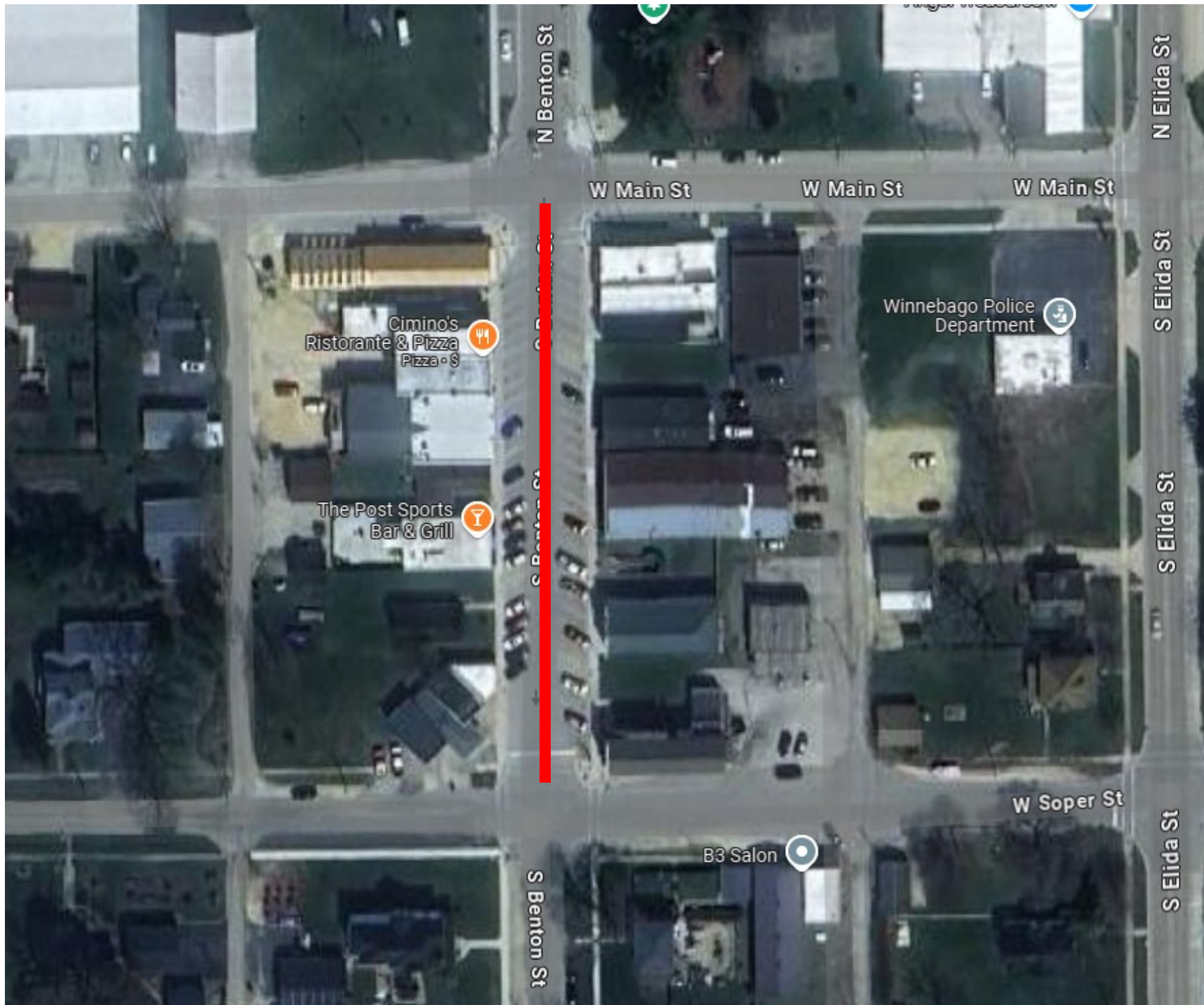
Map of affected area

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE THE ROAD CLOSURE ON OCTOBER 19, 2024 FOR THE WINNEBAGO AREA CHAMBER OF COMMERCE, TRUNK OR TREAT EVENT.

Staff: Jeff White, Chief of Police Date: 9/9/2024





Agenda Item Executive Summary

Item Name AN ORDINANCE ADOPTING UPDATES TO THE PERSONNEL POLICY OF THE VILLAGE OF WINNEBAGO, ILLINOIS Committee or Board BOARD

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Upon the hiring of a Village Administrator in February of 2024, the Village Board has instructed the administrator to review the personnel policy of the Village. A majority of the recommended changes shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator. The Village Administrator and Village President reviewed the recommended changes at various meetings. Other, more impactful changes are outlined in the attached staff memo, and also identified in the attached redline copies of the policies.

After the Committee of the Whole reviewed all sections over various Committee of the Whole Meetings, a draft ordinance has been attached as well as redlined and clean versions of the documents. To highlight the ordinance, it adopts updates to the Village of Winnebago's personnel policy, granting the Village Administrator authority to make administrative changes, create ancillary office policies, and assign staff roles within the policy framework, while substantive changes to defined benefits require Village Board approval. The ordinance includes a trial period for converting the 30-minute lunch break from unpaid to paid, with monitoring and review to determine its effectiveness. Administrative changes take effect immediately upon passage, and the rollout of the updated vacation time policy will be coordinated by the Village Administrator, beginning January 1, 2025, and concluding by December 31, 2025.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Draft Ordinance, Redlined Sections of Personnel Policy of the Village Personnel Policy, Clean Version of the Personnel Policy

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2024-__, AN ORDINANCE ADOPTING UPDATES TO THE PERSONNEL POLICY OF THE VILLAGE OF WINNEBAGO, ILLINOIS

Staff: Joseph Dienberg, Village Administrator. Date: 9/9/2024



VILLAGE OF WINNEBAGO

MEMORANDUM

Prepared By: Joseph Dienberg, Village Administrator

Meeting Name: Village Board of Trustees

Meeting Date: September 7, 2024

Item Name: An Ordinance Adopting Updates to the Personnel Policy of The Village of Winnebago, Illinois

Background:

Upon the hiring of a Village Administrator in February of 2024, the Village Board has instructed the administrator to review the personnel policy of the Village. A majority of the recommended changes shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator. The Village Administrator and Village President reviewed the recommended changes at various meetings. Other, more impactful changes are outlined below, and also identified in the attached redline copies of the policies.

After the Committee of the Whole reviewed all sections over various Committee of the Whole Meetings, a draft ordinance has been attached as well as redlined and clean versions of the documents. To highlight the ordinance, it adopts updates to the Village of Winnebago's personnel policy, granting the Village Administrator authority to make administrative changes, create ancillary office policies, and assign staff roles within the policy framework, while substantive changes to defined benefits require Village Board approval. The ordinance includes a trial period for converting the 30-minute lunch break from unpaid to paid, with monitoring and review to determine its effectiveness. Administrative changes take effect immediately upon passage, and the rollout of the updated vacation time policy will be coordinated by the Village Administrator, beginning January 1, 2025, and concluding by December 31, 2025.

Section 1 Governing Principles of Employment:

The Primary changes to this section shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator, including the Equal Employment Opportunity, Americans with Disabilities Act (ADA), and Anti-Harassment policies.

Additionally, the Village's Diversity, Equity, and Inclusion (DEI) Policy was initially included in this section. However, the Committee of the Whole expressed interest in reviewing this policy, noting that many items in it are addressed elsewhere in the Personnel Policy. Consequently, the DEI Policy has been removed from the attached Personnel Policy. Since the DEI Policy was adopted as an independent ordinance in 2020, Village Legal Counsel recommends

that any changes to this policy should be addressed by amending the original ordinance. This matter will be added to an upcoming Committee of the Whole Meeting agenda for further discussion.

Section 2 - Employment Practices:

The Primary changes to this section shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator.

In Section 2-8, clarification is provided on how hours of work are determined, and the 30-minute lunch break is changed from unpaid to paid. This adjustment aims to create a more attractive workplace for employee recruitment and retention. The primary reason for recommending this change is that employees often eat lunch at their workstations, and making this break paid recognizes their continuous contribution during the workday.

After further discussion at the Committee of the Whole meeting was to attempt this change on a trial basis, ending that on June 1, 2025. The Trial period would be conducted as follows:

1. **Implementation:** The change in Section 2-8 of the personnel policy, which converts the 30-minute lunch break from unpaid to paid, shall be implemented on a trial basis, ending on June 1, 2025.
2. **Monitoring and Review:** During this trial period, the Village Administrator and department heads shall monitor the impact of this change on employee productivity, abuses of the system, and overall effect of efficiency of village operations. Input on the effectiveness of this change is also welcome from the Corporate Authorities.
3. **Reversal of Change:** The trial period shall end on June 1, 2025. If during the trial period, it is observed that productivity has not declined and system abuses have not occurred, the Village Board may choose to affirm this change.

In Section 2-15, Outside employment, clarifications were made, to meet the original intent of the policy.

The policy was written to ensure that in the event that a Police officer was employed in a similar law enforcement capacity that a Village of Winnebago Police Officer, on a part-time basis during his/her off-duty hours to act solely for and on behalf of the Employer and not in any way on behalf of the Village of Winnebago in connection with his/her employment as a police officer by the Village.

To address this specific issue as well as any other village employees that were to seek outside employment in addition to their Village Duties, the following language was changed:

- Original: " No employee shall be employed by an employer other than the Village, nor shall he or she, contract for or accept anything of value in return for services, nor shall he or she otherwise be self-employed for remuneration..."
- Changed to: "No employee shall be employed by an employer other than the Village contract for or accept anything of value in return for services, nor be self-employed for remuneration that constitute a conflict of

interest, may be infringing upon an employee's ability to perform their assigned duties for the village, or is being performed during hours that employee is working for, and being paid by, the village."

Police Officers Seeking Outside Employment in a Similar Law Enforcement or Security Capacity:

- Added: "If a Police Officer is to seek outside employment in a similar law enforcement or security capacity, they must receive prior written approval of the Department Head; if the employee is the Department Head, written approval must be authorized by the Committee Chairperson or Village Administrator (See Appendix F) (Law Enforcement Personnel see Lexipol Policy 1039)."
- Added: "The officer must complete and seek authorization from the outside employer to complete the 'Indemnity and Hold Harmless Agreement from Outside Employer for Village Of Winnebago Police Officer.' (Law Enforcement Personnel see Lexipol Policy 1039)"

In Section 2-17, clarification is added on the details of the Employee Performance Evaluations. Additionally, subsection 2-17-D is removed due to redundancy, as compensation policies and procedures are set in section 8 of the policy.

Section 3 - Employee Separation:

The Primary changes to this section shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator.

Section 4 - Personal Conduct Expectations and Disciplinary Action:

The Primary changes to this section shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator.

Section 5 - Administrative Policies:

The Primary changes to this section shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator.

Additionally, an entirely new section was added outlining guidelines, communication expectations, security, and confidentiality for remote work. Since the COVID-19 Pandemic, remote work has been in practice in the Village, this formalizes and creates standards and procedures for that practice.

Section 6 – Electronic Communications and Document Retention:

The Primary changes to this section shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator.

Section 7 – Social Media and Social Networking Policy:

Previously, the ultimate focus of Section was to provide clear guidelines for employee conduct on social media, balancing their right to free expression with the Village's interest in maintaining accurate information and safeguarding confidentiality. The policy emphasizes responsible and respectful use of social media, both on and off the job, while

prohibiting actions by village employees that could harm the Village, other employees, or residents. It reinforces the importance of honesty, accuracy, and compliance with legal standards, and stresses that employees are accountable for their online behavior, which can result in disciplinary action if policy violations occur.

The primary additions to this section are designed to further refine and clarify the Village of Winnebago's Social Media Policy by emphasizing a structured and professional approach to managing the Village's official social media presence.

The additions introduce a more formalized structure for managing the Village's official social media accounts, placing the Village Administrator at the center of authorization and oversight. These changes aim to ensure that all content shared on official platforms is factual, professional, and directly related to Village business. The focus shifts slightly from general employee behavior to the specific management and operation of the Village's social media presence, including the creation of accounts, content management, and public interaction. The additions also emphasize legal compliance, particularly concerning public records and privacy regulations, reinforcing the Village's commitment to transparency and professionalism in its communication with the community.

Section 8-5 – Compensation:

On May 13th, 2024, the Village Board approved changes to section 8 of the Personnel Policy, however, at the July 24, 2024 Committee of the Whole, the Committee expressed interest in amending the Village's Overtime Policy, in Section 8-5 of the Personnel Policy. The Committee of the Whole expressed a consensus at their August 28th meeting that overtime is calculated over a 40-hour work week, including approved time off. Police officers also receive overtime for hours worked over 84 in a 14-day cycle, including approved time off.

Section 9 – Benefits:

The Committee of the Whole expressed a consensus at their August 28th meeting that they memorialize the share of insurance premiums paid by the employee and the share paid by the village as below:

- **Health Coverage Premiums:** 90%
- **Dental Coverage Premiums:** 80%
- **Vision Coverage Premiums:** 0%

Prior to this period, the Village was paying 80% of health coverage premiums.

The other changes in this section make the negotiation of group insurance benefits for the Village the responsibility of the Village Administrator on an annual basis, making it his/her responsibility to secure plans that provide comprehensive coverage for employees while ensuring that the plans are fiscally responsible and sustainable for the Village, ultimately making a recommendation to the Village Board for final approval.

The other primary changes to this section shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator.

Section 10 – Health and Safety:

There are no changes to this section.

Section 11 – Leaves of Absence:

Many of the changes included in this section are informed by a poll that was conducted by staff with neighboring municipalities.

The recommended changes in this section change the amount of employee vacation time given to an employee. Currently, a new employee would receive one week of vacation time for the first two years of employment, at the beginning of the employee's third year, they would accrue 2 weeks of vacation time, and would add a week every five years.

The recommended change would move from an accrual system to employees receiving their time up front. Additionally, after reviewing data from other municipalities, and discussions at the July 24, 2024 Committee of the Whole Meeting staff is suggesting starting a new employee with two weeks and following the following schedule:

Vacation Scale for Regular Full-Time Employees (80 hours in 14 days)

- **0-1 Year of Service:** 10 days (2 weeks)
- **2-5 Years of Service:** 15 days (3 weeks)
- **6-10 Years of Service:** 20 days (4 weeks)
- **11-15 Years of Service:** 22 days
- **16-20 Years of Service:** 24 days
- **20+ Years of Service:** 25 days (5 weeks)

Vacation Scale for Police Officers (84 hours in 14 days)

- **0-1 Year of Service:** 84 hours (2 weeks)
- **2-5 Years of Service:** 126 hours (3 weeks)
- **6-10 Years of Service:** 168 hours (4 weeks)
- **11-15 Years of Service:** 184.8 hours
- **16-20 Years of Service:** 201.6 hours
- **20+ Years of Service:** 210 hours (5 weeks)

All Employees will have a maximum of 6 weeks of vacation that they are able to maintain in their bank, which is consistent with current village policy.

In Section 11-2, the elimination of a restriction using in the first 90-day is eliminated. This recommendation is based on the fact that sick time will remain on an accrual basis, staff is recommending that if an employee is sick within their first 90 days, that they are able to use the time that they have accrued.

The next major change suggested would be the introduction of compensatory time (comp time), in section 11-5. This conversation started in Police Committee, where committee members and staff were brainstorming recruiting officers, as the Village often loses officers to other agencies. The Federal Fair Labor Standards Act allows public employers to compensate non-exempt employees with comp time instead of cash overtime, provided the employees agree beforehand, with accrual limits of 80 hours for the Village Staff and 84 hours for the Police Department. Employees must use their accrued comp time within a reasonable period without disrupting departmental operations and will be paid for any unused comp time upon termination at the higher of the average rate over the last three years or the final regular rate. Restrictions include not accumulating comp time in the same pay period as its use, and it cannot be used in conjunction with holidays, vacation, or personal days.

Section 11-4 Addresses Village Holidays. A suggested change is setting the number of holidays (10) but allowing the Village Administrator the flexibility to set that calendar on an annual basis. This suggestion will allow the village the flexibility to recognize different holidays if there is shift in a holiday's cultural significance or sentiment amongst the staff expressed over the schedule.

In Section 11-6, Bereavement time is granted to all employees, not just regular full-time employees.

The Other changes to this section shift the responsibility of management roles of the Village from the Deputy Clerk and Village President to that of the Village Administrator.

ORDINANCE NO. _____**AN ORDINANCE ADOPTING UPDATES TO THE PERSONNEL
POLICY OF THE VILLAGE OF WINNEBAGO, ILLINOIS**

WHEREAS, the Village Administrator position was established in February 2024, as the chief administrative officer of the Village, tasked with providing managerial oversight of all administrative work performed by Village employees and Department Heads, as well as acting as the direct focal point of communication for the Village President and Board of Trustees; and

WHEREAS, the Village Administrator is responsible for the overall efficacy of the administrative operations of the Village, setting the strategic direction with Board guidance, and evaluating the ongoing effectiveness of Village policies and procedures; and

WHEREAS, as the Village continues to grow and as roles and responsibilities within the Village administration evolve, it is necessary to provide the Village Administrator with the authority to make administrative changes, create ancillary office policies, implement procedures that supplement the personnel policy, and assign staff to designated roles within the personnel policies, excluding those roles assigned to the Village Board, Clerk, or President; and

WHEREAS, it is also necessary to ensure that any substantive changes to the personnel policy that alter defined benefits, as laid out in the attached updated Personnel Policy (Exhibit A), are subject to the approval of the Village Board;

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

SECTION 1. ADOPTION OF UPDATED PERSONNEL POLICY

The Village Board of Trustees hereby adopts the updates to the Village's personnel policy as set forth in the attached Exhibit A, which is incorporated herein by reference.

SECTION 2. AUTHORITY OF THE VILLAGE ADMINISTRATOR

1. **Policy Review and Updates:** The Village Administrator is hereby authorized, without Village Board approval, to make administrative changes to the personnel policy, which shall be regularly reviewed and updated to reflect the ongoing growth and changes within the Village administration. When changes are made to the attached personnel policy (Exhibit A), all employees will be informed in a timely fashion.
2. **Creation of Ancillary Policies:** The Village Administrator is further authorized, without Village Board approval, to create ancillary office policies and implement procedures as addendums to the attached personnel policy (Exhibit A) as necessary.
3. **Staff Role Assignments:** Without Village Board approval, the Village Administrator may assign staff to designated roles within the attached personnel policy (Exhibit A), excluding those roles assigned to the Village Board, Clerk, or President.

SECTION 3. BOARD APPROVAL REQUIRED

1. **Substantive Policy Changes:** Any substantive changes to the personnel policy that alter defined benefits, as specified in the attached personnel policy (Exhibit A), shall require the approval of the Village Board.
2. **New Role Creation or Elimination:** The creation or elimination of any new roles or positions that significantly impact the Village's structure or budget must be presented to and approved by the Village Board, usually as a part the annual budget/appropriation process.
3. **Significant Compensation Adjustments:** Changes to compensation structures that deviate from the approved pay scale or that involve significant financial implications for the Village must receive Village Board approval.

SECTION 4. TRIAL BASIS FOR PAID LUNCH BREAK

1. **Implementation:** The change in Section 2-8 of the personnel policy, which converts the 30-minute lunch break from unpaid to paid, shall be implemented on a trial basis, ending on June 1, 2025.
2. **Monitoring and Review:** During this trial period, the Village Administrator and department heads shall monitor the impact of this change on employee productivity, abuses of the system, and overall effect of efficiency of village operations. Input on the effectiveness of this change is also welcome from the Corporate Authorities.
3. **Reversal of Change:** The trial period shall end on June 1, 2025. If during the trial period, it is observed that productivity has not declined and system abuses have not occurred, the Village Board may choose to affirm this change.

SECTION 5. 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 6. REPEAL

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

SECTION 7. EFFECTIVE DATE

This ordinance shall become effective immediately upon passage by the Board of Trustees of the Village of Winnebago, and publication of the same in pamphlet form. All administrative changes contained herein shall be deemed effective immediately upon the enactment of this Ordinance. The Village Administrator, in consultation with Payroll Staff and Department Heads, is hereby directed to oversee and coordinate the implementation of any provisions within this Ordinance that require a phased or hybrid approach. Specifically, the adjustments related to vacation time, as detailed in the attached Personnel Policy (Exhibit A), shall be rolled out in a manner that ensures equity and consistency among employees, with the implementation period

commencing on January 1, 2025, and concluding no later than December 31, 2025, to implement the policy with the varying employee anniversary dates.

APPROVED this _____ day of _____, 2024

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

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

SECTION 1 – GOVERNING PRINCIPLES OF EMPLOYMENT

1-1.Equal Employment Opportunity

The Village is an equal opportunity employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, pregnancy, or any other characteristics protected by applicable Federal, State, or local laws. The Village is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

The Village will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of the Village.

If you wish to request such an accommodation, please contact the ~~Village's Deputy Clerk~~Village Administrator or his or her designee who serves as the ADA Coordinator. If you have questions or concerns about equal employment opportunities in the workplace, you are encouraged to bring these issues to the attention of the ~~Deputy Clerk~~Village Administrator or his or her designee or Village President. The Village will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination.

The Village will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Village's operations.

1-2.Americans with Disabilities Act (ADA)

It is the intent of the Village to guarantee disabled persons equal employment opportunities and to participate in or enjoy the benefits of Village services, programs, or activities, and to allow disabled employees a bias free work environment. Employment practice (e.g. hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in a non-discriminatory manner. The Village, upon request, will provide reasonable accommodation in compliance with the Americans with Disabilities Act (ADA).

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. The Village has a commitment to ensure equal opportunities for disabled Village employees. Reasonable effort will be made to provide an accessible work environment including the use of auxiliary aids and services as requested by the employee as long as they can satisfactorily perform the essential job duties required of their position. Questions regarding accommodations should be directed to the Village's ~~Deputy Clerk~~Village Administrator or his or her designee who serves as the ADA Coordinator.

1-3. Anti-Harassment

It is Village policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should follow the Village's policy for reporting harassment and/or discrimination allegations (see Section 1-5). Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in corrective action up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Village will not allow any form of retaliation against individuals who report unwelcome conduct of management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to corrective action, up to and including termination.

1-4. Policy Prohibiting Sexual Harassment

A. Prohibition on sexual harassment

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village to prohibit harassment of any person by any municipal official, municipal agent, municipal employee or municipal agency or office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees and municipal agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

B. Definition of sexual harassment

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- *Verbal:* sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- *Non-verbal:* suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- *Visual:* posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- *Physical:* touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- *Textual/Electronic:* "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

C. Procedure for reporting an allegation of sexual harassment

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate Department Head. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his

objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

- *Contact with Department Head Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate Department Head of the person making the report, ~~Deputy Clerk~~Village Administrator, or the Village President of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a Department Head or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

- *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

D. Prohibition on retaliation for reporting sexual harassment allegations

No municipal official, municipal agency, municipal employee or municipal agency or office shall take any retaliatory action against any municipal employee due to a municipal employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a Department Head or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – either are due within 300 days of the alleged retaliation.

E. Consequences of a violation of the prohibition on sexual harassment

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

F. Consequences for knowingly making a false report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act (5 ILCS 430/1 et. seq.) to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 in total against any person who intentionally makes a false, frivolous or bad faith allegation.

1-5. Reporting Harassment and/or Discrimination Allegations

A. If an employee feels that they have been the victim of harassment and/or discrimination, they must report the incident to the Village as soon as is practicable and in accordance with the procedures set forth herein. In addition, any employees who learn of or witness harassment or discrimination are strongly encouraged to report it pursuant to this policy.

1. If the alleged offender is the employee's co-worker, then the employee should report the incident to either their Department Head or the Deputy Clerk Village Administrator.
2. If the alleged offender is the Department Head, the employee should report the incident directly to the Village President Administrator.
3. If the alleged offender is the Deputy Clerk Village Administrator, the employee should report the incident directly to the Village President.

4. If the alleged offender is the Village President, the employee should report the incident directly to the ~~Deputy Clerk~~Village Administrator or a member of the Village Board of Trustees.
 5. If the alleged offender is a member of the Village Board of Trustees, the employee should report the incident directly to the ~~Deputy Clerk~~Village Administrator or Village President.
- B. The Village has a sample written complaint form (See Appendix D) available to employees who believe that they have been subjected to harassment and/or discrimination. Employees are encouraged to use the complaint form and submit it to the appropriate official above when reporting the incident, including any and all pertinent documents and facts. Use of this written complaint form is encouraged but is not mandatory.
- C. To facilitate a thorough and fair investigation of the alleged incident, it is strongly encouraged that all reports of harassment and/or discrimination be made as soon as practical, but preferably within seven (7) days.
1. Upon receipt, the Village official, or his/her designee, shall conduct an investigation to consider appropriate resolution alternatives based on the facts uncovered, and swiftly resolve the matter. The receiving official shall inform the complainant and accused of the progress of the investigation if it is not resolved within seven (7) days.
 2. All reports of harassment and/or discrimination shall be taken seriously and fully investigated. There can be no guarantee of complete confidentiality, but to the extent possible, the investigation and the identity of the parties and persons cooperating in the investigation will be kept in strict confidence with only those on a need to know basis involved.
 3. All parties involved will be expected to keep all comments and personal opinions confidential. Full cooperation from all parties involved is required during the investigation. Failure to fully cooperate with such investigation may subject the employee to disciplinary action, up to and including termination of employment.
 4. All persons accused of harassment and/or discrimination are considered innocent until proven otherwise.
- D. Within seven (7) days of initiating an investigation, the receiving official shall give notification to the ~~Deputy Clerk~~Village Administrator unless the investigation involves the ~~Deputy Clerk~~Village Administrator. Further, upon the completion of the investigation, the Village official shall prepare a written report of findings and recommend remedies and outcome to the ~~Deputy Clerk~~Village Administrator unless

the complaint involves the ~~Deputy Clerk~~Village Administrator, in which case it shall be forwarded to the Village President. The ~~Deputy Clerk~~Village Administrator or Village President shall notify the Corporate Authorities of the incident and the final outcome.

- E. Employees who are found guilty of harassment and/or discrimination shall be subject to corrective or disciplinary action up to and including termination depending on the circumstances. If upon the completion of an investigation, the alleged offender is found innocent or the allegations are unsubstantiated, then no record of the incident shall appear in their personnel file.
- F. The Village prohibits retaliation against any individual who reports or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, or participation in an investigation of a harassment claim, will be subject to disciplinary action up to and including termination.
- G. If the complainant is found to have been acting maliciously with the intention of intimidating or retaliating against the alleged offender, then the accuser may be subject to disciplinary action up to and including termination.

1-6. Genetic Information Non-Discrimination Act (GINA)

The Genetic Information Non-discrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you do not provide any genetic information when responding to any requests for medical information. "Genetic information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

1-7. Drug and Alcohol Free Workplace

SECTION 1-7.1.

- A. The use and misuse of alcohol and drugs by the Village of Winnebago's employees is contrary to a drug free workforce and workplace. The use of these substances increases the potential for accidents, absenteeism, substandard performance, turnover, misconduct, poor employee morale, damage to property, injury to the public and/or other employees, or degradation of trust in the Village to service its citizens effectively. All employees working for the Village are expected to report fit for duty for scheduled work and to be able to perform assigned duties safely and acceptably without any limitations due to the use or after affects of cannabis, including medical cannabis, or other drugs, dangerous substances, or alcohol. Therefore, the following Alcohol and Substance Abuse Policy is adopted.

SECTION 1-7.2.

- A. All employees of the Village of Winnebago shall be governed by the principles of a drug free workforce and workplace, and
1. Shall not be under the influence or effects of alcohol, drugs or other dangerous substances while on duty, performing their assigned duties or while "on-call" for duty;
 2. Shall not use, distribute, sell, or possess illegal drugs and law enforcement officers shall not consume, possess, sell, purchase or deliver cannabis or cannabis infused substances off duty;
 3. Shall not use alcohol, drugs or other dangerous substances during working hours, during breaks or meal periods, when scheduled to return to work or when subject to being called to work;
 4. Shall not possess, store or transport alcohol or drugs while on Village premises, at Village work locations or in Village vehicles or equipment;
 5. Shall not sell, distribute, dispense or transfer alcohol, illegal drugs or prescription drugs and medications to any other employee or to any person while on duty, on-call or acting in an official capacity.
 6. Shall inform the appropriate Department Head of any limitations as a result of drug use (prescription or over the counter) that may impact the performance of duty.

The prohibitions in this policy encompass, but are not limited to use of: narcotics (heroin, morphine, opioids, etc.), cannabis (marijuana, hashish), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, "designer drugs," etc.). This policy prohibits the possession or use of cannabis in the workplace or being under the influence of cannabis, including as a "qualifying patient" under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act during the work day or work activities. Compliance with this policy is a condition of employment.

An employee is considered to be under the influence of drugs if the employee has a confirmed positive test result for drug use or their metabolites pursuant to federal HHS-certified lab cutoff concentrations or has engaged in conduct evidencing apparent impairment. An employee shall be considered to be under the influence of alcohol if there is a concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood.

Nothing contained herein shall preclude an employee from consuming alcoholic beverages while in the performance of duty under proper and specific orders from a superior provided that the officer's ability to perform the assignment or function is not impaired.

- B. All employees are governed by these requirements and should be aware that violations will result in disciplinary action up to and including termination. Nothing in this policy shall be considered as limiting the Village's right to take administrative or disciplinary action, up to and including termination, for involvement with drugs or alcohol not specifically addressed in this policy.

SECTION 1-7.3. DRUG AND ALCOHOL TESTING

- A. Because, of the Village's concern for its obligation to provide a safe work place and to provide its citizens with the most efficient and effective services, it will test applicants and employees under the following circumstances:

1. Pre-Employment: All applicants to whom an offer of employment has been extended shall be tested for alcohol and drugs. The offer of employment will be revoked for any applicant who tests positive for alcohol or drugs.
2. Promotion to a Higher Classification: The Village will test any employee being promoted to a higher Classification. Any such employee who tests positive will become ineligible for the promotion and will be subject to disciplinary action, including termination.
3. Reasonable Suspicion: If the Village has reasonable suspicion that an employee has violated any provision of this policy pertaining to drugs, alcohol, or other dangerous substances, the employee shall be required to submit to testing. Reasonable suspicion is defined in the "Definitions" section of this policy.
4. Special Circumstances: An employee may also be tested for drugs, alcohol or other dangerous substances:
 - a. as part of a regularly scheduled physical examination;
 - b. when an officer has been involved in a major incident, such as a shooting, an injury to a citizen or co-worker, or a complaint alleging use of excessive force; or
 - c. when an officer is assigned to a departmental or outside drug enforcement group or when an employee is assigned primarily to drug enforcement responsibilities.
5. Post-Accidents: All employees who may have contributed to a work-related accident or injury are directly or indirectly involved in an accident or injury shall be tested. This applies to any accident whether it involves a vehicle or equipment resulting in substantial damage to personal property, or personal injury.
6. Random Drug Testing for CDL Employees: For those employees who utilize a Commercial Driver's License (CDL) during the course of their job performance, the minimum annual percentage rate for random drug testing shall be 50% of all CDL employees. Each CDL employee shall be identified by his/her respective employee

identification number. The random selection shall be performed by the same drug testing facility as performs the test for non-CDL employees required to be tested under the provisions of 1-5 above. Under the selection process each CDL employee shall have an equal chance of being tested each time selections are made. However, if a CDL employee is included in another governmental Random Drug Testing pool, then such employee need not be placed in a Village pool; provided that the other governmental entity must report its results to the Village President or the Village President's designee of any Village CDL Employee that is randomly tested. If a CDL employee is in another governmental Random Drug Testing pool, said employee must notify the Village President in writing of the pool the employee is part of and the contact information of the person in charge of the pool.

- B. Employees who violate the alcohol or drug regulations and who are permitted to remain employed must submit to unannounced follow-up tests after they return to work. In the first 12 months after returning, an employee must take at least six tests. Follow-up testing may be extended for up to 48 months following return to duty.

SECTION 1-7.4. TESTING PROCEDURES

- A. While the Village reserves the right to establish the procedures under which employees will be tested for alcohol and drugs, to the extent circumstances permit, the Village will observe the following:
1. Every effort will be made to respect the privacy and dignity of employees in the test sample collection process.
 2. Will use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has been or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) and insure that the laboratory/facility conforms to applicable SAMHSA standards. The name and address of the facility will be available to employees upon request.
 3. Ensure that the facility has established "chain of custody" procedures for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
 4. Positive drug test results are subject to a second confirmatory test of the same sample by gas chromatography (GCMS) or an equivalent scientifically accurate and accepted method that provides quantitative data about any detected drug or drug metabolites and Medical Review Officer review.
 5. The appropriate Department Head will receive drug and alcohol test results.
 6. Drug and alcohol test result will be filed in the employee's medical file and will be treated as a confidential medical record. Supervisors or managers may be informed of drug testing results and/or employee's participation in a substance

abuse rehabilitation program as such information relates to the employee's performance of work duties and/or reasonable accommodation issues.

7. Provide each employee tested with a copy of all information and reports received in connection with the testing and the results.

SECTION 1-7.6. DISCIPLINE

- A. **Positive Test Results:** Where the employee tests positive on both the initial and confirmatory tests for drugs, alcohol or other dangerous substances, the employee shall be subject to disciplinary action up to and including discharge and/or be required to complete a drug/alcohol rehabilitative treatment program at the employee's expense, to the extent not covered by insurance. An employee who wishes to have a second test done at the testing facility or at a different testing facility may do so at his/her expense.
- B. **Refusal to Provide a Blood, Breath, or urine Specimen:** An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the Village shall constitute cause for disciplinary action, up to and including discharge of the employee. If the employee is physically unable to provide a urine specimen, the Village may request a blood specimen for Laboratory testing.
- C. **Tampering With or Substitution of a Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action up to and including discharge of the employee who engages in such activity.
- D. **Drug-Related Conviction:** The conviction of an employee for any offense involving illegal possession, sale, use or distribution of a drug shall constitute cause for disciplinary action up to and including discharge, whether or not such offense occurred during normal work hours. Such arrests and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest/conviction.
- E. **Alcohol Related Offenses:** The conviction of an employee for any alcohol related offense shall also constitute cause for discipline up to and including termination, whether such offense occurred during normal work hours. Such arrest and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest conviction.

SECTION 1-7.7. EMPLOYEE ASSISTANCE PROGRAM

- A. An employee may desire to come forward on a self-initiated basis to seek help for an alcohol or drug abuse problem and to resolve that problem voluntarily. Employees are encouraged to do so before they are found in violation of this policy. Employees voluntarily seeking assistance for a problem involving illegal drug use or alcohol abuse may avail themselves of this help once during the employee's tenure.

- B. The employee will not be subject to disciplinary action for voluntarily coming forward for help. However, the employee will not escape discipline by requesting such assistance after being requested to take an alcohol and/or drug test or violating Village policies and/or rules of conduct. Voluntary requests for help will be kept confidential to the extent practical.

SECTION 1-7.8. SEARCHES

- A. In order to accomplish the goals of this policy, or for similar administrative purposes, the Village may search employees and inspect their personal property (i.e., locker, work area, vehicles parked on Village property (with reasonable suspicion) etc.), at the Village's discretion.
- B. All searches and inspections will be performed with appropriate regard and concern for the personal privacy of the employee to the extent practical without jeopardizing the investigation. Failure to submit to or cooperate in such a search may result in disciplinary action, including termination.
- C. The Village may, under certain circumstances, request the presence of a representative of the appropriate law enforcement agency when conducting a search or inspection.

SECTION 1-7.8. DEFINITIONS

- A. Drugs: A drug includes any controlled substance listed in the Illinois Controlled Substances Act or Cannabis Control Act, and substances listed in Schedules I through V of the Federal Controlled Substances Act, or any other intoxicating substance. It also include any drug which is not legally obtainable, and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages
- B. Alcohol: Includes any distilled spirits, wine, malt beverage or other intoxicating liquors.
- C. Drug/Alcohol Test: Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol or a drug or its metabolites.
- D. Positive Test Result:
 - 1. A blood or breath specimen provided by the employee measured an ethyl alcohol concentration of .02 or more; or
 - 2. Urine or blood specimen provided by the employee which detects any amount of a drug as specified by the screening test standards as outlined in this section.
- E. Reasonable Suspicion: Reasonable suspicion shall be defined as an articulate belief based on specific facts and reasonable inferences that the employee is under the

influence of drugs or alcohol, is using drugs or alcohol, or is in possession of or selling drugs or alcohol. Circumstances which may constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. A pattern of abnormal or erratic behavior;
2. A noticeable change in work performance;
3. Direct observation of drug or alcohol use;
4. Presence of physical symptoms of drug or alcohol use (glassy or blood shot eyes, slurred speech, poor coordination or the odor of an alcoholic beverage on/or about the person or breath of the person).

1-8 .Weapons Policy

Purpose:

The Village of Winnebago, (hereinafter referred to as “Village”), strives to maintain a safe workplace environment for its employees and visitors. Workplace safety is enhanced by adopting this “No-Weapons” Policy.

Applicability:

This Policy applies to (A) all officials, employees, consultants, agents, and others who work for or with the Village at all times while on or in the Village Property, whether on duty or off duty, except as provided for in EXCEPTIONS, and contractors and vendors, and their personnel, when engaged in work for or business with the Village (“Village Officials”); and (B) all clients, guests, and other persons who are not Village Officials. See the definitions of “Village Officials,” “Village Property,” and “Visitor” under DEFINITIONS.

Definitions:

“Village Officials” means all officials, employees, consultants, agents, and others who work for or with the Village at all times while on or in Village Property, whether on duty or off duty, and contractors and vendors, and their personnel, when engaged in work for or business with the Village.

“Village Property” means every building and property, or portion of a building or property, owned or leased by or otherwise under the control of, the Village. “Village Property” also means every Village-owned or leased vehicle.

“Tools” means devices commonly recognized as tools useful for Village purposes, when being used for Village purposes or kept in their usual storage location.

“Visitor” means every person other than a Village Official, as described in phrase (B) under APPLICABILITY.

“Weapon” means:

- Knives, except that the following knives are not prohibited: common kitchen knives such as dinner knives, steak knives, and carving knives, but only in kitchen and break room areas; and (ii) common folding pocket knives with no blade longer than three (3”) inches.
- Devices from which a projectile can be fired, but not including Tools as defined in this Policy.
- Electronic devices such as conducted electrical weapons, stun guns and Tasers.
- Firearms of all types and sizes, whether loaded or unloaded.
- Clubs and any other instrument or object that can be used in a club-like manner and the presence of which poses a reasonable risk to others, but not including Tools as defined in this Policy.
- Any device designed primarily for a destructive purpose, but not including Tools as defined in this Policy.

Weapons Prohibited:

- A. Village Officials. Except as provided under EXCEPTIONS, no Village Official may wear, carry, store, transport, or otherwise possess a Weapon at any time in or on Village Property or while performing any duties for or on behalf of the Village.

Examples of prohibited times and places include, but are not limited to, the following:

- performing work for the Village at any locations including private residences and commercial establishments and other customer or client locations;
- driving or riding as a passenger in a Village vehicle;
- attending trade shows, conferences, or training on behalf of the Village;
- attending Village directed or sponsored activities or events (intended for Village employees only and not the general public) independent of venue;
- riding any type of mass transit while on Village business;
- working off-site on behalf of the Village (excluding the employee’s residence); and

- performing emergency or on-call work for the Village after normal business hours and on weekends.
- B. Visitors. Except as provided under EXCEPTIONS, no Visitor may wear, carry, store, transport, or otherwise possess a Weapon in or on Village Property at any time (see Parking Lots below for further information).
- C. Use of Private Vehicle. No Village employee may use a privately-owned vehicle for Village business if that vehicle contains a firearm of any type or size, whether loaded or unloaded.

Exceptions:

- A. Police Officers and Other Designated Personnel. Village police officers and other Village employees who have been specifically designated or deputized may possess their work-authorized Weapons. Police officers or similarly sworn law enforcement officers from other departments or agencies may possess their work-authorized Weapons while engaged in official duties.
- B. Governmental. A state or federal governmental sworn law enforcement employee may possess his or her work-authorized Weapons if engaged in official duties and required by law or regulation to possess a Weapon.
- C. Parking Lots. A Village Official or Visitor may keep a Weapon in his or her personal vehicle properly parked and locked in a Village parking lot or parking area, so long as the Weapon is kept (1) in compliance with all applicable federal and State laws and regulations; (2) out of plain view; and (3) if a firearm, so long as the Village Official or Visitor is properly licensed and the firearm is unloaded and locked in a glove box, trunk, or other secured container. A Village Official or visitor may carry a concealed weapon in the immediate area surrounding his or her vehicle within the Village parking lot only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.

Inspections:

The Chief of Police or his or her designee may inspect or search any workplace area and any Village Property, at any time, for the presence of a Weapon.

Violations:

Any violation of this Policy by a Village Official will subject the Village Official to discipline, up to and including termination.

Any violation of this Policy by a Visitor will subject the Visitor to removal from Village Property, prohibition from returning to any Village Property, and arrest.

Concealed-Carrying Prohibited:

All property controlled by the Village is a “prohibited area” under Section 65 of the Illinois Firearms Concealed Carry Act and thus, concealed carrying in or on any property controlled by the Village is not authorized by Illinois law. Accordingly, and in all events, concealed carrying is not an exception to this Policy (except as listed in Exceptions “A” and “B” above).

Responsibility:

All Village employees shall have the responsibility of familiarizing themselves with this Policy and adhering to it.

Any Village Official who sees or perceives a violation of this Policy must report that violation to his or her Department Head or, in an emergency, to the Police Department.

No person should take any action that will risk his or her safety or the safety of others. No person should attempt to restrain or forcibly evict an individual with a Weapon from Village premises. Instead, a person may inform that individual of this Policy and ask for compliance.

If that individual does not comply, then the person should contact the Police Department immediately.

1-9. Workplace Violence (Note: does not apply to Police Officers during the normal course of their field duties.)

The Village is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to the Village and personal property.

We specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Threats, threatening language or any other acts of aggression or violence made towards or by any Village employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Village premises.

Employees are encouraged to dial 911 in the event of a dangerous situation and notify a Department Head who will also advise the ~~Deputy Clerk~~Village Administrator immediately.

1-10. Confidential Information

Confidentiality is extremely important to maintain the public and community's trust. If your employment ends with the Village, your obligation to maintain confidentiality does not.

If you are questioned by anyone outside the Village and are concerned about the appropriateness of releasing certain confidential information, you should not answer their question and refer them to the ~~Deputy Clerk~~ or his or her designee's office. No one is permitted to remove or make copies of any confidential Village records, reports, or documents without prior approval from the Clerk, Deputy Clerk, Village Administrator and/or Village President.

Disclosure of confidential information could lead to corrective action, up to and including termination, as well as possible legal recourse.

1-11. Whistleblower Act

The Village strives to conduct its business with the utmost integrity and in strict accordance with all applicable federal, state, and local laws. Accordingly, employees are encouraged to immediately or as soon as practicable report any improper actions, including violations of Federal, State, or local laws, committed by Village employees or its officials to the ~~Deputy Clerk~~ Village Administrator and/or Village President.

The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination. Employees making good faith complaints or reports that are covered by this policy shall not be subjected to retaliation. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the ~~Deputy Clerk~~ Village Administrator or his or her Department Head immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

The goal of this whistleblower policy is to keep the confidentiality of the employee and protect said employee against retaliation. Where possible, the confidentiality of the employee will be maintained unless the employee's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

Improper actions are actions undertaken by an officer or employee in the performance of his or her official duties which include, but are not limited to, actions that:

1. are in violation of any federal, state, or local laws;

2. constitute an abuse of authority;
3. create a substantial and specific danger to the public health or safety of the Village, its residents, employees and guests; and
4. grossly waste public funds.

Improper actions do not include common personnel actions, such as the processing of grievances, decisions regarding hiring, promotion, firing, and other discipline, or alleged violations of labor (collective bargaining) agreements, employment contracts, or policies or procedures set forth in the Village's Personnel Policies Manual.

All reports of illegal and dishonest activities or of actions that may be in violation of this policy will be promptly submitted to the ~~Village Deputy Clerk~~Village Administrator or Village President in order to allow for an investigation into the matter and to recommend and coordinate any corrective or disciplinary action that may be taken against persons violating this policy. All investigations into any conduct that has allegedly violated this policy shall be conducted in a timely manner and without unnecessary delay.

1-12. Abused and Neglected Child Reporting Act

The Village is committed to complying with the Abused and Neglected Child Reporting Act (325 ILCS 5/4). Pursuant to this Act, all employees are required to report or cause a report to be made to the child abuse Hotline number (1-800-25A-BUSE) whenever he or she has reasonable cause to believe or suspect that a child may be neglected or abused. Failure to report suspected abuse or neglect may result in criminal penalties under the Act and disciplinary action, up to and including termination.

Employees and, in certain instances, volunteers with expected patron contact, especially where said contact may be with a minor child, are required to sign the Acknowledgement of Mandated Reporter Status. The acknowledgement form will become part of your personnel file. For more information about mandated reporters under the Abused and Neglected Child Reporting Act, contact your Department Head.

1-13. Illinois Civil Union Act

The Illinois Civil Union Act provides the same rights and responsibilities to Civil Union partners as spouses. A Civil Union may be legally entered into through a state licensing and certification process. Partners in Civil Unions and same-sex marriages legally established in another state will also be recognized in Illinois. By law, self-funded benefit plans must treat Civil Union partners the same as spouses offering medical, dental, vision, life, and disability plans (See Section 9 - Benefits).

Federal laws such as COBRA are not affected by the Illinois Civil Union Act. As a result, the Village is not required to extend Federal protections to Civil Union partners, including COBRA. Additionally, a Civil Union partner is not considered a tax dependent per the

Internal Revenue Service. As a result, Civil Union partners under benefit programs will require the Village to impute the appropriate income into the employee's pay and apply withholding to the imputed amount if the employee does not claim the partner as a tax dependent.

1-14.Immigration Law Compliance

Federal law requires all employees to present documentation confirming their identity and eligibility to work in the United States. New employees and re-hires must complete the I-9 Employment Eligibility Verification Form no later than the first day of employment.

1-15.Political Activity Policy

A. In General—Village

It shall be declared policy of the Village to appoint or hire all employees without regard to political considerations.

B. In General—Employees

Village employees shall not engage in any prohibited political activities during working hours (other than vacation, personal, or compensatory time off) on municipal property, while performing their public duties, and shall not use municipal time, supplies, uniforms, or equipment in any prohibited political activity.

C. Prohibited Political Activity During Compensated Working Hours Defined

"Prohibited political activity during compensated (other than vacation, personal, or compensatory time off) working hours" means:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including, but not limited to, the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political rally, political demonstration, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.

4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office, or on behalf of a political organization for political purposes, or for or against any referendum question.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elected office or on behalf of a political organization for political purposes, or for or against any referendum questions.
6. Assisting at the polls on election day on behalf of any political organization or candidate for elective office, or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization, or for or against any referendum question, or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office, or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office, or for or against any referendum question.
13. Managing or working on a campaign for elective office, or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.
15. Participating in any recount or challenge to the outcome of any election, except to the extent required by state law based on such employee's official position.

D. Prohibition Against Soliciting Village Employee Campaign Contributions

1. No Village employee shall ever directly or indirectly use or seek to use his authority for contributions from municipal employees for political campaign purposes.
2. Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations.

Nothing in this section shall be construed to prevent Village employees from voting with complete freedom in any election.

E. Prohibition Against Misappropriation of Village Property for Political Campaigns, Activities, or Purposes

No Village employee shall intentionally misappropriate any Village property, supplies, or resources for the benefit of any campaign for elective office or any political organization, activity, or cause.

F. Prohibition Against Misappropriation or Abuse of Village Employee Services

At no time shall any Village Official, Department Head, or Village employee intentionally misappropriate or abuse the services of any Village employee by:

1. Requiring that Village employee to perform any prohibited political activity as part of that employee's Village duties, as a condition of Village employment, or during any time off that is compensated by the Village (such as vacation, personal, or compensatory time off).
2. Requiring that a Village employee at any time participate in any prohibited political activity in consideration for that Village employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.
3. Awarding a Village employee any additional compensation or benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the Village employee's participation in any prohibited political activity.

Nothing in this policy prohibits activities that are otherwise appropriate for a Village employee to engage in as a part of his or her official Village employment duties or activities that are undertaken by a Village employee on a voluntary basis as permitted by law.

G. Enforcement

Any violation of this policy must be reported to the Department Head, or Village President or designee. Violation of any provision of this section shall be deemed sufficient cause for suspension or dismissal from Village service.

~~1.16 DIVERSITY, EQUITY AND INCLUSION POLICY~~

~~A. Statement of Policy~~

~~The Village of Winnebago is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion.~~

~~Our human capital is the most valuable asset we have. The collective sum of individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and community's achievements as well.~~

~~We embrace and encourage our employee's differences, in age, color, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and all other characteristics that make our employees unique.~~

~~The Village of Winnebago diversity initiatives are applicable, but not limited, to our practices and policies on: recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:~~

- ~~• respectful communication and cooperation between all employees;~~
- ~~• teamwork and employee participation, permitting the representation of all groups and employee perspectives; and,~~
- ~~• employer and employee contributions to the community we serve to promote a greater understanding and respect for diversity.~~

~~B. Standards on Diversity, Equity and Inclusion for Employees~~

~~All employees of the Village of Winnebago have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other Village-sponsored and participative events. All employees are also required to complete diversity awareness training to enhance their knowledge to fulfill this responsibility.~~

~~C. Consequences of Violation of the Policy on Diversity, Equity and Inclusion~~

~~Any employee found to have exhibited any inappropriate conduct or behavior against others such that violates this policy may be subject to disciplinary action.~~

~~D. Reporting Violations of the Diversity, Equity and Inclusion Policy~~

~~Employees who believe they have been subjected to any kind of discrimination that conflicts with this Policy or its supported initiatives should seek assistance from a~~

~~supervisor or a human resources representative, in accordance with the personnel guidelines.~~

Section 2 – EMPLOYMENT PRACTICES

2-1. Residency

Village employees shall not be required to be a resident of the Village. However, sworn officers and employees deemed vital to the operation of the Village shall reside within a thirty (30) mile radius of Village Hall while employed by the Village. New hires shall be given six months from date of hire to obtain residency unless waived by the Corporate Authorities. Employees employed prior to the adoption of this policy shall be excluded from enforcement of residency requirements.

2-2. Hiring Process

- A. The ~~Deputy Clerk~~Village Administrator will administer and coordinate the hiring process for all vacancies for positions as approved by the Village President and Board of Trustees usually in the form of approval of the annual appropriation/budget. (Law Enforcement Personnel see Lexipol Policy 1000).
- B. The ~~Deputy Clerk~~Village Administrator, with the assistance of the Department Head of the department where the vacancy exists, shall recruit for approved positions. All openings are to be posted on approved Village bulletin boards, on electronic job boards, the Village's web site, and professional journals as deemed appropriate.
- C. If there is a vacancy in a full or part-time position which the Village decides to fill, then a notice of such vacancy will be posted on a bulletin board at the Village Hall for at least five (5) calendar days. During the posting period, the Village may temporarily fill the position. Any employee interested in applying for the vacancy must file a statement of interest in the vacant position with the ~~Deputy Clerk~~Village Administrator. Even though a job opening has been posted, the Village retains the final right to determine whether or not the opening should be filled, and by whom.
- D. All applicants for Village employment shall complete and sign an application for employment. The applicant will be asked to supply complete information relating to past employment, education, experience, training, references, and other qualifications where applicable. An applicant or employee shall be considered only on the basis of their qualifications as required by the position they seek or hold relative to experience, training, physical fitness, abilities, skills, knowledge, and their personal character and integrity.
- E. Reference, criminal background, and credit checks shall be conducted regarding any position which the Village Board deems necessary and shall be conducted according to appropriate State and Village regulations. A written record summarizing such reviews shall be retained in the employee's personnel file.

- F. The Village of Winnebago reserves the right to require a medical examination and/or drug screening as a condition of employment. Such examination will be conducted after a conditional offer of employment is made, but before the employee starts work.
- G. Applicants must provide evidence of identity and employment eligibility. New employees will be advised as to the proper documents which must be provided to the Village.

2-3. Employee Orientation

A new employee shall receive an orientation by appropriate Administration staff and their respective department. Orientations shall consist of an overview of the Village organization, rules, regulations, benefits, job description, and general procedures. Department Heads or their designees are responsible for orienting new employees to departmental guidelines and procedures specific or unique to their department.

2-4. Probationary Period

An employee is considered a probationary employee for the initial six-month period, (twelve-month period for Police Officers), of employment, or when promoted to a higher classification. During this period, both the Village and the employee have an opportunity to see if the common goals of the employment are mutually acceptable.

During the probationary period, the employee also has an opportunity to demonstrate proper attitude and abilities for the position for which employed. Also, during this time, the new employee will be provided with training and guidance from the Department Head. The new employee may be discharged at any time during this period if the Department Head concludes that the new employee is not progressing or performing satisfactorily. Additionally, as is true at all times during an employee's employment with the Village, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice. Further, the Village Board or Village Administrator, at the recommendation of the department head may impose up to an additional 90 days to re-evaluate the employee if the initial probationary period did not provide sufficient time for an objective evaluation.

At the end of the probationary period, the Department Head will conduct an employee evaluation. Provided the employee's job performance is satisfactory at the end of the probationary period, the employee will continue in the Village's employment as an at-will employee and may be eligible for a salary adjustment.

The date on which an employee is appointed by the Village Board shall govern in determining personal leave and/or vacation benefits, unless otherwise expressly provided in the appointment.

2-5. Oath of Office

- A. The Village Administrator, Deputy Clerk, and Treasurer are required to sign an Oath of Office, which will be administered by the Village Clerk or his or her designee.
- B. All Police Officers will be sworn in by the Village Clerk and are required to take Oaths of Office.

2-6. Employee Classifications

The Village establishes the following guidelines and definitions for types of employment and for entitlement to benefits.

- A. Full-Time, Regular: An employee, who has successfully completed their probationary period, is assigned to a position and works a schedule which equates to a regular 40 hour work week.
- B. Part-Time, Regular: An employee, who has successfully completed the probationary period, is assigned to a position and works a shift schedule less than 40 hours per week.
- C. Seasonal Employee: An employee whose work assignment is limited in duration to less than two consecutive quarters during a calendar year. Seasonal employees are employed for a specific function, part-time or full-time and for a temporary or limited period of time. All seasonal employees are provided with an acknowledgement form (Appendix E) and an offer letter regarding his/her seasonal employment with the Village.
- D. Interns: The Village supports the concept of employing students in positions relating to course work. An internship program should be mutually beneficial to both student and the Village. All intern positions that receive a stipend or wage must have been approved in the annual pay plan. Interns applying with the Village must follow the same employment procedures as employees except for the job posting requirements. Interns will be instructed as to expected length of internship, projects to be worked on, and be given a general new employee orientation by their respective department. Interns are expected to comply with the applicable rules and regulations contained in this Manual. In most cases, an internship will continue for one (1) semester.
- E. Temporary: An employee who, by agreement, works for the Village for a period of not more than a hundred and eighty (180) days without Village Board approval in any one fiscal year. In the event a temporary employee is needed for a period of more than ninety days, the Village Board has authority to extend the ninety-day period up to one additional ninety-day period. Any length of time longer than outlined above requires Village Board approval.

- F. Exempt Employee: An employee who works in a position that has been determined as “exempt” under the Fair Labor Standards Act (FLSA) and is not eligible for overtime pay for hours worked over 40 in a week.
- G. Non-Exempt Employee: An employee who works in a position that has been determined as “non-exempt” under the FLSA and is eligible for overtime pay for hours worked over 40 in a week.

2-7. Employee Identification Cards

Employees shall adhere to the following guidelines regarding identification cards:

- A. It is the policy of the Village to issue employee identification cards to all full-time and part-time employees. Cards may also be issued to other employees who may require Village identification while performing work for the Village. The card will display the employee name, department and a photo.
- B. The card should be carried at all times when an employee is acting in an official capacity. The card shall be used as identification if requested by a member of the public.
- C. Unauthorized or inappropriate use of the employee identification card is prohibited and may result in disciplinary action, up to and including termination of employment.
- D. The Police Department may issue their own department identification card in lieu of the Village identification card.
- E. The Deputy Clerk is responsible for the preparation of the identification card. Each employee is responsible for possession of their identification card and should take care to protect it from loss, theft or misuse.
- F. Should a card be lost, damaged or destroyed, it should be immediately reported to your Department Head. All requests for re-issuance of employee identification cards shall be made by the employee to the Village Office.
- G. All identification cards remain the property of the Village and shall be returned to the Deputy Clerk upon termination of employment or by special request by the employee’s Department Head or the Village President.

2-8. Hours of Work

~~This policy~~ The Department head with approval from the Village Administrator will establishes routine hours of work based on whether employees work in the office, field or in other departments except as otherwise provided by a labor agreement or a written contract of employment:

Generally, the work hours provide ~~a~~ one ~~un~~paid 30 minute lunch period and one 15 minute a.m. paid break and one 15 minute p.m. paid break. The lunch period should be taken as close to the standard lunch hour as possible but recommended between the hours of 11am and 1pm. Lunch periods are scheduled and may be staggered to allow for continuous staffing of Village Hall with at least two people. Rest and lunch periods are determined by the operational requirements of each department. Such periods shall be scheduled by each department in order to be consistent with department operations and in accordance with applicable state and federal wage and hour laws. (Law Enforcement Personnel refer to Lexipol Policy 1033).

Police personnel working on a shift basis will follow the working hour guidelines set forth in their respective departmental regulations.

Attendance records will be managed by each department and maintained by the Village Clerk or his or her designee. Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of probationary periods, and continued employment with the Village. Frequent tardiness or other attendance irregularities including unexcused absences from work shall be cause for disciplinary action, up to and including termination of employment.

2-9. Call Back Policy – Not Applicable to Police Department Employees or Public Works Department Employees

The provisions of this policy apply to all non-exempt full-time employees, excluding seasonal and Public Works employees, and Police Department employees, of the Village in order to define and delineate circumstances when an employee is called back to the workplace to respond to an alarm or other emergency. Village employees may be called back to the workplace to respond to an alarm or other emergency at the request of their immediate Department Head or the Deputy Clerk/Village Administrator. Any non-exempt full-time, non-seasonal employee of the Village, who is called back to the workplace, after having left work, shall receive a minimum of one hour of pay. Call back hours worked in excess of an employee's regularly scheduled hours for that week shall be compensated at the applicable rate subject to the Village's overtime policy as outlined in Section 8-4.

If the call back exceeds one hour, the employee will be paid for the actual hours worked. Travel time to and from the workplace will not be included in determining hours of work. Compensation will not be paid more than once for the same hours. The one hour minimum shall not apply to pre-scheduled call back/overtime.

2-10. Call Back/On-Call Policy – Public Works Department

A. Callback and Weekend Rounds

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on

callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

"Weekend rounds" is defined as pre-scheduled hours on Saturday and Sunday. Weekend rounds will be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, if the employee does not use more than eight (8) hours of sick leave during the applicable payroll week (unless those days and hours become part of the regular 40-hour work week).

B. On Call

The Employer shall make on-call assignments as follows:

1. One employee shall be scheduled to be on-call from 8:00 am on Monday until 7:59 am the following Monday (one week). Each employee shall be inserted into the on-call schedule by seniority and the schedule will rotate after that.
2. On-call employees shall be compensated \$100.00 for each week they are in on-call status and employees may switch their on-call status with another qualified employee, on a daily basis, with Supervisor approval.
3. If an on-call assignment falls on a recognized holiday, that employee shall receive an additional \$30.00 for each holiday he is on-call.
4. On-call employees must remain sober (as defined by CDL requirements), be readily available to work and provide a primary telephone number at which they may be contacted. Under normal conditions, an employee must be able to reach his reporting location within a reasonable period of time after being notified of the need to respond to the call-out.

2-11.Call Back and Court Time Policy – Police Department

A. Call Back

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

B. Court Time

If an employee is required by the Village to appear in court outside his regular hours of work and in the performance of his official duties (on a matter in which the officer has no personal interest), he shall be paid for all hours actually worked or a minimum of two (2) hours of pay, whichever is greater, at time and one-half his regular hourly rate of pay. The two (2) hour minimum shall not apply to court time which is

continuous with the employee's regular hours of work or where the payment overlaps with regular or overtime pay.

2-12 . Officer In Charge – Police Department

The Chief or his designee will assign an employee to be the Officer in Charge (O.I.C.) in the absence from duty of an assigned supervisor. The O.I.C. shall receive an additional \$1.00 per hour to be paid on an hour for hour basis for each hour worked as O.I.C. Nothing in this Section shall be interpreted as requiring the Chief of Police to designate an O.I.C. or to have one actively present on shift regardless of the absence from duty of an assigned duty supervisor.

2-13. Nepotism

Policy:

The employment of relatives of present employees is not encouraged. However, the Village of Winnebago reserves the right to take any and all actions deemed to be in the best interest of the organization in any given case. To ensure that no favoritism is shown, it is the policy of the Village that relatives will not be allowed to directly report to each other. In addition, favoritism will not be applied to relatives in filling of vacancies, granting promotions, or recommendations for performance increases or other pay increases.

Procedures:

Persons who are relatives of current employees will not be employed when they would be subject to the supervision of a member of their family or the member of the family would play a significant role in making decisions concerning their direct benefit. In addition, favoritism will not be applied to relatives in filling of vacancies, granting promotions, recommendations for performance increases, or other pay increases.

2-14. Re-Hire Policy

An employee who resigns in good standing may be eligible for re-hire at a future time provided an opening is available and their qualifications for that position are satisfactory. Persons interested in being re-hired should file an employment application with the Village Office. The individual's application will proceed through the regular hiring process with other applicants.

Any employee who is re-hired by the Village shall start as a new employee in all aspects related to compensation and benefits unless otherwise agreed in writing and approved by the Village Board.

All individuals re-hired by the Village must complete a new probationary period.

2-15. Outside Employment

No employee shall be employed by an employer other than the Village, ~~nor shall he or she~~ contract for or accept anything of value in return for services, nor ~~shall he or she otherwise~~ be self-employed for remuneration, that constitute a conflict of interest, may be infringing upon an employee's ability to perform their assigned duties for the Village, or is being performed during hours that employee is working for, and being paid by, the village.

If a Police Officer is to seek outside employment in a similar law enforcement or security capacity, they must without the receive prior written approval of the Department Head, if the employee is the Department Head, written approval must be authorized by the Committee Chairperson, Village Administrator (See Appendix F) (Law Enforcement Personnel see Lexipol Policy 1039). ~~The officer must complete, and seek authorization from the outside employer, to complete the "Indemnity And Hold Harmless Agreement From Outside Employer for Village Of Winnebago Police Officer. (Law Enforcement Personnel see Lexipol Policy 1039)~~

An ~~employee's officer's~~ request for such approval shall not be arbitrarily denied. ~~If an employee desires to hold an outside job, including self-employment, the employee shall apply in writing to the Department Head for approval. Such application will normally be approved or denied within ten (10) working days after submission.~~

Prior to working an assigned shift employees must have a continuous eight (8) hour rest period from outside employment.

Police Officers engaged in outside employment who are placed on disability leave or modified/light-duty, shall inform the Supervisor, in writing within five (5) days whether or not they intend to continue to engage in such outside employment while on such leave, or light-duty status. The Chief of Police shall review the duties of the outside employment, along with any related doctor's orders, and make a recommendation to the Village Administrator ~~Police Committee Chairperson~~ whether such outside employment should continue. In the event the Chief of Police, in coordination with the Village Administrator ~~Police Committee Chairperson~~, determines that the outside employment should be discontinued, or if the officer fails to promptly notify his/her Supervisor of his/her intentions regarding his/her work permit, a notice of revocation of the officer's permit will be forwarded to the involved officer, and a copy attached to the original work permit. Criteria for revoking the outside employment permit include, but are not limited to, the following:

- A. The outside employment is medically detrimental to the total recovery of the disabled officer, as indicated by the Village's professional medical advisors.
- B. The outside employment performed requires the same, or similar, physical ability, as would be required of an on-duty officer.

- C. The officer's failure to make timely notice of their intentions to the Supervisor.

When the disabled officer returns to full duty with the Winnebago Police Department, a request (in writing) may be made to the Chief of Police to restore the permit.

If outside employment, including self-employment, has previously been approved or permitted by the Village, and if it later appears that such outside employment may constitute a conflict of interest, ~~or~~ may be infringing upon an employee's ability to perform their assigned duties for the Village, or is being performed during hours that employee is working for, and being paid by, the village, then the Village reserves the right to require an employee to discontinue such outside employment, including self-employment, as a condition of continued employment by the Village.

2-16. Closing of Village Facilities

The Village President and/or Village Administrator has the ability to temporarily close or modify the hours of operation of any village facility. Should the Village President or Village Administrator determine that, due to inclement weather or other safety related reason, it is in the best interest of the village, its employees, or the general public to temporarily close or modify the hours of operation of certain village facilities and departments, employees will be provided as much notice as practical. Employees will be required to use accrued benefit time to cover the hours not worked, make arrangements with their supervisor to make up the time missed, or to take the time as unpaid. In no case will sick time be allowed unless otherwise appropriate under the Sick Leave section of this manual. Essential employees (those necessary to respond in the event of an emergency - Police and Public Works or any personnel who may be required to assist in an emergency) are not subject to this policy and will need to report to work even in the event Village Hall is closed.

2-17. Employee Performance Evaluations

A. In General

In an effort to document employee performance on an annual basis, In accordance with the Village's policy for employee pay raise consideration to be based on merit, an evaluation will be made of all regular Village employees, full-time and part-time. A cost of living adjustment pay raise may also be considered at the sole discretion of the Village Board. The Village Administrator - Committee Chairmen overseeing the respective Department Heads shall evaluate and prepare reports on the performance of the respective Department Heads, and the Department Heads all supervisors shall evaluate and prepare reports on all full and part-time employees in their department direct reports.

The ~~Village Clerk~~Village President shall evaluate and prepare a report on the performance of the ~~Deputy Clerk~~Village Administrator. All evaluations shall be completed on the standard forms provided by the Village.

Periodic evaluations are critical to create a formal record of an employee's performance over time and establish a foundation for personnel actions such as promotion and termination. The completed evaluation becomes part of an employee's permanent record.

Each year employees are asked to establish goals and objectives. The evaluation is a tool to measure the progress made by the individual during the past review period and to encourage his/her self-improvement. The evaluation will also record additional duties performed, educational courses completed, extraordinary skills or abilities as well as a plan to correct any weak points. Department Heads should review future training needs and career planning. The reviewer should also encourage the employee to make suggestions about how the department can improve. The reviewer should ask employees for feedback regarding the employee's skills as they relate to communication, team building, delegation, and sensitivity to needs of subordinates. Open communication is the key to improvement.

B. Schedule for Reviews

In addition to day-to-day feedback to the employee, a performance evaluation is conducted for all regular employees annually.

After completing the evaluation, the supervisor or Department Head will review the results with the employee. Each employee shall sign the evaluation report that is prepared by the supervisor or Department Head indicating that it has been reviewed with the employee. Signature does not necessarily imply agreement.

Before submitting the completed evaluation to the Deputy Clerk for filing in the employee's official personnel file, the Village Administrator will review all evaluations for consistency in evaluation process for all employees.

The form(s) with the signed acknowledgement are to be placed in the employee's official personnel file, and a copy will be given to the employee.

An employee may request a conference with the Village ~~President~~Administrator regarding the evaluation of his/her performance.

C. Evaluations During Initial Employment Period

During the initial employment period the supervisor will prepare written evaluations of the employee. For a six-month probationary period, at least one written evaluation of the employee will be performed. For a one-year probationary period at least two written evaluations of the employee will be performed.

~~D. Pay Increases~~

~~Pay increases provide a means of recognizing increased competency of the employee to perform his/her assigned duties. Employees who receive a satisfactory evaluation following their six-month initial period of employment with the Village may be considered for a merit increase. Thereafter, additional increases may be granted to employees based on the recommendation of the respective committee overseeing the department in which the employee works, with final approval by the Village Board for the appropriate budget year.~~

~~Increments will not be awarded on an automatic basis, but will be contingent upon evaluations or other pertinent data submitted to the Village President, and approved by the Village Board. Salary adjustments shall become effective as designated by the Village Board.~~

SECTION 3 – EMPLOYEE SEPARATION

3-1. Types of Separation

Employee separation is an inevitable part of organizational life. The following definitions and procedures are instituted in order to minimize the disruption of turnover on all concerned parties.

- A. Service Retirement: is a voluntary separation after having satisfied the age and length of employment requirements of: IMRF, Police/Fire Pension or another pension system, with the employee applying for retirement.
- B. Disability Retirement: is a voluntary separation necessitated by an injury or illness which renders the employee incapable of performing the essential job duties of their position. A request for disability retirement is initiated by receipt of a written request from the employee to his/her Department Head indicating the date of separation. Supporting documentation shall include a ruling by the Illinois Worker's Compensation Commission verifying the disability and approving the retirement, and any other documentation required by the Deputy Clerk's Office.
- C. Employee–Initiated Resignation: is a voluntary separation given by the worker for any reason other than retirement. A resignation letter is expected with information that includes the person's reason for leaving and the proposed last day of employment. Please provide the customary Two-Week Notice period before the person's actual last day of work. Department Heads are requested to provide four weeks' notice in order to provide sufficient time to make departmental specific plans during the vacancy and provide for a smooth transition in departmental leadership. Two weeks' notice is understood to mean that the resigning employee will work during this time to aid in the transition of duties to another. If for any reason the ~~Village President~~Village Administrator or Department Head feels the worker is not contributing positively to the workplace, the two (2) week period may be cut short and the person's resignation will be accepted immediately.
- D. Discharge: is an involuntary termination of an employee which is initiated by the Village.
- E. Reduction in Force (RIF) or Layoff: is the discharge of an employee(s) by the Village for lack of work, lack of funds, other working condition changes or restructuring as determined by the Village. The Village will normally consider departmental service reductions and/or skill and ability when deciding which employees to lay off. The Village shall provide employees with at least two (2) weeks advance notification prior to layoff.

Non-probationary employees, who are laid off pursuant to the above paragraph, shall be placed on a recall list for a maximum period of one year following the date of layoff.

- F. Recall: If an employee is qualified for an open position in another Village Department that is not being affected by the downsizing, the employee may be considered for transfer provided the employee possesses the minimum qualifications for the position and maintained a satisfactory performance history prior to the layoff. In applying this provision, if multiple employees are affected, and where qualifications, experience and performance are equal, longevity shall govern.

Laid off workers must provide the Village their current contact information and inform the Deputy Clerk's office of any changes. If the Village is unable to contact a laid off employee within seven (7) calendar days, the Village's obligation to recall the employee shall cease. The Village shall have no obligation to recall an employee after continuous layoff for a period which exceeds one (1) year. Should an employee not return to work when recalled, their employment will be terminated and the Village shall have no further obligation to recall him/her.

3-2. Exit Interview

To the extent possible, the Department Head or Village Clerk will conduct an exit interview with separated employees on the employee's last day of work. Terminating employees are expected to return uniforms, specific department issuances, ID cards and/or other Village issued property.

3-3. Final Pay and Benefit Issues

An employee shall receive pay for work performed through their separation date reduced by any prior, authorized deductions. Any other payments they have earned in accordance with these policies and applicable employment laws will be paid in the pay period on which the separation date falls.

3-4.Consolidated Omnibus Budget Reconciliation Act (COBRA)

Federal law (COBRA) gives employees and their qualified beneficiaries the opportunity to continue their existing health insurance coverage under the Village's health plan for a period of time after the occurrence of a "qualifying event" which otherwise would result in the loss of coverage. Some common qualifying events are termination of employment (whether by layoff, discharge, or even death); a substantial reduction in an employee's hours; an extended non-FMLA leave of absence; or legal separation or divorce of the employee and his/her spouse.

When such a qualifying event occurs, the Village will notify the employee of the right to continue health insurance coverage under COBRA, as well as the time limits and triggering events which are applicable in order to continue coverage. To continue coverage, the employee (or beneficiary) must elect to exercise their COBRA rights in a timely manner and must pay the Village the total premiums required for coverage

(including their own share and the Village's share) and any administrative fee; if applicable.

Upon request, the Village will also provide a written notice to covered family members which describes their separate rights under COBRA (such as the rights of a divorced spouse to continue coverage by payment of applicable premiums). It is very important to keep the Village advised of all contact information so that notices may be sent and received in a timely manner.

3-5. Unemployment Compensation

The Village is a covered employer under the Illinois Unemployment Compensation Law. Unemployment compensation benefits are designed to provide a partial replacement of wages to eligible employees during short periods of involuntary unemployment. For further information, contact the local Illinois Department of Employment Securities Office.

3-6. Retirement Benefits (see also Section 9-4; Retirement System)

- A. Pension Application: Employees are generally included in the Illinois Municipal Retirement Fund (IMRF). Detailed information concerning pension funds can be obtained from the Administration Department or IMRF representatives. Employees contribute to Social Security and Medicare. The required tax contribution to Social Security is established by the U.S. Congress.
- B. Accumulated Benefit Payments: retiring employees are eligible for payment of accumulated vacation time. Payment for accumulated vacation will be based on the amount of benefits accrued at the time of retirement. To be considered as retiring, the employee must apply for a pension. Retiring employees may continue to participate in the Village's medical insurance program, although they will be required to pay the full premium cost.

SECTION 4 – PERSONAL CONDUCT EXPECTATIONS AND DISCIPLINARY ACTION

4-1. Communication/Chain of Command

Communication is extremely important in order to provide quality services to the residents of the Village. It also ensures that various Village service areas are kept up to date regarding concerns and issues. The Village works diligently to maintain a high level of professional communication. All employees have a responsibility to maintain this level of professionalism. See also the section on confidentiality (Section 1-9 & 5-6 C.).

The Village also adheres to a standard chain of command. All employees are expected to follow the established chain of command regarding issues of concern. Concerns should first be directed to your immediate supervisor or Department Head. If the concern is not adequately addressed, the issue should be brought before the Department Head or Village President/Administrator. If the situation is administrative in nature, the decision of the Village President/Administrator shall be binding. In cases where the issue is policy related, the matter will be brought to the Village Administrator, who will bring it before Village President and Village Board for review if necessary.

4-2. Standards of Conduct

It shall be the duty of employees to maintain high standards of cooperation, efficiency and integrity in their work with the Village. The following references are purely guidelines and the Village reserves the right to discipline employees based on what it deems to be appropriate in any given situation. Unless otherwise set forth under a written contract of employment, employees of the Village are at-will and can be discharged, demoted, suspended, or otherwise disciplined without cause at any time at the sole discretion of the Village.

These guidelines do not form a contract of employment nor should employees have any expectation that such guidelines form a contract. In addition, these guidelines are not all inclusive of what conduct will result in discipline. The decision of what disciplinary action will be taken rests solely with the management of the Village and is made on a case-by-case basis. These guidelines do not establish that employees will be terminated only for just cause.

4-3. Reasons for Disciplinary Action

Some general things for which an employee may be disciplined include, but are not limited to:

- A. Violation of any lawful or official regulation, ordinance, law, order, rule, or policy in this manual.

- B. Insubordination by failing to comply with any lawful direction given by a superior, or any other disrespectful conduct.
- C. Reporting to work under the influence of intoxicants or non-prescription/illegal drug(s), or using such substances while on Village property. Failure to report to a Department Head the use of any legal/authorized prescription drug(s) which may affect the employee's ability to perform necessary job duties.
- D. Absence without leave; failure to report to a Department Head when absent; or, the use of leave in an unauthorized manner.
- E. Excessive or chronic absenteeism and/or tardiness, or being wasteful with working time.
- F. Incompetence, negligence, inefficiency, or failure or inability to perform assigned duties.
- G. Causing damage to public property or being wasteful of Village supplies through negligence or willful misconduct, or failure to take reasonable care of Village material or property.
- H. Inability to get along with fellow employees so that the work being done is hindered and not up to required levels.
- I. Immoral, unethical, or disgraceful actions or any other personal conduct likely to impact the efficiency of the Village service or bring the Village into disrepute, while on or off duty.
- J. Commission of a felony or gross misdemeanor while on or off-duty.
- K. Speaking critically or making derogatory or false accusations so as to discredit other employees or Department Heads.
- L. Misappropriation of Village funds.
- M. Use of Village vehicles, equipment, supplies, or tools for personal use or unauthorized purposes.
- N. Making false statements, failing to provide requested information, or falsification of any records when applying for employment.
- O. Falsification of personnel and/or Village work records including, time worked records, time off records, or any other Village records, improperly withholding information from a Department Head in connection with your job, or assisting in the concealment or failing to report such a falsification of another employee.

- P. Being on Village premises, during a period of administrative leave, without permission of the employee's Department Head.
- Q. Divulging or misusing confidential information, including removal from Village premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind.
- R. During work hours, the solicitation, selling, or distribution of any donation, gift, service, product, information, or other item of value not authorized by the Village; accepting fees, gifts, or other items of value in connection with work performed on Village time or as a representative of the Village.
- S. The use of profanity or abusiveness in attitude or language; conduct resulting in physical harm, injury, or harassment of Village employees or the public.
- T. Any other good and sufficient reason.

4-4. Forms of Disciplinary Action

Disciplinary actions may take, but are not limited to, the following forms:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Village Review: The Department Head will place the employee on Probationary status for a maximum of 60 days with a performance evaluation after 30 days, but prior to 60 days. Separation from employment may occur at any time during this time.
- D. Suspension
- E. Discharge/Termination from employment: Permanent separation of the individual from Village employment.

Notwithstanding the above, any disciplinary actions taken in reference to a police officer employee shall be in accordance with any additional procedure required or protections afforded under the Uniform Peace Officers Disciplinary Act.

The degree of discipline administered will depend on the severity of the infraction and shall be in accordance with any applicable policies and procedures as well as local, State or Federal laws and regulations. Immediate Department Heads may have the authority to issue discipline to supervised employees. The Village Clerk has the authority to issue discipline to the Deputy Clerk. For discipline rising to the level of termination, a Department Head the Village Administrator must provide a written report to the Village Board within 24 hours. For discipline rising to the level of termination of the Deputy Clerk, the Village Clerk must provide a written report to the Village Board within 24 hours.

However, nothing herein should be construed in any way to limit the Village's right to summarily discharge or suspend an employee for serious offenses.

4-5. Appeal of Discipline

Disciplinary action resulting in suspensions or terminations, as outlined in Section 4-4, may be appealed to the ~~Village President~~ Village Administrator within ten (10) calendar days of the disciplinary action. In the event the employee or the Department Head is not satisfied with the Village ~~President's Administrator's~~ decision, within five (5) calendar days receipt of said decision, the employee or Department Head may then appeal in writing to the Corporate Authorities by providing the Deputy Clerk and Village Clerk a copy of the appeal for scheduling with the Corporate Authorities. The decision of the Corporate Authorities shall be final.

SECTION 5 – ADMINISTRATIVE POLICIES

5-1. Personal Appearance

It is expected that each employee will dress appropriately, maintaining a neat, well-groomed appearance at all times. Employees are expected to exercise reasonable judgment when selecting clothing to wear while representing the Village. Specific situations, such as representing the Village in court or at meetings with the public, may require dressing in a more conservative style than everyday work attire. While employees are not expected to abandon personal style, they are expected to be appropriately dressed, clean, and covered.

Foot apparel is mandatory. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards. Your work assignment will determine which type of clothing is appropriate and your supervisor will advise you of what is acceptable attire.

If you are unsure if something is appropriate to wear to work, check with your Department Head. If you report to work in inappropriate attire, you will be sent home to change your clothes. (Law Enforcement Personnel refer to Lexipol Policy 1044)

5-2. Personal Telephone Calls

Village phones are to be used for Village business and may be used for personal business on a limited basis only. Excessive personal telephone calls during the workday interfere with employee productivity and distract other employees. Telephone calls received during business hours must be held to both a minimum number and time limit and must not interfere with the employee's work. It is the employee's responsibility to ensure that no cost to the Village results from their personal phone calls. Violation of this policy will minimally result in cost reimbursement to the Village and may subject the employee to further disciplinary action.

Personal cellular telephones and texting must be kept to a minimum and should not impact employee productivity. Accessing the internet and texting should be reserved for break times. The Village will not be liable for any personal cell phones brought into the workplace.

5-3. Village Issued and Personal Cell Phones and Similar Electronic Devices

As of January 1, 2014, the State of Illinois prohibits the use of hand-held devices while driving. Talking is allowed as long as the driver is using a hands free device, such as a headset or speaker phone built into the car. Drivers violating this law are subject to State fines.

Cellular phone usage applies to any device that makes or receives phone calls, leaves messages, sends text messages, surfs the Internet, or downloads and allows for the reading of and responding to email whether the device is Village-supplied or personally owned. Please also refer to Section 6 – Electronic Communications policy.

While on Village business, the Village requires employees to abide by all State, local, and Federal laws mandating the use of any cell phone or similar device while driving. An employee who uses a Village supplied device or a Village supplied vehicle or equipment is prohibited from using a hand held cell phone or similar device while driving, whether the business conducted is personal or Village related.

This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to the Village, elected officials, residents, contractors, volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the Village; or any other Village or personally related activities not

named here while driving.

5-4. Political Activity

In accordance with the Hatch Act, it is the Village's desire to foster governmental efficiency, ensure that employees can perform their jobs without being pressured to support specific Village or other political candidates, and to ensure that regulations are not interpreted favorably for supporters of candidates for political office.

Employees of the Village may not engage in political activities at any time on Village owned property or while on duty, or while they may be identified as an employee of the Village by any means such as uniform, insignia, and motor vehicle, or in any other manner. Political activities include, but are not limited to, running as a candidate for public office, soliciting or receiving funds for a political party or candidate for public office, soliciting votes for such party or candidate, attending political rallies, circulating petitions, distributing political literature, or encouraging others to do any of the above.

For purposes of this section “while on duty” includes those hours you are scheduled to work and are working for the Village.

This section should not be construed to prohibit any employee or group of employees individually or collectively from expressing honest opinions and convictions or from engaging in political activities permitted by the Hatch Act and from supporting candidates of their choice.

No employee shall be disciplined or rewarded by reason of his/her political affiliation, personal political contributions, or political beliefs by the Village.

5-5. Smoking

The Village shall take every action to comply with the Smoke-Free Illinois Act effective January 1, 2008. Smoking will be prohibited in all Village places of work, including vehicles, and buildings open to the public. The Village may, at its own discretion, authorize designated smoking areas which are located at least 15 feet away from all public entrances.

5-6. Conflicts of Interest

The Village has established guidelines for ethical standards of conduct which shall govern Village employees in the performance of Village business and the duties of their respective jobs. This policy is intended to provide positive direction to Village employees in order to prevent potential conflicts of interest.

Employees, including municipal officials, must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the municipality, and avoid any potential or actual conflict of interest. A potential or actual conflict of interest occurs whenever an employee, including a municipal official, is in a position to influence a municipal decision that may result in a personal gain for the employee, or an immediate relative including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee’s household. Employees are required to disclose possible conflicts so that the municipality may assess and prevent potential

conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Village President or designee to obtain clarification. Violations of this policy will result in appropriate discipline up to and including termination, in addition to any penalty that may be imposed by state law. All employees shall receive and must acknowledge receipt of a copy of Village Ordinance No. 04-07, and any amendments thereto, pertaining to, inter alia, the solicitation and acceptance of gifts.

- A. **Acceptance of Gratuities:** In accordance with the Gift Ban Act, no Village employee shall, through his or her position with the Village, intentionally solicit or accept any gift from any prohibited source as defined under the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/5 et al. Municipal employees may be required to file a Statement of Economic Interest each year.
- B. **Decision Making:** An employee should not make a unilateral decision, about his or her private employment. Employees are required to consult with their Department Head or the Deputy Clerk if there is any doubt about a potential issue with a conflict of interest with their private employment, outside interests or a business they own.
- C. **Confidential Information:** No Village employee shall disclose or use, without authorization, confidential information concerning property or affairs of the Village to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Village.
- D. **Financial Interest:** No Village employee shall have a financial interest or personal interest in any legislation coming before the Village Board or participate in discussion with or give an official opinion to the Village Board unless the employee discloses on the record of the Board the nature and extent of such interest.

5-7. Use of Village Property

No employee of the Village shall request, use or permit the use of Village-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of such Village property is to be restricted to such services as are available to the Village generally and for the conduct of official Village business.

5-8. Solicitation

In order to alleviate disruption of Village services during normal working hours, it is prohibited for employees, or non-employees to solicit other employees for donations, charity, and/or sales of product or services during working hours. Peddling or soliciting for sale or donation of any kind on Village premises can only occur during break and/or lunch periods.

5-9. Contributions and Honorariums

Speeches and presentations made either during working time or for which the Village provides travel expense reimbursement, are made without charge. If an organization wishes to give an honorarium or contribution for such a presentation, the remuneration must be made to the Village, not to the individual employee.

5-10. Employee Privacy Policies

The Village reserves the right to search lockers, desks, filing cabinets, and personal belongings located on Village property at any time. Employees have no reasonable expectation of privacy in anything stored on Village property. If personal belongings are to be searched, the Village will make reasonable efforts to notify the employee and allow them to be present. Such searches will be conducted only if there are reasonable grounds to secure Village or other employee property or safety.

5-11. Personal Mail

Employees shall not use the addresses of the Village municipal buildings or offices for receipt of personal mail, except for police officers on their application for vehicle registration subject to Illinois law, nor shall they use Village postage machines or stationery. If an employee is an officer of a professional organization, specific written approval must be obtained from the Village President prior to utilizing Village facilities for professional organizational activities.

5-12. Lactation Accommodation

Each employee is entitled to a reasonable amount of break time to express breast milk for the employee's infant child. If possible, the break time should run concurrently with the employee's break time that is already provided. The Village will provide an appropriate and private location for such activity. Please contact the Deputy Clerk for additional information regarding lactation accommodation.

5-13. Employee Personnel Records

The Village has established procedures and responsibilities for the maintenance of personnel records.

A personnel file will be established for each employee. All personnel files shall be kept in the Village Office and managed by the Deputy Clerk or appropriate Department Head.

Employees are responsible for and must promptly advise the Village of any changes in:

- Name and/or marital status;
- Address and/or telephone number;
- Number of eligible dependents;

W-4 deductions.

All pertinent information and forms will be contained in the personnel file, including, but not limited to:

- Employee application;
- Job description and specification information;
- Job performance ratings and evaluations;
- Education/training information;
- Personnel action forms;
- Administration correspondence.

Medical, workers compensation, and benefit records will be maintained in a separate file.

Procedures for the release and accessibility of information and assessment of employee personnel files are as follows:

- A. Right of access to personnel files is granted to current employees, those on leave subject to recall, and those who have terminated their employment within the preceding year.
- B. An employee must make a request for personnel file review in writing to the Deputy Clerk or appropriate Department Head.
- C. Records will be reviewed at a place designated by the Village during working hours.
- D. An employee is entitled to a copy of any personnel materials inspected.
- E. Information contained in employee personnel files shall not be released or disclosed without the employee's written consent, except to persons with a lawful right or need to know.

This policy is periodically reviewed to ensure compatibility with current accepted personnel procedures. These records are maintained during the tenure of the employee and for seven (7) years after the employee leaves Village employment.

5-14. Punctuality and Attendance

Employees shall report promptly at the designated starting time ready to begin their assigned duties. In the event that an employee is unable to report for work due to illness or other emergency, they must verbally or through confirmed text message or email inform their Department Head as soon as possible and prior to the start of their shift. If a text confirmation is not returned, the employee must verbally contact their Department Head. ~~Email is not an acceptable means of reporting an absence.~~ Failure to do so may result in a loss of that day's pay. Any employee who is absent three (3) consecutive days without authorization will be considered to have resigned from Village service.

5-15. Prescription Drug Use

Employees who use prescription drug(s) or legal/authorized prescription drug(s) that may cause adverse side effects (i.e., drowsiness or impaired reflexes or reaction time) are required to inform their Department Head that they are taking such medication on the advice of a physician if it prevents them from performing the essential functions of the job, or presents a threat of imminent harm to other employees or the public. Employees are responsible for informing their Department Head of the possible effects of the drug(s) on work performance and expected duration of use. If the usage of such medication poses a safety risk for the employee or others, the employee may not work until a release is obtained from the employee's treating physician.

5-16. Remote Work

Purpose

The Village of Winnebago is committed to having an in person and available staff in order to serve our residents. However, the Village is also committed to providing flexibility where necessary to allow employees to maintain a positive work/life balance. The purpose of this Remote Work Policy is to outline the guidelines and expectations for employees of the Village of Winnebago who may work remotely on a limited bases. This policy ensures that remote work arrangements are structured, efficient, and align with the Village's goals while maintaining productivity, communication, and security standards.

This policy applies to all employees of the Village of Winnebago who may work remotely, either on a case by case or a recurring basis, with approval from their respective department heads.

Employees eligible for remote work must meet the following criteria:

1. Demonstrated ability to work independently and meet deadlines.
2. Access to necessary technology and resources required to perform their job duties remotely.
3. Compliance with all Village policies and procedures.

Employees interested in remote work must submit a formal request to their department head or Village Administrator outlining the proposed schedule, duration, and reasons for remote work. Approval will be based on Village needs, job responsibilities, and individual performance. Written permission signed by the Department Head and Village Administrator will be stored in the employee's personnel file.

Remote work arrangements may begin with a trial period to assess feasibility and productivity. The trial period duration will be determined by the department head. Remote employees are expected to adhere to their regular work schedule unless otherwise agreed upon with their department head. Flexibility in work hours may be granted based

on Village needs. Remote employees must be accessible during agreed-upon work hours via email, phone, or instant messaging platforms. They should respond promptly to inquiries from colleagues and supervisors.

Remote employees must have access to reliable internet connectivity and necessary technology (e.g., computer, software) to perform their job duties. The Village may provide equipment that is deemed necessary for the employees position. Remote employees are responsible for creating a suitable workspace at their remote location that is conducive to productivity and free from distractions. They must ensure a secure and confidential environment for handling Village information.

Communication and Collaboration

Remote employees are expected to participate in meetings as scheduled. They may utilize video conferencing and collaboration tools to maintain effective communication with colleagues. If a meeting is more effective in person, all reasonable efforts must be made to attend the meeting in person.

Remote employees are required to submit regular progress reports to their department head detailing their work activities, accomplishments, and any challenges encountered. Remote employees must actively engage with their team members through virtual channels, contribute to team projects, and collaborate on shared tasks.

Security and Confidentiality

Remote employees must adhere to the Village's data security policies and procedures when handling sensitive information. Remote employees are responsible for the security of Village-issued equipment and must follow guidelines for device usage and storage to prevent loss or theft.

Termination of Remote Work Arrangement

The Village reserves the right to terminate or modify remote work arrangements at any time based on business needs, performance issues, or violation of Village policies. Termination of Remote Work Arrangement will be initiated by either the Department Head or Village Administrator.

SECTION 6 – ELECTRONIC COMMUNICATIONS AND DOCUMENT RETENTION

6-1. Introduction and Definitions

The purpose of this SECTION is to provide guidance as to the proper use of the electronic communication system of the Village. This SECTION covers the use of all forms of electronic communications including but not limited to e-mail, voice mail, fax machines, external electronic bulletin boards, Intranet, and the Internet, and applies to all employees as defined in this SECTION. Furthermore, this policy will address records management concerns and the need to distinguish records from non-records and the continued preservation of needed e-mail records along with the prompt erasure of those which have outlived their utility by approved records retention and disposition schedules. Every employee and officer is expected to read, understand and follow the provisions of this SECTION and will be held responsible for knowing its contents. Anytime the word “shall” or “should” is used in this SECTION, it is considered mandatory and not directory language. Use of the Village’s electronic communication systems constitutes acceptance of this SECTION and its requirements. (See Appendix B)

A. Definitions:

Employee - all staff as outlined in SECTION 2-6 employed by the Village.

Officers - all elected officials and officers of the Village of Winnebago, excluding independent contractors such as attorneys, engineers and design professionals.

Electronic Communications - means electronic mail (“e-mail”), World Wide Web and bulletin boards, instant messages, text messages, Internet chat rooms and other similar electronic communications formats.

Electronic Mail (“e-mail”) - includes non-interactive communication of text, data, image or voice messages between a sender and designated recipient by systems utilizing telecommunications links. It may also include correspondence transmitted and stored electronically using software facilities called mail, facsimile or messaging systems or voice messages transmitted and stored for later retrieval from a computer system.

Internet - a series of networks, connecting informational networks which communicate through a common communication language.

Encryption Software - proprietary software that changes information from its native state to an unrecognizable coded state which can only be returned to its native state with special software.

Village - the Village of Winnebago, Illinois.

World Wide Web - an Internet client-server distributed information and retrieval system based upon hypertext transfer protocol (http) that transfers hypertext documents that can contain text, graphics, audio, video, and other multimedia file types across a varied array of computer systems.

6-2. Use of Electronic Communications

The Village's electronic communication systems are intended for Village business use only. Incidental and occasional use of these electronic communication systems for non-work purposes may be permitted at the discretion of the Village. Before using the electronic communication systems for Village business or personal use, employees must understand that any information that is created, sent, received, accessed or stored in these electronic communication systems will be the property of the Village and shall not be private. If the employee is permitted to use the Village's electronic communication systems for non-work purposes, such use shall not violate any SECTION of this policy or interfere with the employee's work performance. Refer to SECTION 5-3 for cell phone and electronic devices usage.

Employees should use the same care and discretion when writing e-mail and other electronic communications as they would for any formal written communication. Employees should abide by the Nondiscrimination and Equal Opportunity and Harassment and Discrimination Policies of the Village by refraining from using offensive, harassing, vulgar, obscene, or threatening communications – including disparagement because of age, citizenship, color, disability, gender, national origin, marital status, pregnancy, sexual orientation, arrest record or religion. This policy prohibits communications creating, distributing or soliciting sexually oriented messages or images. Any messages or information that is sent by employees to other individuals via electronic communications such as the Internet or e-mail are statements identifiable and attributable to the Village. Consequently, all electronic communications sent by employees, whether business or personal, shall be professional and comply with this policy.

6-3. Prohibited Communications

Under no circumstances shall employees use the Village's electronic communication systems for creating, possessing, uploading, downloading, accessing, transmitting or distributing material that is offensive, illegal, sexually explicit, discriminatory, defamatory or interferes with the productivity of co-workers. Employees shall not use these electronic communication systems for illegal activities, jokes, political causes, football or basketball pools or other sorts of gambling; the creation or distribution of chain letters; list servers for non-work purposes; or for solicitations or advertisements for non-work purposes. Employees

shall not engage in any use that violates copyright or trademark laws. Under no circumstances shall employees represent their own views as those of the Village, unless the Village Board has considered or acted on the issue. Employees shall not use e-mail or other electronic communications to disclose confidential or sensitive information. Personal information such as the home addresses, phone numbers and social security numbers of Village employees should never be disclosed on the Internet.

6-4. Privacy

Although employees may use passwords to access some electronic communications, these communications shall not be considered private. Employees should always assume that any communications, whether business-related or personal, created, sent, received or stored on the Village's electronic communications systems may be read or heard by someone other than the intended recipient. Employees should also recognize that e-mail messages deleted from the system might still be retrieved from the computer's back-up system when requested by authorized personnel. Consequently, messages that were previously deleted may be recreated, printed out, or forwarded to someone else without the employee's knowledge. Therefore, it is emphasized that e-mail messages should not be considered private and may be discoverable communications subject to the Freedom of Information Act or in litigation. Since messages may be retained at different locations or levels of the systems, employees must remember that their communication may be retrieved at some time. Discretion, therefore, is an important consideration when using this or any other technology to send, record and/or retain communications.

6-5. Right to Monitor Use

The Village reserves the right to monitor, intercept, access, and disclose all information created, sent, received, or stored on its electronic communication systems at any time, with or without notice to an employee. Internet use shall be monitored in the same manner as other electronic communications. In addition, the Village may monitor and maintain a log of employees' internet access including the type of sites accessed, the name of the server, and the time of day that access occurs. Information obtained through monitoring may be used as a basis for employee discipline or termination.

6-6. Prohibited Activities

Employees shall not upload, download or otherwise transmit copyrighted, trademarked or patented material, trade secrets or confidential, private or proprietary information or materials. Employees shall not upload, download or otherwise transmit any illegal information or materials. Employees shall not use the Village's electronic communication systems to gain unauthorized access to

remote computers, other systems, or to damage, alter, or disrupt such computers or systems in any way. Nor shall any employee use someone else's code or password or disclose anyone's code or password including their own. It is a violation of this policy for employees to intentionally intercept, eavesdrop, record, or alter another person's Internet and e-mail messages. Employees shall not enable unauthorized individuals to have access to or use the Village's electronic communication systems or otherwise permit any use that would jeopardize the security of the Village's electronic communication systems. Employees shall use their real names when sending e-mail messages or other electronic communications and shall not misrepresent, obscure or in any way attempt to subvert the information necessary to identify the real person responsible for the electronic communication. Sending an e-mail message under a fictitious or false name is a violation of this policy. Likewise, using another users account or login ID constitutes a violation of this policy.

6-7. Licensing

Employees shall not install software for which the Village has not paid the appropriate licensing fee. Additional licensing fees may be incurred every time software is installed for a new user. Consequently, before software is installed on their computer, employees have a duty to ensure that all appropriate licensing fees have been paid and to notify the Village's computer consultant to ensure any such installation will not be detrimental to the Village's computer system. Employees should notify the Village if they discover unlicensed software on computers. Employees shall not copy software for distribution to any third party or for home use unless such copying is permitted by the software license agreement. The installation of software for trial periods authorized by a vendor is not a violation of this policy if approved by the employee's Department Head.

6-8. Encryption

Employees shall not password protect or otherwise privately code their files, computers or other electronic devices owned by the Village without prior authorization from the Village. Use of encryption software must be specifically approved by the ~~Deputy Clerk~~Village Administrator. If encryption software, passwords or personal codes are used, the employee shall give the password to the Deputy Clerk, the Village's IT servicer and/or appropriate Department Head.

6-9. Viruses and Tampering

The intentional introduction of viruses or attempts to breach system security or other malicious tampering with any of the Village of Winnebago's electronic communication systems is expressly prohibited. Employees or Officers shall immediately report any viruses, tampering or other system breaches to the Village.

6-10. Disclaimer of Liability for Use of the Internet

The Village is not responsible for material viewed or downloaded by the employee from the internet. The internet provides access to a significant amount of information, some of which contains offensive, sexually explicit and inappropriate material. It is difficult to avoid contact with this material. Therefore, employees using the internet do so at their own risk.

6-11. Duty Not to Waste Electronic Communication Resources

Employees shall not deliberately perform actions that waste electronic communication resources or unfairly monopolize resources to the exclusion of other employees. This includes, but is not limited to, subscribing to list servers, mailing lists or web sites not directly related to the employee's job responsibilities, spending extensive non-productive time on the internet, and doing large non-work related file downloads, or mass mailings. Electronic communications are limited and employees have a duty to conserve these resources.

6-12. Use of Credit Cards on the Internet

Before making any purchases on the internet, employees who are authorized to use Village credit cards shall ensure that they are using a secured site.

6-13. Computer Security

The computer resources and the data stored therein are critical to the ability of the Village to perform its business. These computer resources and data are subject to compromise and illicit modification if proper computer security techniques are not employed. Therefore, the Village employs a security password system to enable controlled entry into its electronic communication systems. Disclosing individual system passwords to others is strictly prohibited. Computers left unattended should be either powered off, logged off the network or password protected with a screen saver.

6-14. E-Mail Addresses

The Village owns all e-mail addresses provided to its employees, including any names and/or references associated with the Village's e-mail system. Employees are prohibited from sending personal email through the Village's email system. Upon separation of employment from or removal from an office of the Village, all rights to this e-mail address or any personal e-mail sent to said address shall cease and shall be deemed to be owned by the Village regardless of content of any message. Further, the Village reserves the right to keep an employee's e-mail address active for a reasonable period of time following separation of employment

with or removal from office of the Village to ensure that important business communications reach the Village.

6-15. Freedom of Information Act

Under the Freedom of Information Act, communications may be considered public records and, therefore, subject to disclosure absent a specific exemption. Employees must forward requests for information or public records to a FOIA Officer.

6-16. Violations

Because the use of the Village's electronic communication systems is identifiable and attributable to the Village, violations of this policy shall subject the employee to disciplinary action, up to and including termination. Employees who observe violations of this policy are obligated to report those violations to the Village.

6-17. Document Retention

- A. Act. The Illinois Local Records Act (50 ILCS 205/1 *et seq.*) governs the retention and disposition of public records, regardless of physical form. Often the content of messages may constitute a formal, public record and must be retained according to established retention schedules; however, some e-mail messages are informal, temporary communications that do not qualify as "public records" (e.g. personal email, junk mail, invitations, etc.). Employees have the same responsibilities for e-mail messages as they do for any other public record and must distinguish between official, public records and informal, non-record information. Electronic communications which are considered public records must be preserved in either reproduced paper format or electronic format. If the employee prints out an official public record from the Village's electronic communication system and retains the record in hard copy, the electronic copy may be deleted immediately.
- B. Public Records. Under the Illinois Local Records Act, "public record" means "any book, paper, map, photograph, digitized electronic material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connection with the transaction of public business and preserved or appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein." 50 ILCS 205/3.

Factors to consider and determine if a document (whether electronic or not) is a public record:

1. Was the document created or received in connection with the transaction of public business? E-mails or letters received or sent that were of a personal nature may be deleted but all others shall be retained.
2. Is it official documentary material? For example, does the e-mail contain a draft letter versus the final letter? Drafts may be deleted if a final version is prepared.
3. Is the document subject to disclosure under the Freedom of Information Act? If so, it is likely an official document to be retained.
4. Does the document result from some action or transaction that clearly relates to the official work of the Village of Winnebago? For example, if it relates to the creation of policy or procedures regarding public employment matters, the correspondence must be retained.
5. Is the material "appropriate for preservation by such agency or officer; or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein?" This eliminates the necessity of keeping documents which do not relate to the official actions of the Village. If action is taken or a lack of action is based upon the contents of an e-mail, the e-mail must be retained.
6. Does the document have any historical significance? What is the importance of the document? Does keeping or discarding the document further the goal of the Act - the "efficient and economical management of local records?" If yes, retain the e-mail.
7. Is this a final document? For instance, many e-mail documents rapidly become stale and do not reflect "function, policies, decision, procedures, etc.," when a matter is finalized. Therefore, the Village can simply keep the final document and delete prior drafts. However, a closer question exists relative to e-mail exchanges where the parties are sending communications to prepare the final document.
8. Internal documents created by Employees on work-related topics which do not facilitate action such as transmittal notes, notifications, announcements, and the like may be discarded.
9. Documents containing drafts, notes or interoffice memoranda that are not retained by the Village in the ordinary course of business may be discarded. Carbon copies of e-mails may be discarded where the sender or primary recipient retains a copy of the message along with any attachments thereto.

If the decision to discard is unclear after considering the above guidelines, then consult the FOIA officer.

- C. Electronic Communications (“E-Mail”). All non-public record e-mails should be deleted as soon as they have fulfilled their purpose. If an e-mail message is determined to be a public record, it shall be retained in the appropriate file or saved to a specific named folder to avoid the possibility of automatic deletion.

SECTION 7 - SOCIAL MEDIA AND SOCIAL NETWORKING POLICY

7-1. Employee Social Media Policy **Village of Winnebago Social Media Policy**

The Village of Winnebago's official social media accounts are operated to provide information, updates, and engagement with the community. The Village Administrator will authorize individuals who may post to the Village's social media accounts.

1. Setting up Social Media - Social media identities, logon ID's and user names may not use the Village of Winnebago's name without prior approval from the Village Administrator
2. Account Management - Only individuals authorized by the Village Administrator may access and manage official social media accounts.
3. Professional Conduct - Content must be factual, respectful, and relevant to Village matters. Personal opinions or unrelated content are prohibited.
4. Public Interaction - Comments and messages will be monitored and responded to as appropriate. Offensive or inappropriate comments may be removed.
5. Compliance - All content must comply with applicable laws, including public records retention and privacy regulations.

7-1. Employee Social Media Policy

A. Employee Speech, Expression and Social Networking Policy:

While the Village respects employees' rights to use personal social media accounts, it is important to note that if an individual primarily uses their personal social media account to conduct Village business, that account may be subject to all applicable Freedom of Information Act (FOIA) and First Amendment requirements. This means that communications made through personal accounts that pertain to Village matters may be considered public records and must be disclosed upon request, and the individual must be mindful of maintaining the same professional standards as when using official Village accounts. The Village discourages the use of a personal social media account to conduct official village business.

This policy is intended to address issues associated with employee personal use of social networking sites and to provide guidelines for the regulation and balancing of employee speech and expression with the needs of the Village of Winnebago. This policy is not intended to infringe upon any communication, speech or expression that is protected or privileged under law.

For the purposes of this policy, social media means any facility for online publication and commentary, including without limitation blogs, wiki's, social networking sites such as Facebook, LinkedIn, Twitter, Flickr, RRStar.com, YouTube, etc. All uses of social media must follow the same ethical standards that Village of Winnebago employees must otherwise follow. This policy is in addition to and complements any existing or future policies regarding the use of technology, computers, e-mail and the internet.

Speech or expression that could reasonably be foreseen as having a negative impact on the Village of Winnebago, employees or clients of the Village of Winnebago, the mission, function, reputation or professionalism of the Village of Winnebago is prohibited. Divulging confidential information related to the Village of Winnebago, its employees and residents will meet terms for immediate termination.

Accessing social media sites and internet sites in a non-job related activity on ~~either official Village equipment or personal devices~~, during work hours is strictly prohibited.

Employees forfeit any expectation of privacy with regard to anything published or maintained through file-sharing software or any internet site open to public view (i.e. Facebook, ~~TwitterX~~).

Policy violations will be subject to disciplinary action, up to and including termination for cause.

B. Procedures:

~~1. Setting up Social Media - Social media identities, logon ID's and user names may not use the Village of Winnebago's name without prior approval from the Village President.~~

2.1. Don't Tell Secrets - It's acceptable to talk about your work and have a dialog with the community, but it's not okay to publish confidential information. Confidential information includes things such as resident information, details of current projects, future programming plans, financial information, research, and contractual information.

3.2. Protect your own privacy - Privacy settings that might allow others to post information or see information that is personal ~~should~~ may be set to limit access. Be mindful of posting information that you would not want the public to see.

4.3. Be Honest - Do not blog or comment anonymously, using pseudonyms or false screen names. We believe in transparency and honesty. Use your real name, be clear who you are, and identify that you

work for the Village of Winnebago and that your views and opinions expressed are yours alone and do not represent the official views of the Village of Winnebago. Do not say anything that is dishonest, untrue, or misleading. If you have a vested interest in something you are discussing, point it out.

5.4. Respect copyright laws - It is critical that you show proper respect for the laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including the Village of Winnebago's own copyrights and brands. You should never quote more than short excerpts of someone else's work, and always attribute such work to the original author/source. It is good general practice to link to others' work rather than reproduce it.

6.5. Respect your audience, Village of Winnebago, and your coworkers - The public in general, and the Village of Winnebago's employees and residents, reflect a diverse set of customs, values and points of view. Don't say anything contradictory or in conflict with the Village of Winnebago website. Don't be afraid to be yourself, but do so respectfully. This includes not only the obvious (no ethnic slurs, offensive comments, defamatory comments, personal insults, obscenity, etc.) but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory - such as politics and religion. Use your best judgment and be sure to make it clear that the views and opinions expressed are yours alone and do not represent the official views of the Village of Winnebago.

7.6. Protect Village of Winnebago residents, business partners and suppliers - Residents, partners or vendors should not be cited or obviously referenced without their approval. Never identify a resident, partner or vendor by name without permission and never discuss confidential details of a resident.

7. Controversial Issues - If you see misrepresentations made about the Village of Winnebago in the media, you may point that out. Always do so with respect and with the facts. If you speak about others, make sure what you say is factual and that it does not disparage that party. Avoid arguments. Brawls may earn traffic, but nobody wins in the end. Don't try to settle scores or goad others into inflammatory debates. Make sure what you are saying is factually correct.

8. Be the first to respond to your own mistakes - If you make an error, be up front about your mistake and correct it quickly. If you choose to modify an earlier post, make it clear that you have done so. If someone accuses you of posting something improper (such as their copyrighted material or a

defamatory comment about them), deal with it quickly - better to remove it immediately to lessen the possibility of a legal action.

9. Think About Consequences - For example, consider what might happen if a Village of Winnebago employee is in a meeting with a client or partner, and someone on the partner's side pulls out a print-out of your comments and says, "This person at the Village of Winnebago says that our facility stinks." Once again, it's all about judgment: using social media to trash or embarrass the Village of Winnebago, residents, partners, or co-workers, is dangerous and ill-advised.
10. Disclaimers - Many social media users include a prominent disclaimer saying who they work for, but that they're not speaking officially. This is good practice and is encouraged, but don't count on it to avoid trouble - it may not have much legal effect.

7-2. Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog (such as Blogspot or Tumblr), journal or diary, personal web site (such as Facebook), social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Village. Because your use of social media can lead to personal and professional legal ramifications for you and the Village, the Village expects you to follow these guidelines with respect to any other form of electronic communication as well.

The same principles and guidelines found in other Village policies set forth in this Personnel Manual (as more fully described below) apply equally to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects the protection of confidential and/or proprietary information belonging to the Village, our suppliers, vendors or our legitimate business interests may result in disciplinary action up to and including termination of employment.

7-3. Duty to Follow the Rules

Carefully read these guidelines as well as the Village's policies regarding Technology, Professional Conduct, and Harassment and Discrimination, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or

similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination of employment.

7-4. Be Respectful

Always be fair and courteous to the Village, your co-workers, suppliers, vendors and other organizations or individuals who work on behalf of the Village. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers and/or management or utilizing the Village's Complaint procedure, than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage residents, employees, suppliers, or vendors, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Village policy.

7-5. Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Village, residents, co-workers, suppliers, vendors or other organizations or individuals working on behalf of the Village or competitors. Whenever promoting the Village, make sure to disclose that you are an employee of the Village. This is important to comply with truth in advertising and other related laws.

7-6. Appropriate and Respectful Content

Maintain the confidentiality of Village Confidential Information (as defined in the Village's confidentiality policy). Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

Do not create a link from your blog, website or other social networking site to a Village website without identifying yourself as a Village employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Village. If the Village is a subject of the content you are creating, be clear

and open about the fact that you are an employee and that your views do not represent those of the Village, fellow employees, residents, suppliers, vendors, or other organizations or individuals working on behalf of the Village. If you do publish a blog or post online related to the work you do or subjects associated with the Village, make it clear that you are not speaking on behalf of the Village. It is best to include a disclaimer such as **“The postings on this site are my own and do not necessarily reflect the views of the Village of Winnebago.”**

~~7-7. Social Media at Work~~

~~We expect our employees to use social media in reasonable amounts while on work time or on equipment we provide. Should your use of social media become an issue, your Department Head will bring it to your attention and your time may be limited, and/or disciplinary action taken. Use may be work related as authorized by your Department Head or consistent with the Village's Communications policies. You may not use Village email addresses to register on social networks, blogs or other online tools utilized for personal use. Remember, too, that you should not have an expectation of privacy in your use of any Village equipment. While the Village would never intentionally capture and keep your passwords to any of your social media accounts, information displayed on any Village computer or other equipment may be viewed and/or recorded by the Village.~~

7-8. Friendship Requests

Village employees are discouraged from sending/accepting friendship requests from coworkers and should refrain from inviting coworkers to their social media sites, excluding professional networking websites (i.e. LinkedIn). This is to protect employees from claims and to promote the highest level of integrity, propriety, and trust.

7-9. Retaliation Prohibited

The Village prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination

8-5. Overtime

Only Fair Labor Standards Act (FLSA) non-exempt employees shall be entitled to overtime. Eligible employees (excluding police officers) shall be compensated for overtime at a rate of one and one-half times their regular hourly rate for all hours ~~actually worked~~ over forty (40) in a work week (Including any approved sick or vacation time taken). ~~Paid time off shall not be considered as time worked in the calculation of overtime.~~ For all FLSA non-exempt employees, prior authorization from the employee's Department Head is required before an employee may work more than their scheduled daily or weekly hours. Additionally, employees shall not conduct any Village business outside of work hours, including but not limited to work on Village issued or personal electronic devices (including but not limited to tablets, computers, smart phones, I-Pads, and like devices) unless they have received prior approval from a Department Head. Failure to obtain prior approval for overtime may result in disciplinary action up to and including dismissal. To the extent possible, an attempt will be made to fairly distribute overtime work among employees competent to perform the required service. Law Enforcement shall refer to Lexipol Policy 1037.

In accordance with 7(k) of the Fair Labor Standards Act, police officers will be paid overtime for all Hours ~~Actually Worked~~ over 84 hours in a 14-day work cycle (Including any approved sick or vacation time taken).

Hours Actually Worked is calculated based on the time the employee clocks and/or signs in, whichever is applicable. If an employee mistakenly forgets to clock in or out, the employee must notify his supervisor immediately upon discovering the mistake.

In the case of executive, administrative and professional personnel as defined by the Fair Labor Standards Act (FLSA), it is implicit in the nature of their position that time beyond the normal work schedule may be spent on the job. While some recognition of this work may be made by the Village Board, it is recognized that these classifications are overtime exempt.

SECTION 9 - BENEFITS

9-1. Eligibility for Benefits

Full-time, regular employees shall receive all employee benefits provided by the Village. Regular part-time employees, seasonal, temporary, and interns are not entitled to health benefits but may be eligible for retirement benefits through IMRF should all criteria be met.

The Village Board reviews benefit funds annually; therefore, stated benefits are subject to change. Additional details outlining benefits are available at the Village Office.

The extent of coverage under the insurance policies or plan(s) referred to in this SECTION shall be governed by the terms and conditions set forth in said policies.

9-2. Group Medical Insurance

The Village provides regular full-time employees and all eligible dependents with group medical insurance under the terms specified in the Village of Winnebago Group Medical Insurance policy documents as adopted by the Board from time to time.

The Village will cover 90% of the health insurance premium cost for regular full-time employees and their eligible dependents. The employee portion of the health insurance premium cost will be 10%.

~~The employee portion of the health insurance premium cost will be as adopted by the Board and as amended from time to time.~~

The Village Administrator is responsible for negotiating group medical insurance plans on behalf of the Village. It is his/her responsibility to secure plans that provide comprehensive coverage for employees while ensuring that the plans are fiscally responsible and sustainable for the Village. The Village Administrator with consultation with the Administration Team and Department Heads will make recommendations to the Village Board as soon as possible for final approval.

Coverage becomes effective on the first of the month following thirty (30) days of employment. Specific benefits of the plan are described in insurance brochures provided to each employee by the Village. Annually, there is an open enrollment period during which an employee may elect to change coverage; typically thirty (30) days prior to plan year end date. Medical coverage may be continued during an approved leave of absence at the employee's expense in accordance with applicable law and/or at the discretion of the Village Board. Employee's payment of insurance premium shall be paid by the first of each month.

Enrollment applications and/or change forms should be completed in the following instances:

- A. new employees beginning service with the Village;
- B. employees seeking to add an eligible dependent;
- C. employees who want to drop a dependent;
- D. qualifying life event.

Applications and/or change forms are available from the Village. It is the employee's responsibility to notify the Village of any change in dependent status by completing updated enrollment cards. In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), continuation of group health plan coverage is available according to the provisions outlined in SECTION 3-4.

9-3. Group Dental Plan

The Village provides regular full-time employees and all eligible dependents with group dental insurance under the terms specified in the plan documents. The Village will cover 80% of the dental insurance premium cost for regular full-time employees and their eligible dependents. The employee portion of the health insurance premium cost will be 20%. ~~as adopted by the Board from time to time.~~

The Village Administrator is responsible for negotiating group dental insurance plans on behalf of the Village. It is his/her responsibility to secure plans that provide comprehensive coverage for employees while ensuring that the plans are fiscally responsible and sustainable for the Village.

Specific plan benefits are described in the summary plan description provided to employees when hired and at their request.

9-4. Retirement System (see also SECTION 3-6 Retirement Benefits)

Eligible Village employees participate in a combination of Social Security and the Illinois Municipal Retirement Fund.

The State of Illinois has mandated that each non-sworn employee of the Village who is assigned to work more than one thousand (1,000) hours per year must participate in the Illinois Municipal Retirement Fund (IMRF).

IMRF is a program providing for the payment of retirement, disability, and death benefits to state and municipal employees. Participating employees contribute to IMRF on a pre-tax basis pursuant to statute based on total annual earnings.

If a member terminates service without retiring, accumulated IMRF contributions are refundable upon request. Employer contributions are not refundable under any circumstances. Employees hired before January 1, 2011 are vested with a minimum of

eight years of service under the plan. Employees hired on or after January 1, 2011 qualify under tier two benefits which increases the retirement age and changes the vesting requirements to ten (10) years of service. A detailed listing of all Tier 1 and Tier 2 benefits is available through IMRF.

Annual benefit statements are provided by IMRF to participating members. Employees may request an estimate of benefits from IMRF at any time to obtain an approximate projected retirement benefit figure.

Enrollment and benefits forms are available through the Deputy Clerk and/or the local IMRF representative for the Village. It is the employee's responsibility to keep all information on file and up to date including, but not limited to, name, address, and beneficiary(s).

9-5. Life Insurance

The Village provides eligible full-time employees with basic life and accidental death and dismemberment insurance. Employees are directed to review the Summary Plan Description, which is available through the Village.

Coverage currently is effective the first date of employment and continues until the employee leaves the Village's employment, the employee moves to an employee class which is not eligible for this benefit, or the policy is discontinued completely by the Village. Termination under the policies shall be determined when premium payments for such employee's insurance are discontinued. However, the effective date is subject to change should any carrier providing life insurance coverage to the Village change its terms.

It is the employee's individual responsibility to maintain current policy information on file in the Village Office. Pertinent application/policy data includes names, address and beneficiary(s).

Upon termination of employment with the Village, the employee may convert the policy to a comparable individual policy of life insurance without furnishing evidence of insurability provided the application and payment of the first premium is made within 31 days after termination of employment.

As an option, IMRF eligible employees, at their expense, may enroll in a low cost group term life insurance program with an additional accident, death, and dismemberment component. Group term coverage for an employee's spouse and eligible dependents is offered at no additional premium through IMRF. Coverage application forms are available through the Village Office.

9-6. Social Security

As required by law, a fixed percentage of employee earnings is deducted from each paycheck and deposited with the Social Security Administration. In addition, the Village

contributes an equal amount to the Social Security Administration to help fund benefit programs. Detailed information on benefits, eligibility requirements and account status is available from the Social Security Administration Office.

9-7. Employee Development and Promotion

A. Employees will be provided every reasonable means to succeed on their jobs and will be given opportunities to prepare themselves for full use of their talents and potential. On-the-job training will be provided to prepare employees to meet the full requirements of their positions.

B. Candidates for promotion will be chosen on the basis of existing or forecasted job openings, on their qualifications, and on their work record without regard to actual or perceived race, creed, color, religion, national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, pregnancy, or any other characteristics protected by applicable Federal, State, or local laws. Performance evaluations and work records for all personnel will be carefully examined when openings for positions occur.

9-8. Training and Education

To encourage employees to further their education in areas directly related to their present positions and to enhance job skills, the Village may, in its sole discretion, pay tuition, fees and books for courses offered by accredited universities, technical schools or other approved organizations deemed to be pertinent to employment with the Village following employee-initiated education requests.

Prior to enrollment, a written request for such payment of costs, including information concerning content, fees and length of course, must be presented to the Department Head and ~~Deputy Clerk~~Village Administrator. Each request will be considered on a case by case basis, and must be submitted before the annual budget/appropriation are presented to the Village Board or responsible Committee. ~~Upon submittal of reimbursement requests to the Finance Committee, the Committee may act upon the same within thirty (30) days.~~ Employees are encouraged to notify the Village of intended enrollment prior to October 1st for the upcoming fiscal year.

Such reimbursement may not exceed 80% of the tuition, fees, and books. The maximum reimbursement is \$2,500 per employee per fiscal year and such reimbursement will be made within sixty (60) days of the date of presentation of evidence of satisfactory completion of the course with a grade average of C or better. Reimbursement shall not be made if the employee resigns his/her position or is terminated before course completion or during the sixty (60) day period following completion. The reimbursement outlined herein will be available to employees only when the course taken is completed during the employee's personal time.

9-9. Travel and Miscellaneous Expenses

A. Definitions.

“Entertainment” includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

“Public Business” means expenses incurred in the performance of a public purpose which is required or useful for the benefit of the Village to carry out the responsibilities of Village business.

“Travel” means any expenditure directly incident to official travel by elected official, employees, and officers of the Village or by other representatives of the Village involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

“Traveler” shall include any elected official, employee, or officer of the Village of Winnebago that is the subject of the travel reimbursement ordinance.

The Village shall only reimburse the following types of travel, meal, and lodging expenses incurred by its elected officials, employees, and officers up to the following maximum allowable amounts:

1. Airfare: Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Travelers are encouraged to book flights at least thirty (30) days in advance to avoid premium airfare pricing. Only coach or economy class tickets will be paid or reimbursed. The traveler will pay for the difference between higher priced tickets and coach or economy class tickets with his or her personal funds.
2. Personal Automobiles: Mileage reimbursement will be based on mileage from the work location office to the off-site location of the official business, not from the traveler’s residence. When attending a training event or other off-site official business directly from the traveler’s residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the work place. If the distance is greater than the traveler’s normal commute, reimbursement will be paid based on the differential of the commute less the mileage of a normal commute to the workplace. The traveler will be reimbursed at the prevailing IRS mileage rate. The traveler will only be reimbursed up to the price of a coach or economy class airfare ticket if the traveler drives to a location for which airfare would have been less expensive.
3. Automobile Rentals: Travelers will be reimbursed for the cost of renting an automobile including gasoline expense only as provided in this SECTION. Travelers using rental cars to conduct official business are required to purchase

insurance through the rental agency. Car rental insurance will cover the vehicle during personal use, e.g., using the vehicle after the conference has ended. Compact or mid-size cars are required for two (2) or fewer employees or officers traveling together and a full-size vehicle may be used for three (3) or more travelers. The traveler must refuel the vehicle before returning it to the rental company.

4. Public Transportation: In the case of local training or official business where an elected official, employee, or officer chooses to use public transportation, reimbursement for use of public transportation plus any mileage in accordance with this policy.
5. Other Transportation: The traveler should utilize hotel shuttle service or other shuttle services, if available. If none are offered, the use of the most economic transportation is encouraged.
6. Hotel/Motel Accommodations: The traveler will be reimbursed for a standard single-room at locations convenient to the business activity up to the then current U.S. General Services Administration (GSA) per diem rate for the location of travel at the time the expense is incurred. Hotel/motel accommodations are to be reserved in advance and secured at a moderate or conference rate. Reimbursement for lodging shall be limited to the number of nights required to conduct the assigned Village business. If a conference, for example, opens on a Sunday evening and closes Thursday at noon, reimbursement for Sunday through Wednesday night would be allowed. In the event of a change in plans or a cancellation, the traveler must cancel the hotel/motel reservation so as not to incur cancellation charges. Cancellation charges will not be reimbursed by the Village unless approved by a vote of the Board of Trustees.
7. Meals: Meal expenses and reimbursements are limited to the then current U.S. General Services Administration (GSA) per diem rate for the location of travel at the time the expense is incurred. Receipts shall be submitted to substantiate all expenses within ten (10) calendar days of the completion of the trip. Any amount of the per diem allowance which was not spent by the traveler shall be returned to the Village at the time receipts are submitted. Meals provided by a conference or seminar should be deducted from the per diem allowance. Partial reimbursement may be made for departure and return days based on time. Meals during in-state travel that are not part of an overnight stay will be reimbursed at the actual cost not to exceed the GSA meal rate.
8. Vacation in Conjunction with Business Travel: In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Travel, Meal, and Lodging Expense Report form and paid by the traveler.

9. Accompanied Travel: Family members may accompany the traveler when traveling on official Village business. However, no expenses attributable to any family member will be reimbursable. All expenses will be calculated as if the traveler were traveling alone, using the minimum costs to the Village for lodging, meals, and transportation.
10. Parking: Parking fees at a hotel/motel or incidental to other travel will be reimbursed only with a receipt. Self-parking is recommended where available.
11. Entertainment: No employee or officer of the Village shall be reimbursed for any entertainment expense, unless ancillary to the purpose of the program, event or other official business.
12. Laundry: Any elected official, employee, or officer may be reimbursed up to \$25.00 per week for laundry and dry-cleaning expenses for every seven (7) days in continuous travel. Only actual laundry and dry-cleaning expenses are reimbursable and receipts are required to be provided with the reimbursement request form.

No reimbursement of travel, meal or lodging expenses incurred by a Village elected official, employee, or officer shall be authorized unless the "Travel, Meal, and Lodging Expense Reimbursement Request Form", attached hereto and made a part hereof, has been submitted and approved. This fully executed form and all supporting documentation shall be submitted to the Village within ten (10) calendar days of the completion of the trip. All documents and information submitted with the form shall be subject to disclosure under the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Expenses for travel, meals, and lodging of: (1) any officer or employee that exceeds the maximum reimbursement allowed under the regulations adopted in this policy or (2) any member of the corporate authorities of the Village may only be approved by roll call vote at an open meeting of the corporate authorities of the Village. However, in the event of an emergency or other extraordinary circumstances, the corporate authorities may approve more than the maximum allowable expenses set forth above.

The Village shall not reimburse any elected official, employee, or officer for any activities which would be considered entertainment. Activities which would otherwise be considered entertainment, but which are excluded from the prohibition on reimbursement due to being ancillary to the purpose of the program or event, may be reimbursed in accordance with the provisions of this Policy. Alcohol, of any kind, is specifically excluded from reimbursement. The Village shall not reimburse any elected official, employee, or officer for any "In Room" expenses, such as movies, games, wet-bar, snacks, and other related items. The Village shall not reimburse any elected official, employee, or officer for any medical expenses incurred during travel as travel costs.

The Village shall only reimburse business-related telephone calls made during travel. However, personal telephone calls to the employee's home or elsewhere are limited to

one call per week for every seven (7) days that the employee is in travel status. Personal calls shall be paid for at the time of checkout from his or her personal funds.

The Village shall only reimburse internet connection charges if the internet usage is necessary for Village business-related matters. Internet connection charges incurred for personal use shall be paid at the time of checkout from his or her personal funds.

Travel advances are a privilege and not intended to provide all costs in advance but limit the burden of traveling on the elected official, employee, or officer. The Village will provide travel advances when requested as it is a mutual benefit for the Village and the elected official, employee, or officer, for the following items:

1. Meals: Payment in advance for meal advances may be requested when travel will exceed two consecutive overnight stays. The amount shall equal number of days multiplied by the village standard per diem rate. Any amount of the per diem allowance which was not spent by the traveler shall be returned to the Village at the time receipts are submitted. Meals provided by a conference or seminar should be deducted from the per diem allowance.
2. Conference Registration: The Registration Fee shall be made payable to the vendor when supported by a complete copy of the conference brochure. The elected official, employee, or officer must receive prior approval from the employee's or officer's supervisor or the Village ~~President~~ Administrator for all conferences and seminars.
3. Lodging: The check for lodging shall be made payable to the vendor, or Direct Billing may be requested within a fifty (50) mile radius from the hotel. Lodging shall be at the standard single room rate. Lodging within a fifty-mile radius is not eligible for reimbursement. The Village will fairly reimburse employees in a timely and efficient manner for necessary and reasonable travel costs incurred while on official, authorized Village business. The Village expects the funds will be used with discretion and reserves the right to deny reimbursement for lavish expenses. A fraudulent request for reimbursement shall be grounds for termination. (See Appendix J)

B. Miscellaneous Expenses

The Village will reimburse employees for all necessary expenditures or losses incurred within the employee's scope of employment that are directly related to services performed for the Village. "Necessary expenditures" is defined as all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the Village.

Employees must submit all necessary reimbursement requests with appropriate supporting documentation within 30 days after incurring the expense. If supporting

documentation is nonexistent, missing, or lost, the employee shall submit a signed statement regarding any such receipts.

The Village will not reimburse employees for losses due to an employee's own negligence, normal wear, or losses due to theft unless the Village's negligence caused the theft.

9-10. Uniforms and Equipment

The Village Board may arrange for the provision of uniforms or establish reasonable uniform allowances, in lieu thereof, in cases where the wearing and maintenance of uniforms is appropriate for the good of the Village.

The Village Board may arrange for the provision of equipment or establish reasonable equipment allowances, in lieu thereof, in cases where such equipment or material is necessary to perform the primary duties of the respective occupation or provide safety protection for the employee from the work hazards incidental to the occupation.

(Law Enforcement Personnel refer to Lexipol Policy 1044 & 1046)

9-11. Employee Assistance Program

The Village recognizes that drug and alcohol abuse can be successfully treated and is committed to helping employees who suffer from these problems, while holding them responsible for their own recovery. The Village offers an Employee Assistance Program (EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral, and short-term counseling for employees and their dependents that need or request these services. If the EAP determines a referral to a treatment provider is necessary, the Village's insurance may cover a portion or all of the provider's costs. However, it is the employee's responsibility to ensure the treatment facility provides the Village with the necessary documentation to establish compliance with the employee's rehabilitation obligations.

SECTION 10 – HEALTH AND SAFETY

10-1. Responsibility for Safety

The Village is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees.

The Village will maintain safety and health practices consistent with the needs of our workers. Any suspected unsafe conditions and all injuries that occur on the job must be reported to your Department Head immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

It shall be the policy of the Village to provide a clean, safe, and business-like work environment for employees. Employees are expected to do their part for safety by observing all safety rules and regulations, keeping their work areas clean and organized, and by wearing all required safety equipment.

10-2. On the Job Injuries and Reporting

Employees injured during working hours shall report the injury immediately to their Department Head. Minor injuries may be treated with emergency first-aid kits which shall be kept by each department. Depending upon the seriousness of the emergency, the employee may be referred to the Village's occupational health facility or the nearest appropriate medical facility.

Time lost due to job related injuries will not be charged against earned sick leave, personal, or vacation time, provided the injury is reported within 24 hours and investigated to confirm the injury is eligible for Workers Compensation coverage.

During the period of disability, the injured employee shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this paragraph forfeits the continuing compensation from the Village from the time such employment begins and is subject to disciplinary action. Any salary compensation due the injured employee from Workers Compensation or any salary due them from any type of insurance which may be carried by the Village on behalf of the employee will be retained by the Village at the point other employment began. Any disabled employee receiving compensation under this provision shall not be entitled to any benefits for which they would qualify because of their disability under the provisions of the Illinois Pension Code as amended.

Employees shall report all accidents and injuries to their Department Head as soon as possible and no later than 24 hours following the incident. Failure to do so may be grounds for disciplinary action. An investigation of all accidents and injuries will be conducted by the Department Head and will be reported to the Deputy Clerk. In addition to these safety regulations, the Village requires employees and Department Head personnel to follow the guidelines established in each Department in regard to safety rules and procedures.

The Department Head will present a complete report of the accident to the Deputy Clerk within two (2) working days or within 48 hours of their notification.

To ensure an accurate gathering of the facts, the injured employee and/or any witnesses may be required to verbally, or in written form, state the facts to those individuals investigating the incident. Employees are required to fully cooperate with any investigation, but must be aware that facts obtained may be used in any disciplinary action taken later. Sworn police employees will follow appropriate Departmental rules/procedures.

An employee who intentionally misrepresents any injury or facts concerning an accident shall be subject to disciplinary action up to and including termination.

10-3. Vehicle Use and Reporting an Accident

All accidents involving Village owned and/or privately-owned vehicles being operated for Village use shall be reported as soon as possible and the employee's immediate Department Head shall be notified.

Post-Accident: Any employee who, while operating a Village-owned vehicle, is involved in a motor vehicle crash, shall complete a drug test as soon as practicable under the following circumstances: Employees will be tested if an accident occurs on Village time and results in an injury to anyone that requires outside medical attention, or substantial damage to property or equipment.

In accordance with any State and Federal laws, use of cellular phones and texting is strictly prohibited while operating a vehicle on Village business. Refer to SECTION 5-3 for cell phone and electronic devices usage.

10-4. Medical Disability/Workers Compensation

Village employees are covered under the Illinois Workers Compensation Act. The Act provides for medical care and replacement of wages if you sustain an injury arising out of and occurring in the course of the employee's employment with the Village. Non job-related illnesses or injuries, or illnesses or injuries not related to the performance of the employee's assigned duties are not covered under the Act.

A. Conditions:

1. Any work-related injury or illness (even if the employee is uncertain if the injury or illness is work-related but suspects it might be work-related) must immediately be reported directly to the Deputy Clerk if the Department Head cannot be reached directly.
2. Failure to immediately report an injury or illness may jeopardize the employee's eligibility for workers' compensation benefits.
3. Upon notification, the Village shall instruct the employee to report to an occupational health facility or physician for an examination or treatment. In the case of an emergency, the employee should go to the nearest hospital emergency room for treatment and then utilize an occupational health facility if additional treatment is necessary.
4. All medical evaluations by any licensed physician must be submitted to the Department Head for the duration of your period of leave.

5. The Village reserves the right to have the employee examined by a licensed physician of its own choice at any time during the period of leave. This examination will be at the Village's expense and the physician will submit the results to the Village. The employee is entitled to a copy of the results.
6. The Village may assign an injured employee to a modified duty assignment in accordance with the Village's Light Duty/Return to Work Program.
7. No employee shall be allowed to return to work without a statement from a physician approving the employee's return to work without restrictions, or with restrictions acceptable to the Village.
8. The Village reserves the right to reassign the employee to another position at the same pay and benefits the employee received at the time of the injury.
9. When an employee has been released by a licensed physician to return to work on a modified duty basis, the employee may periodically be requested to return for medical evaluations. For these doctor visits, the employee will be compensated at the employee's current rate of pay only for the period of time necessary for the visit, including reasonable transportation time. The Village reserves the right to verify the time of the visit. Time taken over and above that which is necessary will be charged to the employee's available sick, personal or other time off. If the employee does not have any available time, the employee will be compensated only to the extent required by law.

10-5. Light Duty/Return to Work

The Village may require an employee suffering from a work related injury to return to work in an available light duty assignment according to the following guidelines:

1. The Department Head, under the direction of the Village Board, shall make the determination, adjustment and termination of light duty assignments.
2. Employees receiving a disability pension are not eligible for light duty.
3. No on-duty employee will be moved from his or her regular job in order to create a light duty assignment.
4. If no light duty assignments are available, the employee may be placed on the appropriate leave until full duty is possible. In the event that an employee becomes disabled for an extended period of time (as governed by the applicable pension plan), that employee must file for a disability pension under the provisions of their pension plan (Contact an IMRF Representative).

5. Light duty is limited to no more than sixty (60) calendar days in length and will only be considered when the Village reasonably expects that the employee will be able to return to his or her position within a reasonable period of time.
6. While on light duty the employee will be paid his or her regular salary.
7. Light duty assignments need not be confined to the employee's home department. A review of Village departmental needs and the employee's capabilities may result in an assignment in any department of the Village.
8. Signed authorization from the injured employee's assigned workers compensation physician must be provided, as a condition to initially return to work and thereafter, on a bi-weekly basis detailing the employee's ability to return to full duty. No employee who has been limited in duty may return to full duty without written approval from the physician. The Village may request a second doctor's opinion.

10-6. Fire Prevention

Village employees should be familiar with the fire exits and the location of fire equipment in the work area. All hazardous conditions that might result in a fire should be reported immediately to a Department Head.

10-7. Driver's License Checks

Applicants – Following a conditional offer of employment, the Village will check motor vehicle records of any job applicant where driving is an essential job function. The driving record check will include review of any appropriate state records based on the employee's application and resume. If an applicant has a driving record that meets or exceeds the criteria listed under the Unacceptable Status, the applicant will not be hired.

Existing Employees – It is incumbent upon the employee to notify the Village of any change in status of their driver's license. The Village may check the motor vehicle records for all current employees on an annual basis. Any employee without a valid driver's license will not be allowed to operate a Village vehicle or drive on Village business. If driving is an essential job function and the employee cannot be reasonably accommodated, the employee will be terminated. If obtaining and maintaining a Commercial Driver's License is a requirement of the position held with the Village, the Village will reimburse the employee for the cost of obtaining said license (currently \$65.00) from the Illinois Secretary of State.

SECTION 11 – LEAVES OF ABSENCE

11-1. Vacation Leave

Vacation time is granted to allow Village employees to rest, relax and pursue special interests. Vacation time may also be used during an employee's own illness, to care for an ill child or for medical, legal or other personal business appointments which can only be scheduled during normal Village operating hours.

~~Full time employees begin to accrue~~will be granted vacation time immediately upon becoming a full-time employee. ~~Vacation time is accrued on a per pay period basis according to the following schedule. The amount of vacation time earned each pay period (accrual level) is determined by the length of full-time continuous service as a full-time employee of the Village.~~ An employee moves to the next ~~accrual level of Vacation time~~ on the anniversary date of their employment. ~~With Department Head approval an employee will be allowed to use vacation prior to accrual so long as the employee executes a written agreement specifying repayment terms in the event employment ends prior to the previously used vacation actually accruing. Any appeal of a Department Head denial of an employee's use of vacation prior to accrual must be appealed to the Village Board.~~

The accrual rate amount of vacation time for full time employees, other than police officers assigned to a 12-hour shift, is as follows, based on the fact that there are 26 pay periods per year over which the accrual time is calculated:

FULL TIME EMPLOYEES

Employees will receive 2 weeks (80 hours) of vacation time upfront upon their date of hire, and their vacation time will be replenished on their anniversary each year.

For full-time police officers working 12-hour shifts, their vacation time will be calculated based on their shift schedule. They will receive an equivalent of 2 Weeks (84 Hours) of vacation upfront upon their date of hire, with replenishment on their anniversary each year.

An employee may negotiate their starting amount vacation time at the date of hire with the village, with emphasis on prior relevant experience. Written approval is required by the village administrator.

The amount of vacation time received each year will follow the following schedule:

Vacation Scale for Regular Full-Time Employees (80 hours in 14 days)

- 0-1 Year of Service: 10 days (2 weeks)
- 2-5 Years of Service: 15 days (3 weeks)
- 6-10 Years of Service: 20 days (4 weeks)

- 11-15 Years of Service: 22 days
- 16-20 Years of Service: 24 days
- 20+ Years of Service: 25 days (5 weeks)

Vacation Scale for Police Officers (84 hours in 14 days)

- 0-1 Year of Service: 84 hours (2 weeks)
- 2-5 Years of Service: 126 hours (3 weeks)
- 6-10 Years of Service: 168 hours (4 weeks)
- 11-15 Years of Service: 184.8 hours
- 16-20 Years of Service: 201.6 hours
- 20+ Years of Service: 210 hours (5 weeks)

<u>Years Worked</u>	<u>Accrual Rate</u>	<u>Max. Annual Vac.</u>
Accrual		
Up to 2 years	1.54 hrs per pay period (.019250 hour per hour worked, with 80 hour maximum)	40 hours—1 week
3-7 years	3.08 hrs per pay period (.038500 hour per hour worked, with 80 hour maximum)	80 hours—2 weeks
8-13 years	4.62 hrs per pay period (.057750 hour per hour worked, with 80 hour maximum)	120 hours—3 weeks

14—19 years	6.15 hrs per pay period (.076875 hour per hour worked, with 80 hour maximum)	160 hours—4 weeks
20 years—on	7.69 hrs per pay period (.096125 hour per hour worked, with 80 hour maximum)	200 hours—5 weeks

The accrual rate for full-time police officers assigned to a 12-hour shift is as follows, based on the fact that there are 26 pay periods per year over which the accrual time is calculated:

~~FULL TIME POLICE OFFICERS WORKING 12 HOUR SHIFT~~

Years Worked	Accrual Rate	Max. Annual Vac.
Accrual		
Up to 2 years	1.61 hrs per pay period (.0191666 hour per hour worked, with 84 hour maximum)	42 hours—1 week
3-7 years	3.23 hrs per pay period (.03845238 hour per hour worked, with 84 hour maximum)	84 hours—2 weeks
8-13 years	4.84 hrs per pay period (.05761904 hour per hour worked, with 84 hour maximum)	126 hours—3 weeks
14—19 years	6.46 hrs per pay period (.07690476 hour per hour worked, with 84 hour maximum)	168 hours—4 weeks
20 years—on	8.07 hrs per pay period (.09607142 hour per hour worked, with 84 hour maximum)	210 hours—5 weeks

All part-time employees shall annually accrue vacation time and be eligible to use vacation after one year of service subject to the schedule set forth below.

For part time employees, In compliance with 820 ILCS 192/15, Paid leave under this Act shall accrue at the rate of one hour of paid leave for every 40 hours worked up to a minimum of 40 hours of paid leave or such greater amount if the employer provides more than 40 hours. In their first year of employment, an employees accrual rate will be 0.025 hour per hour worked, with a maximum annual vacation of 40 hours. After two full years of continuous service, part time employees will continue to follow the schedule below for vacation accrual:

PART TIME EMPLOYEES

Accrual	Years Worked	Accrual Rate	Max. Annual Vac.
	Up to 2 years	.019250 <u>0.025</u> hour per hour worked, (based on 60 hour maximum) for maximum 1.15 hours per pay period. <u>30 40</u> hours	
	3-7 years	.038500 hour per hour worked (based on 60 hour maximum) for maximum 2.31 hours per pay period	60 hours
	8-13 years	.057750 hour per hour worked (based on 60 hour maximum) for maximum 3.46 hours per pay period	90 hours
	14 - 19 years	.076875 hour per hour worked (based on 60 hour maximum) for maximum 4.61 hours per pay period	120 hours

20 years – on .096125 hour per hour 150 hours
 worked (based on 60
 hour maximum) for
 maximum 5.76 hours
 per pay period

DEPARTMENT HEAD VACATION

Department Head vacation time ~~and accrual rate~~ will be recommended by the Village Administrator, and determined by the Village Board at the time of hire. The minimum amount will be two weeks.

A. Utilizing Vacation Hours

A new employee may not use vacation until after completion of six (6) months of continuous service, unless Department Head approval is obtained and the procedure listed in Section 11.1 above is followed. Similarly, vacation hours may not be used by any other employee until they have been accrued unless Department Head approval is obtained as described hereinabove and the procedure listed in Section 11.1 hereinabove is followed. Employees will stop accruing vacation hours upon reaching a total of two hundred and forty (240) unused vacation hours which is equal to 6 weeks vacation based on a 40 hour work week per pay period. Full time non-exempt police officers assigned to a 12 hour shift will stop accruing vacation hours upon reaching a total of two hundred and fifty-two (252) unused vacation hours which is equal to 6 weeks vacation based on a police officer averaging a 42 hour work week per pay period since full-time non-exempt police officers work 48 hours one week of the pay period and 36 hours the other week of a given two-week pay period. Vacation time will cease to accrue once the maximum amount has been reached. The final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the Department Head or Village Administrator in order to ~~insure~~ensure the orderly performance of the services provided by the Village. However, except as provided otherwise by department rule, no more than one (1) employee may be off from each department at one time. If there is a conflict, the employee who requested the vacation time first shall have his or her request granted. If two or more employees submit their vacation request on the same day, then the employee with more seniority will have first priority. An employee who wishes to change scheduled vacation may be unable to do so with the approval of his Department Head or Village Administrator without at least two (2) weeks prior to the new vacation dates. A Department Head may cancel vacation in the event of an emergency operational need. Employee requests for vacation should be submitted to the appropriate Department Head in an amount of time in advance to be established by written policy by each department head. by February 15 of each year. A departmental vacation schedule is suggested to be submitted by the Department Head to the Deputy Clerk by March 1 of each year.

The maximum consecutive use of vacation leave is ten (10) work days unless the ~~Deputy Clerk~~Village Administrator or Department Head believes that work and staffing requirements will permit added usage.

Upon separation from service with the Village, all benefits cease and no longer accrue.

B. Payment for Vacation Hours

Regular full-time and part-time employees whose employment with the Village ends after they have completed twelve (12) months of employment, shall receive a lump sum check as compensation for any unused vacation time, at a prorated amount. The lump sum check shall be at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's last day of employment with the Village.

C. Requests for Exceptions to the Use and Compensation of Vacation Time

1. Employees may request an exception in writing to the Department Head.
2. Requests for exceptions are discouraged, however, may be granted in certain unusual circumstances.
3. The authorization of any exceptions to this policy is left entirely to the discretion of the Department Head or Village Administrator and can be denied for any reason.

11-2. Sick Leave

Subject to the terms of use below, a full-time employee may use paid sick leave for absences due to an illness, injury, parental leave, or medical appointment of the employee, employee's children and/or step-children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

- A. Eligibility: All full-time employees, probationary or regular, shall accrue sick leave at a rate of one (1) sick day (eight (8) hours for regular full time employees based on a 40 hour work week or 8.4 hours for full time non-exempt police officers assigned to a 12 hour shift based on an average 42 hour work week per pay period) per month of work completed. ~~Full time regular employees accrue sick days during their 90 day initial period of employment, but shall not be eligible to take sick leave until they successfully complete the 90 day period of employment. Any sick days taken during the initial 90-day period will be deemed without pay.~~ Part time employees are not eligible for sick leave.
- B. Carry-Over: An employee must work a minimum of one half (1/2) the normal work days per month to be credited with a sick leave day. Employees will accrue unused sick time and may carry that sick time over from year to year until the employee accumulates a maximum of two hundred and forty (240) days.

- C. Sick Leave Incentive: If an employee accumulates 240 days of sick leave and maintains the 240 day balance for a continuous 12 month period without using any sick leave, the employee shall receive 8 hrs. pay at the end of the 12-month period, except for non-exempt full-time police officers working a 12 hour shift who shall receive 8.4 hours pay at the end of the 12-month period. This incentive shall apply to subsequent continuous 12-month periods which begin with a 240 day balance and during which no sick leave days were used provided that the 12 month periods do not overlap.
- D. Unused Sick Leave at Separation: Employees shall not be paid for unused accrued sick leave upon separation from Village service. IMRF eligible employees may be entitled to convert their sick leave benefits to IMRF service credits pursuant to IMRF service rules.
- E. Sick Leave Notification: In the event that an employee is unable to work — due to illness, injury, medical appointment, parental leave, the employee must inform his/her Department Head prior to the start of the scheduled work day. Refer to Section 5-14 for proper communication. Failure to inform the Department Head each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of pay for the day or days involved and/or further disciplinary action. If the illness lasts three (3) or more days or if there is repeated occurrence of illness, the Department Head or Deputy Clerk Village Administrator shall require a medical certificate from the employee's attending physician.
- F. Abuse of Sick Leave: Proper utilization of sick leave should not interfere with the overall productivity of the department. Therefore, it is appropriate that corrective steps be taken if an employee abuses sick leave or has prolonged and/or frequent absences which interfere with department operations. Corrective steps may include; medical consultations, or informal or formal disciplinary warnings; in some cases, dismissal may be appropriate.
- G. Workman's Compensation: Sick leave is not applicable for absences due to work related injury for which compensation has been provided under Worker's Compensation Act.
- H. Sick Leave in Coordination with Paid Time Off: An employee who is absent the day immediately preceding or following paid time off (i.e. vacation, personal, holiday), shall only be able to use personal leave or vacation leave for the missed time. Sick leave may only be authorized if a clearly identifiable and documented injury or sickness has occurred. Employees must submit a doctor's note or other reasonable evidence in order to be granted sick leave.

11-3. Personal Leave

All regular full-time employees are eligible to utilize 16 hours accrued sick time per fiscal year for personal reasons other than illness. All police officers working 12-hour shifts are eligible to utilize 24 hours of accrued sick time per fiscal year for personal reasons other than illness. Notice of utilization of these personal days should be given two (2) weeks prior to the request, unless otherwise approved by the Department Head.

11-4. Holidays

The Village shall celebrate ~~the following~~ 10 holidays with pay for regular, full-time employees. The holiday schedule for the given year will be set by the Village Administrator; however, traditionally the following holidays have been provided by the Village:

- | | |
|------------------------|--|
| • New Year's Day | January 1 st |
| • Good Friday | According to calendar |
| • Memorial Day | Last Monday of May |
| • Independence Day | July 4 th |
| • Labor Day | September (first Monday) |
| • Thanksgiving Holiday | 4 th Thursday of November & the Friday that follows |
| • Christmas Eve | December 24 th |
| • Christmas Day | December 25 th |
| • New Year's Eve | December 31 st |

In the event a holiday falls on a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday.

Regular part time employees will be paid for hours normally worked if the holiday falls on a regularly scheduled work day. Temporary, seasonal, or intern employees who are hired for a specific purpose are not eligible for this benefit.

If any holiday mentioned above falls on a full-time employee's regularly scheduled day off, the employee shall be granted another day off.

When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited.

Non-sworn full-time employees not scheduled to work on any designated holiday but are called in to work on the holiday, shall receive the overtime rate of pay in addition to the holiday pay for actual hours worked.

When a police officer's regular workday falls on the actual day of a holiday, the police officer shall receive one and one-half (1 1/2) times the police officer's regular straight time hourly rate of pay for all hours worked in addition to the holiday pay, as provided above. When a police officer is called in from his/her regular day off on the actual day of a holiday,

the police officer shall be paid at an overtime rate of one and one half (1 ½) times their regular straight time hourly rate of pay for all hours worked in addition to holiday pay.

The holiday shall be defined as beginning twelve (12) midnight (00:00 hours) the day of the holiday and ending at 11:59 p.m. (23:59 hours) the same day.

11-5. Compensatory Time In Lieu Of Cash Overtime.

The Federal Fair Labor Standards Act, being 29 U.S.C. §§ 201 et seq., allows public employers to compensate non-exempt employees for hours worked in excess of 80 with compensatory time off ("comp time") in lieu of cash overtime compensation for Village Staff, and 84 hours for the Police Department. Such comp time must be credited at a rate not less than one and one-half hours for each hour of employment.

Exempt Salaried Employees may also be granted comp time at a rate of one to one on hours worked over 80 in a pay period. These employees must receive written permission from the department head or Village Administrator. Comp Time for salaried employees is only allowable for emergency or essential needs of the Village, including but not limited to Snow Plowing, Working a Special Event, Emergency/Storm Response. An exempt salaried employee is not eligible to receive comp time for hours worked in the normal day-to-day work, for the attendance at Village Meetings, etc.

Employees may only be compensated with comp time in lieu of cash overtime if the employee agrees, prior to performing the work in question, to be compensated with comp time instead of cash overtime. Employees may only accrue up to 80 hours of comp time, and no more than a combined 240 hours (252 hours for police officers) of comp time and vacation time.

Employees will be permitted to use their accrued comp time within a reasonable period after making a request so long as the use of the comp time does not unduly disrupt the operations of the employee's department. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than either the average regular rate received by the employee during the last three years of the employee's employment.

The ability to earn comp time in lieu of cash overtime may only be available to certain employees, job titles or assignments. Any questions or concerns regarding comp time should be directed to the employee's department head and/or the Village Administrator

There are restrictions on the accumulation of comp time, which include the following.

1. Comp time can not be accumulated in any pay period in which an employee also uses an already accumulated comp time.
2. Comp time can not be used in conjunction with holidays. Holiday hours cannot be compensated in comp time.
3. Comp time can not be used in conjunction with vacation or personal days.

11-6. ~~Funeral~~Bereavement Leave

All ~~regular full-time~~ employees who ~~has~~have a member of his/her immediate family pass away shall receive up to three (3) consecutive days off with pay as bereavement leave ~~to arrange and/or attend funeral activities~~. An additional day may be granted ~~by~~at the discretion of the Department Head for extended travel requirements.

“Immediate Family” shall be defined as a spouse, mother, father, mother-in-law, father-in-law, children (including pregnancy loss), sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step-parents, step-children, foster child, or foster parent, or any relative living in the same household with the employee.

If additional time is necessary, the employee has the option to use accrued benefit time. Time for attendance at a funeral for non-immediate family members and others may be granted utilizing accrued benefit time or time off without pay or made up within the same pay period.

While it is understood that the nature of bereavement leave can be unexpected, ~~t~~The employee is expected to provide as much notice as possible to their Department Head if they intend to take time off from work to attend the funeral or burial.

11-~~7~~6. Jury/Court Leave

Any regular full-time employee who is required to serve on a jury or as a result of official duties is required to appear before a court, legislative committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. Court payments for travel expenses are to be retained by the employee. A probationary employee called will have his/her probationary period extended by the same amount of time as required for serving on jury duty.

An employee who receives notice of jury duty or witness service must notify his/her Department Head immediately in order for arrangements to be made to cover the position. The Village reserves the right to request that an employee who is called for jury duty to be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.

All employees must provide written notice and a copy of a jury summons to his/her Department Head as promptly as possible before reporting for jury duty. Following jury duty, all employees must provide the Village with appropriate documentation evidencing the length of jury duty. Time away will not affect accrued time off.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless vacation or personal time is utilized.

11-87. Leave of Absence without Pay

The following guidelines provide an outline for requesting a leave of absence without pay:

- A. A regular, full-time, non-probationary employee may request a leave of absence for good cause by completing a Leave of Absence form (see Appendix G of this Manual). Good cause includes, but is not limited to, injuries which render the employee temporarily unable to perform his or her job, or other personal reasons. The request must be made in writing to the Department Head or ~~Deputy Clerk~~Village Administrator stating the reason(s) for the request, why the request should be granted, and the date when the leave is to commence and terminate. The determination of whether the reason for the request does in fact constitute good cause is solely at the determination of the Department Head.
- B. An initial request for a leave of absence must be for a period not to exceed thirty (30) working days. Upon the showing of good cause, such a request may be renewed subject to all of the requirements of the original request.
- C. Employees applying for a leave of absence must be aware that any position in the Village is subject to elimination. Absolute assurance of reinstatement, therefore, cannot be given. Reinstatement shall always depend upon the needs of the Village as determined by the Department Head in conjunction with the ~~Deputy Clerk~~Village Administrator.
- D. An employee, once granted a leave of absence, shall not be entitled to the accrual of benefits for the duration of the leave. An employee may choose to continue participation in the group health and/or life insurance plans at the expense of the employee.
- E. A regular employee returning from a leave of absence without pay will have his/her anniversary date extended by the same length of time the employee was on leave without pay.

11-98. Military Leave

The Village of Winnebago is proud to honor our employees and applicants who serve our country and thereby recognize and voluntarily follow the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Illinois Service Member Employment and Reemployment Rights Act (ISERRA). The Village will not discriminate against an applicant or an employee on the basis of past military service, current military obligations, or intent to serve.

This policy applies to persons who perform duty in the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services and the National Guard of any State or State Guard, whether active or reserve.

In order to receive a military service leave, employees must notify their supervisor of any upcoming military duty and provide the Village with a copy of the orders and any additional documentation as requested in order to facilitate the proper administration of leave, differential pay and benefits. In accordance with state and federal law, upon the completion of active duty, employees must request reinstatement on a timely basis after completion of service as required by law to resume employment with the Village.

Rules for reinstatement are:

- A. If the period of uniformed service is less than 31 days, an employee must report to the Village no later than the beginning of the first full regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight-hour rest period. If this is impossible or unreasonable, then as soon as possible thereafter.
- B. If the period of uniformed service is more than 30 days but less than 181 days, an employee must apply for reinstatement no later than 14 days after military service is completed.
- C. If the period of military service is greater than 180 days, an employee must apply for reemployment no later than 90 days after service is completed.
- D. For service-connected injury or illness, reporting and application deadlines will be extended for up to two years for those hospitalized or convalescing.

Any full-time employee who is a member of a reserve component of the Armed Services, including the Illinois National Guard, will receive leave during their annual training commitment ordered by the Armed Services. During this leave, generally for a period not to exceed 30 days, the employee shall continue to receive regular Village compensation and will continue to accrue benefits.

Any full-time employee who is a member of a reserve component on military leave for active service will be eligible for continuing differential pay as authorized by law:

- A. An employee who is a member of a reserve component and performs qualifying voluntary active service is eligible for up to 60 work days of differential compensation in a calendar year.
- B. An employee who is a member of a reserve component and is ordered to perform involuntary active service is eligible to receive additional differential compensation.

Differential compensation is only paid for those work days where the employee would otherwise have been scheduled to work as a Village employee. Work hours extending over two calendar days counts as two work days when calculating differential compensation.

Employees serving more than 30 days may elect to continue the Village's health care plan for up to 24 months. An employee who is a member of a reserve component can elect to have the employee's portion of the health insurance withheld from any differential pay. If the employee is not receiving payment from the Village, the employee will be required to submit the employee's portion of the premium in a timely manner. All other employees must make appropriate arrangements for payment of the full insurance premium. If the employee does not choose to continue the Village's health insurance during the leave, the employee shall be permitted immediate reinstatement into the group health plan when the employee returns from military service. For military service of less than 31 days, health care coverage will be provided as if the service member had remained employed.

For purposes of pension plan participation, vesting, and accrual of benefits, uniformed service will count as continuous service with the Village, provided employees meet any statutory requirements.

If necessary, during a military leave of absence, an employee will receive a performance evaluation in the manner provided by law.

Upon re-employment, an employee will be restored to his or her position having the same status and pay as determined by seniority. In addition, the employee will be deemed to be on leave of absence and is entitled to the non-seniority rights accorded other similarly-situated individuals on non-military leaves of absence.

11-109. Family Medical Leave of Absence (FMLA) Policy

A. FAMILY MEDICAL LEAVE

In accordance with the Family and Medical Leave Act, effective August 5, 1993, the Village of Winnebago will grant unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for the following reasons:

1. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
2. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
3. The employee's own serious health condition (work or non work-related) that makes the employee unable to perform the functions of his/her position.

Definitions:

1. "12-Month Period" - means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Spouse" - does not include unmarried domestic partners. If both spouses work for the Village of Winnebago, their total leave in any 12-month period may be limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.
3. "Child" - means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
4. "Serious Health Condition" - means an illness, injury, impairment or a physical or mental condition that involves:
 - a. In-patient care; or
 - b. Any period of incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; or
 - c. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
 - d. Prenatal care by a health care provider.
5. "Continuing Treatment" - means:
 - a. Two or more visits to a health care provider; or
 - b. Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or
 - c. A single visit to a health care provider that results in a regiment of continuing treatment; or
 - d. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

Coverage and Eligibility:

1. To be eligible for family/medical leave an employee must:
 - a. Have worked for the Village of Winnebago for at least 12 months; and
 - b. Have worked at least 1,250 hours over the previous 12-month period.

Intermittent or Reduced Leave:

1. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when “medically necessary.”
 - a. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
 - b. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
2. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the Village’s consent.
3. For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee’s normal workweek.

Substitution of Paid Sick and Vacation Time:

1. An employee will be required to substitute accrued paid vacation and personal leave for any part of a family/medical leave taken for any reason, except a work related serious health condition of the employee. An employee will be required to substitute accrued paid sick leave for family/medical leave for the employee’s own non-work related serious health condition.
2. When an employee has used accrued paid sick, personal and/or vacation time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.

Notice Requirement:

1. An employee is required to give 30 days' notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form (see attached) should be completed by the employee and returned to the employee's Department Head. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.
2. If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.
3. The Village may also place the employee on family/medical leave, without a request, if it has sufficient evidence of the employee's entitlement to such a leave.

Medical Certification:

1. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Physician or Practitioner Certification" form (see attached) and return the certification to the employee's Department Head. Medical certification must be provided by the employee within 15 days after requested, or as soon as is reasonably possible.
2. The Village of Winnebago may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.
3. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

Effect on Benefits:

1. An employee granted a leave under this policy will continue to be covered under the Village of Winnebago's group health insurance plan and life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
2. Employee contributions will be required either through payroll deduction or by direct payment to the Village of Winnebago. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.
3. If an employee's contribution is more than 30 days late, the Village of Winnebago may terminate the employee's insurance coverage.

4. If the Village of Winnebago pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
5. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the Village of Winnebago may seek reimbursement from the employee for the portion of the premiums paid by the Village on behalf of that employee (also known as the employer contribution) during the period of leave.
6. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

Job Protection:

1. If the employee returns to work within 12 weeks following a family/medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
2. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
3. If the employee fails to return within 12 weeks following a family/medical leave, the employee will be reinstated to his/her same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

Family/Medical Leave Forms to be submitted by the Employee:

1. Request for Family/Medical Leave
2. Physician or Practitioner Certification
3. Family Member/Serious Health Condition
Employee/Serious Health Condition

This policy is subject to change, addition, rescission or modification by the Village at any time and without prior notice.

Family Military Leave Act Policy:

The Village will provide employees who have worked for the Village for at least 12 months with unpaid Family Military Leave in accordance with state and federal law if an employee has also worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Pursuant to the Family Medical Leave Act ("FMLA"), an employee who is a spouse, parent or child of an individual who : a) is a member of a regular component of the Armed Forces deployed to a foreign country; or b) who is a member of a reserve component of the Armed Forces called or ordered to active duty and deployed to a foreign country under a call or order to active duty may be eligible for leave to attend to exigencies arising out of such active duty (" Non-Medical Family Military Leave") or to provide care for a servicemember ("Medical Family Military Leave").

Non-Medical Family Military Leave: An eligible employee may take up to twelve weeks of leave to attend to exigencies arising out of the fact that the spouse, or a son, daughter, or parent, of the employee has been deployed to a foreign country or has been called or ordered for such deployment. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, elder care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. An eligible employee who is the grandparent of an individual called to military service lasting longer than 30 days and who has exhausted all other paid leave may be eligible to take up to 30 days of unpaid leave consistent with state law.

If the employee's need for leave is foreseeable, the employee must give the Village at least 14 days prior written notice if the employee is requesting leave for 5 or more days. Where the need for leave is not foreseeable or where the employee needs to take fewer than 5 days of leave, the employee is expected to notify the Village of the need for time off as soon as the employee learns of such need, generally on the same day and in the same manner as reporting other absences from work. Such leave may be taken intermittently or on a reduced schedule.

The Village will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Employees will be required to use accrued vacation and personal time during Non-Medical Family Military Leave. To the extent this leave extends beyond all such accrued leave, the remainder of the leave will be unpaid. Also, Non-Medical Family Military Leave will be counted against the employee's annual twelve week FMLA allotment as measured on a rolling backward basis. An employee will not be entitled to more than twelve weeks of Non-Medical Family Military or FMLA leave, paid or unpaid. During an approved Non-Medical Family Military Leave, employees remain entitled to continue group health insurance as if the employee continued to be actively employed. When leave is unpaid, employees must arrange to pay their portion of the health insurance premium, as the

employee's health coverage may cease if the premium payment is more than 30 days late. Employees will be required to report on the employee's status and intent to return to work as established by the Village at the time of leave based on the facts and circumstances related to the employee's leave situation.

At the conclusion of Non-Medical Family Military Leave, an employee shall be restored to his or her same position with the Village or to an equivalent position. If the employee fails to return from leave, the employee may be required to reimburse the Village for the cost of the premiums it paid to continue the employee's health insurance during leave, unless the employee cannot return to work due to circumstances beyond his or her control.

Medical Family Military Leave: If eligible, an employee may take up to twenty-six (26) weeks to care for a spouse, parent, child or an individual for whom the employee is the nearest blood relative: a) who has a serious injury or illness that was incurred in or that existed prior to and was aggravated in the line of duty while on active military and that may render the servicemember medically unfit to perform the duties of his or her military position; or b) who is a veteran who undergoes medical treatment, recuperation or therapy for such a serious injury or illness during a 5-year period following discharge from duty. Such leave must be completed within 12 months from the first day Family Military Leave is taken. Such leave may be taken intermittently or on a reduced schedule subject to the employee providing appropriate notice of the need for leave and certification from the servicemember's health care provider.

If the employee's need for leave is foreseeable, the employee must give the Village at least 30 days prior written notice. Failure to provide such notice may result in a delay or denial of leave. Where the need for leave is not foreseeable, employees are expected to notify the Village of the need for time off as soon as the employee learns of such need, generally on the same day and in the same manner as reporting other absences. Such leave may be taken intermittently or on a reduced schedule.

The Village will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a delay or denial of leave. Employees will be required to report on the employee's status and intent to return to work as established by the Village at the time of leave based on the facts and circumstances related to the employee's leave situation.

Employees will be required to use accrued vacation, personal and eligible sick time during Medical Family Military Leave. To the extent this leave extends beyond all such accrued leave, the remainder of leave will be unpaid.

Medical Family Military Leave will be counted against an employee's annual twelve-week FMLA allotment. An employee may take leave for other qualifying reasons under the FMLA during the twelve-month window that the employee is eligible for Medical Family Military Leave; however, combined leave under the FMLA is limited in two key regards: 1) an employee may not take more than twelve weeks of leave for any other reason than Medical Family Military Leave; and 2) any Medical Family Military Leave that is taken

cannot exceed the difference between twenty-six weeks and the amount of leave taken within the employee's twelve-week allotment for other qualifying reasons. If a husband and wife both work for the Village and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

During an approved Medical Family Military Leave, employees remain entitled to continue group health insurance as if the employee continued to be actively employed. When leave is unpaid, the employee must arrange to pay his or her portion of the health insurance premium, as health coverage may cease if the employee's premium payment is more than 30 days late. At the conclusion of Medical Family Military Leave, the employee shall be restored to his or her same position with the Village or to an equivalent position. If the employee fails to return from leave, the employee may be required to reimburse the Village for the cost of the premiums it paid to continue health insurance during leave, unless the employee cannot return to work due to circumstances beyond the employee's control.

11-110. School Conference and Activity Leave

Pursuant to 820 ILCS 147, School Conference and Activity Leave Act, all regular, full and part-time employees, who are parents of school children from kindergarten through twelfth grade, are eligible to use up to eight (8) hours of unpaid time off per school year, per child, to attend necessary educational conferences or activities at their children's school, if the employee is unable to meet with educators because of a work conflict; or, if the activity cannot be scheduled during non-work hours. No more than four hours of school visit leave may be taken on the same day.

No school visitation leave may be taken by an employee unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee except sick leave and disability leave.

Before attending a school conference or activity, the employee must provide a written request for leave at least seven days in advance. In emergency situations, no more than 24 hours is required.

An employee who utilizes this leave may choose the opportunity to make up the time on a different day. An employee is not required to make up the time taken; but, if an employee does not make up the time, the employee will not be compensated for the leave. An employee who does make up the time will be paid the same rate as paid for normal working time. The Village will make a good faith effort to permit an employee to make up the time; but, if no reasonable opportunity exists, the employee will not be paid for the time.

The employee must submit a completed Illinois Department of Labor School Visitation Form, with the required school administrator's signature, to the Department Director following the school visit. Failure to submit the verification document within two days of the visit may subject the employee to discipline for an unexcused absence from work.

11-124. Employee Blood Donation Leave

Pursuant to 820 ILCS 149, Employee Blood Donation Leave Act, all regular, full time employees may be granted one hour or less of paid leave time every 56 days or more for the purpose of donating blood in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other national recognized standards.

Employees must submit a written request for leave with their Department Head in advance. Medical documentation of the proposed blood donation is required for approval. Documentation should be submitted by the employee to his/her Department Head with as much advance notification as possible. The medical documentation may consist of a written statement from the blood bank indicating that the employee has an appointment to donate blood.

An employee will not be required to use accumulated sick or vacation benefit time for the period used to donate or attempt to donate blood.

The employee must submit a written statement from the blood bank confirming that the employee kept their appointment and attempted to donate blood in order to be eligible for paid leave.

If the employee does not keep his or her appointment with the blood bank, the employee will not be compensated for the leave. The employee may choose the opportunity to make up the time at a different time or on a different day. An employee is not required to make up the time taken; but, if an employee does not make up the time, the employee will not be compensated for the leave. An employee who does make up the time will be paid at the same rate as paid for normal working time. The Village will make a good faith effort to permit an employee to make up the time; but, if no reasonable opportunity exists, the employee will not be paid for the leave. Failure to submit confirmation that the employee kept his or her appointment to donate blood, within two days of the appointment date, may subject the employee to discipline for an unexcused absence from work.

The one-hour period may be retained by the employee if the attempt to donate blood is unsuccessful, as determined by the blood bank.

Employees who feel they have been denied leave to donate blood in accordance with this policy may seek to remediate the dispute through the Deputy Clerk's office. For further information or clarification regarding Illinois' Employee Blood Donation Leave Act, contact the Deputy Clerk.

11-132. Victim's Economic Security and Safety Act ("VESSA")

The purpose of this policy is to inform employees of their rights under the Victims' Economic Security and Safety Act (the "Act"), 820 ILCS 180/1. Subject to certification

requirements outlined below, an employee shall be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period if that employee is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence.

A. Eligibility for Leave

1. seek medical attention for or recovering from physical or psychological injuries;
2. obtain services from a victim services organization;
3. obtain psychological or other counseling;
4. participate in safety planning, temporarily or permanently relocating, or taking other actions to increase safety from future domestic or sexual violence or insure economic security; and/or
5. seek legal assistance or remedies, including preparing for or participating in any civil or criminal proceeding related to or derived from domestic or sexual violence.

The leave may be taken intermittently or on a reduced work schedule.

B. Notice

The employee shall provide the ~~Deputy Clerk~~Village Administrator with at least forty-eight (48) hours advance notice of the employee's intention to take the leave, unless such notice is not practicable. The Village will not take any action against the employee if an unscheduled absence occurs provided the employee provides the proper certification set forth below as soon as is practicable.

C. Confidentiality

All information provided to the Village pursuant to this policy shall be retained in the strictest confidence by the Village, except for disclosure requested or consented to in writing by the employee or otherwise required by state or federal law.

D. Certification

Upon taking leave, the employee shall provide to the Village a sworn statement (Appendix H) and obtain one of the following documents:

1. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, County or Circuit Court, or a medical or other professional from whom assistance has been sought in addressing domestic or sexual violence and the effects of the violence;

2. A police or court record; or
3. Other corroborating evidence as determined sufficient by the Department Head.

E. Employee Benefits

Upon returning to work after taking leave enumerated under this policy, the employee shall be restored to the position held prior to taking leave or to an equivalent position. The employee shall retain any employment benefits accrued prior to the date on which leave commenced. However, nothing in this policy shall be construed to entitle any restored employee to have accrued any seniority or employment benefits during any period of leave or any right, benefit, or position of employment that the employee would not have received had they not taken leave. Additionally, the Village shall maintain coverage for the employee and family or household member under any group plan for the duration of such leave at the leave and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

In the event that the employee fails to return from leave under this policy after the period of leave to which the employee is entitled has expired and for reasons other than, the continuation, reoccurrence or onset of domestic or sexual violence, the Village may recover from the employee the premium that the Village paid for maintaining the level of coverage for the employee.

According to the provisions of the VESSA Act as amended, employees may use paid time off or unpaid time off for VESSA leave. Any paid time off used for VESSA Leave may not be counted toward the 12 week leave provision.

Nothing in this subsection shall be construed to prohibit the Village from requiring an employee on leave to report periodically to the Village.

11-143. Time off to Vote (10 ILCS 5/17-15)

Employees are encouraged to vote in national, state, and local elections. If voting within the time limits of an election is a problem due to working hours, employees are encouraged to consult with their immediate Department Head to make arrangements according to Illinois law.

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SECTION 1 – GOVERNING PRINCIPLES OF EMPLOYMENT

1-1. Equal Employment Opportunity

The Village is an equal opportunity employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, pregnancy, or any other characteristics protected by applicable Federal, State, or local laws. The Village is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

The Village will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of the Village.

If you wish to request such an accommodation, please contact the Village Administrator or his or her designee who serves as the ADA Coordinator. If you have questions or concerns about equal employment opportunities in the workplace, you are encouraged to bring these issues to the attention of the Village Administrator or his or her designee or Village President. The Village will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination.

The Village will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Village's operations.

1-2. Americans with Disabilities Act (ADA)

It is the intent of the Village to guarantee disabled persons equal employment opportunities and to participate in or enjoy the benefits of Village services, programs, or activities, and to allow disabled employees a bias free work environment. Employment practice (e.g. hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in a non-discriminatory manner. The Village, upon request, will provide reasonable accommodation in compliance with the Americans with Disabilities Act (ADA).

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. The Village has a commitment to ensure equal opportunities for disabled Village employees. Reasonable effort will be made to provide an accessible work

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environment including the use of auxiliary aids and services as requested by the employee as long as they can satisfactorily perform the essential job duties required of their position. Questions regarding accommodations should be directed to the Village's Village Administrator or his or her designee who serves as the ADA Coordinator.

1-3. Anti-Harassment

It is Village policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should follow the Village's policy for reporting harassment and/or discrimination allegations (see Section 1-5). Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in corrective action up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Village will not allow any form of retaliation against individuals who report unwelcome conduct of management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to corrective action, up to and including termination.

1-4. Policy Prohibiting Sexual Harassment

A. Prohibition on sexual harassment

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village to prohibit harassment of any person by any municipal official, municipal agent, municipal employee or municipal agency or office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees and municipal agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

B. Definition of sexual harassment

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This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- *Verbal:* sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- *Non-verbal:* suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- *Visual:* posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- *Physical:* touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- *Textual/Electronic:* "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

C. Procedure for reporting an allegation of sexual harassment

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An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate Department Head. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- *Contact with Department Head Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate Department Head of the person making the report, Village Administrator, or the Village President of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a Department Head or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

- *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility

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involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

D. Prohibition on retaliation for reporting sexual harassment allegations

No municipal official, municipal agency, municipal employee or municipal agency or office shall take any retaliatory action against any municipal employee due to a municipal employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a Department Head or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an

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administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – either are due within 300 days of the alleged retaliation.

E. Consequences of a violation of the prohibition on sexual harassment

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

F. Consequences for knowingly making a false report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act (5 ILCS 430/1 et. seq.) to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a

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Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 in total against any person who intentionally makes a false, frivolous or bad faith allegation.

1-5. Reporting Harassment and/or Discrimination Allegations

- A. If an employee feels that they have been the victim of harassment and/or discrimination, they must report the incident to the Village as soon as is practicable and in accordance with the procedures set forth herein. In addition, any employees who learn of or witness harassment or discrimination are strongly encouraged to report it pursuant to this policy.
1. If the alleged offender is the employee's co-worker, then the employee should report the incident to either their Department Head or the Village Administrator.
 2. If the alleged offender is the Department Head, the employee should report the incident directly to the Village Administrator.
 3. If the alleged offender is the Village Administrator, the employee should report the incident directly to the Village President.
 4. If the alleged offender is the Village President, the employee should report the incident directly to the Village Administrator or a member of the Village Board of Trustees.
 5. If the alleged offender is a member of the Village Board of Trustees, the employee should report the incident directly to the Village Administrator or Village President.
- B. The Village has a sample written complaint form (See Appendix D) available to employees who believe that they have been subjected to harassment and/or discrimination. Employees are encouraged to use the complaint form and submit it to the appropriate official above when reporting the incident, including any and all pertinent documents and facts. Use of this written complaint form is encouraged but is not mandatory.
- C. To facilitate a thorough and fair investigation of the alleged incident, it is strongly encouraged that all reports of harassment and/or discrimination be made as soon as practical, but preferably within seven (7) days.
1. Upon receipt, the Village official, or his/her designee, shall conduct an investigation to consider appropriate resolution alternatives based on the facts uncovered, and swiftly resolve the matter. The receiving official shall inform the complainant and accused of the progress of the investigation if it is not resolved within seven (7) days.

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2. All reports of harassment and/or discrimination shall be taken seriously and fully investigated. There can be no guarantee of complete confidentiality, but to the extent possible, the investigation and the identity of the parties and persons cooperating in the investigation will be kept in strict confidence with only those on a need to know basis involved.
 3. All parties involved will be expected to keep all comments and personal opinions confidential. Full cooperation from all parties involved is required during the investigation. Failure to fully cooperate with such investigation may subject the employee to disciplinary action, up to and including termination of employment.
 4. All persons accused of harassment and/or discrimination are considered innocent until proven otherwise.
- D. Within seven (7) days of initiating an investigation, the receiving official shall give notification to the Village Administrator unless the investigation involves the Village Administrator. Further, upon the completion of the investigation, the Village official shall prepare a written report of findings and recommend remedies and outcome to the Village Administrator unless the complaint involves the Village Administrator, in which case it shall be forwarded to the Village President. The Village Administrator or Village President shall notify the Corporate Authorities of the incident and the final outcome.
- E. Employees who are found guilty of harassment and/or discrimination shall be subject to corrective or disciplinary action up to and including termination depending on the circumstances. If upon the completion of an investigation, the alleged offender is found innocent or the allegations are unsubstantiated, then no record of the incident shall appear in their personnel file.
- F. The Village prohibits retaliation against any individual who reports or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, or participation in an investigation of a harassment claim, will be subject to disciplinary action up to and including termination.
- G. If the complainant is found to have been acting maliciously with the intention of intimidating or retaliating against the alleged offender, then the accuser may be subject to disciplinary action up to and including termination.

1-6. Genetic Information Non-Discrimination Act (GINA)

The Genetic Information Non-discrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as

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specifically allowed by this law. To comply with this law, we are asking that you do not provide any genetic information when responding to any requests for medical information. “Genetic information” as defined by GINA includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

1-7. Drug and Alcohol Free Workplace

SECTION 1-7.1.

- A. The use and misuse of alcohol and drugs by the Village of Winnebago’s employees is contrary to a drug free workforce and workplace. The use of these substances increases the potential for accidents, absenteeism, substandard performance, turnover, misconduct, poor employee morale, damage to property, injury to the public and/or other employees, or degradation of trust in the Village to service its citizens effectively. All employees working for the Village are expected to report fit for duty for scheduled work and to be able to perform assigned duties safely and acceptably without any limitations due to the use or after affects of cannabis, including medical cannabis, or other drugs, dangerous substances, or alcohol. Therefore, the following Alcohol and Substance Abuse Policy is adopted.

SECTION 1-7.2.

- A. All employees of the Village of Winnebago shall be governed by the principles of a drug free workforce and workplace, and
1. Shall not be under the influence or effects of alcohol, drugs or other dangerous substances while on duty, performing their assigned duties or while “on-call” for duty;
 2. Shall not use, distribute, sell, or possess illegal drugs and law enforcement officers shall not consume, possess, sell, purchase or deliver cannabis or cannabis infused substances off duty;
 3. Shall not use alcohol, drugs or other dangerous substances during working hours, during breaks or meal periods, when scheduled to return to work or when subject to being called to work;
 4. Shall not possess, store or transport alcohol or drugs while on Village premises, at Village work locations or in Village vehicles or equipment;

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5. Shall not sell, distribute, dispense or transfer alcohol, illegal drugs or prescription drugs and medications to any other employee or to any person while on duty, on-call or acting in an official capacity.
6. Shall inform the appropriate Department Head of any limitations as a result of drug use (prescription or over the counter) that may impact the performance of duty.

The prohibitions in this policy encompass, but are not limited to use of: narcotics (heroin, morphine, opioids, etc.), cannabis (marijuana, hashish), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, "designer drugs," etc.). This policy prohibits the possession or use of cannabis in the workplace or being under the influence of cannabis, including as a "qualifying patient" under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act during the work day or work activities. Compliance with this policy is a condition of employment.

An employee is considered to be under the influence of drugs if the employee has a confirmed positive test result for drug use or their metabolites pursuant to federal HHS-certified lab cutoff concentrations or has engaged in conduct evidencing apparent impairment. An employee shall be considered to be under the influence of alcohol if there is a concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood.

Nothing contained herein shall preclude an employee from consuming alcoholic beverages while in the performance of duty under proper and specific orders from a superior provided that the officer's ability to perform the assignment or function is not impaired.

- B. All employees are governed by these requirements and should be aware that violations will result in disciplinary action up to and including termination. Nothing in this policy shall be considered as limiting the Village's right to take administrative or disciplinary action, up to and including termination, for involvement with drugs or alcohol not specifically addressed in this policy.

SECTION 1-7.3. DRUG AND ALCOHOL TESTING

- A. Because, of the Village's concern for its obligation to provide a safe work place and to provide its citizens with the most efficient and effective services, it will test applicants and employees under the following circumstances:
 1. Pre-Employment: All applicants to whom an offer of employment has been extended shall be tested for alcohol and drugs. The offer of employment will be revoked for any applicant who tests positive for alcohol or drugs.
 2. Promotion to a Higher Classification: The Village will test any employee being promoted to a higher Classification. Any such employee who tests

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positive will become ineligible for the promotion and will be subject to disciplinary action, including termination.

3. Reasonable Suspicion: If the Village has reasonable suspicion that an employee has violated any provision of this policy pertaining to drugs, alcohol, or other dangerous substances, the employee shall be required to submit to testing. Reasonable suspicion is defined in the "Definitions" section of this policy.
4. Special Circumstances: An employee may also be tested for drugs, alcohol or other dangerous substances:
 - a. as part of a regularly scheduled physical examination;
 - b. when an officer has been involved in a major incident, such as a shooting, an injury to a citizen or co-worker, or a complaint alleging use of excessive force; or
 - c. when an officer is assigned to a departmental or outside drug enforcement group or when an employee is assigned primarily to drug enforcement responsibilities.
5. Post-Accidents: All employees who may have contributed to a work-related accident or injury are directly or indirectly involved in an accident or injury shall be tested. This applies to any accident whether it involves a vehicle or equipment resulting in substantial damage to personal property, or personal injury.
6. Random Drug Testing for CDL Employees: For those employees who utilize a Commercial Driver's License (CDL) during the course of their job performance, the minimum annual percentage rate for random drug testing shall be 50% of all CDL employees. Each CDL employee shall be identified by his/her respective employee identification number. The random selection shall be performed by the same drug testing facility as performs the test for non-CDL employees required to be tested under the provisions of 1-5 above. Under the selection process each CDL employee shall have an equal chance of being tested each time selections are made. However, if a CDL employee is included in another governmental Random Drug Testing pool, then such employee need not be placed in a Village pool; provided that the other governmental entity must report its results to the Village President or the Village President's designee of any Village CDL Employee that is randomly tested. If a CDL employee is in another governmental Random Drug Testing pool, said employee must notify the Village President in writing of the pool the employee is part of and the contact information of the person in charge of the pool.

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- B. Employees who violate the alcohol or drug regulations and who are permitted to remain employed must submit to unannounced follow-up tests after they return to work. In the first 12 months after returning, an employee must take at least six tests. Follow-up testing may be extended for up to 48 months following return to duty.

SECTION 1-7.4. TESTING PROCEDURES

- A. While the Village reserves the right to establish the procedures under which employees will be tested for alcohol and drugs, to the extent circumstances permit, the Village will observe the following:
1. Every effort will be made to respect the privacy and dignity of employees in the test sample collection process.
 2. Will use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has been or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) and insure that the laboratory/facility conforms to applicable SAMHSA standards. The name and address of the facility will be available to employees upon request.
 3. Ensure that the facility has established “chain of custody” procedures for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
 4. Positive drug test results are subject to a second confirmatory test of the same sample by gas chromatography (GCMS) or an equivalent scientifically accurate and accepted method that provides quantitative data about any detected drug or drug metabolites and Medical Review Officer review.
 5. The appropriate Department Head will receive drug and alcohol test results.
 6. Drug and alcohol test result will be filed in the employee’s medical file and will be treated as a confidential medical record. Supervisors or managers may be informed of drug testing results and/or employee’s participation in a substance abuse rehabilitation program as such information relates to the employee’s performance of work duties and/or reasonable accommodation issues.
 7. Provide each employee tested with a copy of all information and reports received in connection with the testing and the results.

SECTION 1-7.6. DISCIPLINE

- A. Positive Test Results: Where the employee tests positive on both the initial and confirmatory tests for drugs, alcohol or other dangerous substances, the

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employee shall be subject to disciplinary action up to and including discharge and/or be required to complete a drug/alcohol rehabilitative treatment program at the employee's expense, to the extent not covered by insurance. An employee who wishes to have a second test done at the testing facility or at a different testing facility may do so at his/her expense.

- B. Refusal to Provide a Blood, Breath, or urine Specimen: An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the Village shall constitute cause for disciplinary action, up to and including discharge of the employee. If the employee is physically unable to provide a urine specimen, the Village may request a blood specimen for Laboratory testing.
- C. Tampering With or Substitution of a Specimen: Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action up to and including discharge of the employee who engages in such activity.
- D. Drug-Related Conviction: The conviction of an employee for any offense involving illegal possession, sale, use or distribution of a drug shall constitute cause for disciplinary action up to and including discharge, whether or not such offense occurred during normal work hours. Such arrests and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest/conviction.
- E. Alcohol Related Offenses: The conviction of an employee for any alcohol related offense shall also constitute cause for discipline up to and including termination, whether such offense occurred during normal work hours. Such arrest and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest conviction.

SECTION 1-7.7. EMPLOYEE ASSISTANCE PROGRAM

- A. An employee may desire to come forward on a self-initiated basis to seek help for an alcohol or drug abuse problem and to resolve that problem voluntarily. Employees are encouraged to do so before they are found in violation of this policy. Employees voluntarily seeking assistance for a problem involving illegal drug use or alcohol abuse may avail themselves of this help once during the employee's tenure.
- B. The employee will not be subject to disciplinary action for voluntarily coming forward for help. However, the employee will not escape discipline by requesting such assistance after being requested to take an alcohol and/or drug test or violating Village policies and/or rules of conduct. Voluntary requests for help will be kept confidential to the extent practical.

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SECTION 1-7.8. SEARCHES

- A. In order to accomplish the goals of this policy, or for similar administrative purposes, the Village may search employees and inspect their personal property (i.e., locker, work area, vehicles parked on Village property (with reasonable suspicion) etc.), at the Village's discretion.
- B. All searches and inspections will be performed with appropriate regard and concern for the personal privacy of the employee to the extent practical without jeopardizing the investigation. Failure to submit to or cooperate in such a search may result in disciplinary action, including termination.
- C. The Village may, under certain circumstances, request the presence of a representative of the appropriate law enforcement agency when conducting a search or inspection.

SECTION 1-7.8. DEFINITIONS

- A. **Drugs:** A drug includes any controlled substance listed in the Illinois Controlled Substances Act or Cannabis Control Act, and substances listed in Schedules I through V of the Federal Controlled Substances Act, or any other intoxicating substance. It also include any drug which is not legally obtainable, and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages
- B. **Alcohol:** Includes any distilled spirits, wine, malt beverage or other intoxicating liquors.
- C. **Drug/Alcohol Test:** Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol or a drug or its metabolites.
- D. **Positive Test Result:**
 - 1. A blood or breath specimen provided by the employee measured an ethyl alcohol concentration of .02 or more; or
 - 2. Urine or blood specimen provided by the employee which detects any amount of a drug as specified by the screening test standards as outlined in this section.
- E. **Reasonable Suspicion:** Reasonable suspicion shall be defined as an articulate belief based on specific facts and reasonable inferences that the employee is under the influence of drugs or alcohol, is using drugs or alcohol, or is in possession of or selling drugs or alcohol. Circumstances which may constitute a basis for determining reasonable suspicion may include, but are not limited to:

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1. A pattern of abnormal or erratic behavior;
2. A noticeable change in work performance;
3. Direct observation of drug or alcohol use;
4. Presence of physical symptoms of drug or alcohol use (glassy or blood shot eyes, slurred speech, poor coordination or the odor of an alcoholic beverage on/or about the person or breath of the person).

1-8. Weapons Policy

Purpose:

The Village of Winnebago, (hereinafter referred to as "Village"), strives to maintain a safe workplace environment for its employees and visitors. Workplace safety is enhanced by adopting this "No-Weapons" Policy.

Applicability:

This Policy applies to (A) all officials, employees, consultants, agents, and others who work for or with the Village at all times while on or in the Village Property, whether on duty or off duty, except as provided for in EXCEPTIONS, and contractors and vendors, and their personnel, when engaged in work for or business with the Village ("Village Officials"); and (B) all clients, guests, and other persons who are not Village Officials. See the definitions of "Village Officials," "Village Property," and "Visitor" under DEFINITIONS.

Definitions:

"Village Officials" means all officials, employees, consultants, agents, and others who work for or with the Village at all times while on or in Village Property, whether on duty or off duty, and contractors and vendors, and their personnel, when engaged in work for or business with the Village.

"Village Property" means every building and property, or portion of a building or property, owned or leased by or otherwise under the control of, the Village. "Village Property" also means every Village-owned or leased vehicle.

"Tools" means devices commonly recognized as tools useful for Village purposes, when being used for Village purposes or kept in their usual storage location.

"Visitor" means every person other than a Village Official, as described in phrase (B) under APPLICABILITY.

"Weapon" means:

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- Knives, except that the following knives are not prohibited: common kitchen knives such as dinner knives, steak knives, and carving knives, but only in kitchen and break room areas; and (ii) common folding pocket knives with no blade longer than three (3") inches.
- Devices from which a projectile can be fired, but not including Tools as defined in this Policy.
- Electronic devices such as conducted electrical weapons, stun guns and Tasers.
- Firearms of all types and sizes, whether loaded or unloaded.
- Clubs and any other instrument or object that can be used in a club-like manner and the presence of which poses a reasonable risk to others, but not including Tools as defined in this Policy.
- Any device designed primarily for a destructive purpose, but not including Tools as defined in this Policy.

Weapons Prohibited:

- A. Village Officials. Except as provided under EXCEPTIONS, no Village Official may wear, carry, store, transport, or otherwise possess a Weapon at any time in or on Village Property or while performing any duties for or on behalf of the Village.

Examples of prohibited times and places include, but are not limited to, the following:

- performing work for the Village at any locations including private residences and commercial establishments and other customer or client locations;
- driving or riding as a passenger in a Village vehicle;
- attending trade shows, conferences, or training on behalf of the Village;
- attending Village directed or sponsored activities or events (intended for Village employees only and not the general public) independent of venue;
- riding any type of mass transit while on Village business;
- working off-site on behalf of the Village (excluding the employee's residence); and

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- performing emergency or on-call work for the Village after normal business hours and on weekends.
- B. Visitors. Except as provided under EXCEPTIONS, no Visitor may wear, carry, store, transport, or otherwise possess a Weapon in or on Village Property at any time (see Parking Lots below for further information).
- C. Use of Private Vehicle. No Village employee may use a privately-owned vehicle for Village business if that vehicle contains a firearm of any type or size, whether loaded or unloaded.

Exceptions:

- A. Police Officers and Other Designated Personnel. Village police officers and other Village employees who have been specifically designated or deputized may possess their work-authorized Weapons. Police officers or similarly sworn law enforcement officers from other departments or agencies may possess their work-authorized Weapons while engaged in official duties.
- B. Governmental. A state or federal governmental sworn law enforcement employee may possess his or her work-authorized Weapons if engaged in official duties and required by law or regulation to possess a Weapon.
- C. Parking Lots. A Village Official or Visitor may keep a Weapon in his or her personal vehicle properly parked and locked in a Village parking lot or parking area, so long as the Weapon is kept (1) in compliance with all applicable federal and State laws and regulations; (2) out of plain view; and (3) if a firearm, so long as the Village Official or Visitor is properly licensed and the firearm is unloaded and locked in a glove box, trunk, or other secured container. A Village Official or visitor may carry a concealed weapon in the immediate area surrounding his or her vehicle within the Village parking lot only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.

Inspections:

The Chief of Police or his or her designee may inspect or search any workplace area and any Village Property, at any time, for the presence of a Weapon.

Violations:

Any violation of this Policy by a Village Official will subject the Village Official to discipline, up to and including termination.

Any violation of this Policy by a Visitor will subject the Visitor to removal from Village Property, prohibition from returning to any Village Property, and arrest.

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Concealed-Carrying Prohibited:

All property controlled by the Village is a “prohibited area” under Section 65 of the Illinois Firearms Concealed Carry Act and thus, concealed carrying in or on any property controlled by the Village is not authorized by Illinois law. Accordingly, and in all events, concealed carrying is not an exception to this Policy (except as listed in Exceptions “A” and “B” above).

Responsibility:

All Village employees shall have the responsibility of familiarizing themselves with this Policy and adhering to it.

Any Village Official who sees or perceives a violation of this Policy must report that violation to his or her Department Head or, in an emergency, to the Police Department.

No person should take any action that will risk his or her safety or the safety of others. No person should attempt to restrain or forcibly evict an individual with a Weapon from Village premises. Instead, a person may inform that individual of this Policy and ask for compliance.

If that individual does not comply, then the person should contact the Police Department immediately.

1-9. Workplace Violence (Note: does not apply to Police Officers during the normal course of their field duties.)

The Village is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to the Village and personal property.

We specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Threats, threatening language or any other acts of aggression or violence made towards or by any Village employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Village premises.

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Employees are encouraged to dial 911 in the event of a dangerous situation and notify a Department Head who will also advise the Village Administrator immediately.

1-10. Confidential Information

Confidentiality is extremely important to maintain the public and community's trust. If your employment ends with the Village, your obligation to maintain confidentiality does not.

If you are questioned by anyone outside the Village and are concerned about the appropriateness of releasing certain confidential information, you should not answer their question and refer them to the Clerk or his or her designee . No one is permitted to remove or make copies of any confidential Village records, reports, or documents without prior approval from the Clerk, Deputy Clerk, Village Administrator and/or Village President.

Disclosure of confidential information could lead to corrective action, up to and including termination, as well as possible legal recourse.

1-11. Whistleblower Act

The Village strives to conduct its business with the utmost integrity and in strict accordance with all applicable federal, state, and local laws. Accordingly, employees are encouraged to immediately or as soon as practicable report any improper actions, including violations of Federal, State, or local laws, committed by Village employees or its officials to the Village Administrator and/or Village President.

The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination. Employees making good faith complaints or reports that are covered by this policy shall not be subjected to retaliation. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Village Administrator or his or her Department Head immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

The goal of this whistleblower policy is to keep the confidentiality of the employee and protect said employee against retaliation. Where possible, the confidentiality of the employee will be maintained unless the employee's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

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Improper actions are actions undertaken by an officer or employee in the performance of his or her official duties which include, but are not limited to, actions that:

1. are in violation of any federal, state, or local laws;
2. constitute an abuse of authority;
3. create a substantial and specific danger to the public health or safety of the Village, its residents, employees and guests; and
4. grossly waste public funds.

Improper actions do not include common personnel actions, such as the processing of grievances, decisions regarding hiring, promotion, firing, and other discipline, or alleged violations of labor (collective bargaining) agreements, employment contracts, or policies or procedures set forth in the Village's Personnel Policies Manual.

All reports of illegal and dishonest activities or of actions that may be in violation of this policy will be promptly submitted to the Village Administrator or Village President in order to allow for an investigation into the matter and to recommend and coordinate any corrective or disciplinary action that may be taken against persons violating this policy. All investigations into any conduct that has allegedly violated this policy shall be conducted in a timely manner and without unnecessary delay.

1-12. Abused and Neglected Child Reporting Act

The Village is committed to complying with the Abused and Neglected Child Reporting Act (325 ILCS 5/4). Pursuant to this Act, all employees are required to report or cause a report to be made to the child abuse Hotline number (1-800-25A-BUSE) whenever he or she has reasonable cause to believe or suspect that a child may be neglected or abused. Failure to report suspected abuse or neglect may result in criminal penalties under the Act and disciplinary action, up to and including termination.

Employees and, in certain instances, volunteers with expected patron contact, especially where said contact may be with a minor child, are required to sign the Acknowledgement of Mandated Reporter Status. The acknowledgement form will become part of your personnel file. For more information about mandated reporters under the Abused and Neglected Child Reporting Act, contact your Department Head.

1-13. Illinois Civil Union Act

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The Illinois Civil Union Act provides the same rights and responsibilities to Civil Union partners as spouses. A Civil Union may be legally entered into through a state licensing and certification process. Partners in Civil Unions and same-sex marriages legally established in another state will also be recognized in Illinois. By law, self-funded benefit plans must treat Civil Union partners the same as spouses offering medical, dental, vision, life, and disability plans (See Section 9 - Benefits).

Federal laws such as COBRA are not affected by the Illinois Civil Union Act. As a result, the Village is not required to extend Federal protections to Civil Union partners, including COBRA. Additionally, a Civil Union partner is not considered a tax dependent per the Internal Revenue Service. As a result, Civil Union partners under benefit programs will require the Village to impute the appropriate income into the employee's pay and apply withholding to the imputed amount if the employee does not claim the partner as a tax dependent.

1-14. Immigration Law Compliance

Federal law requires all employees to present documentation confirming their identity and eligibility to work in the United States. New employees and re-hires must complete the I-9 Employment Eligibility Verification Form no later than the first day of employment.

1-15. Political Activity Policy

A. In General—Village

It shall be declared policy of the Village to appoint or hire all employees without regard to political considerations.

B. In General—Employees

Village employees shall not engage in any prohibited political activities during working hours (other than vacation, personal, or compensatory time off) on municipal property, while performing their public duties, and shall not use municipal time, supplies, uniforms, or equipment in any prohibited political activity.

C. Prohibited Political Activity During Compensated Working Hours Defined

"Prohibited political activity during compensated (other than vacation, personal, or compensatory time off) working hours" means:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.

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2. Soliciting contributions, including, but not limited to, the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political rally, political demonstration, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office, or on behalf of a political organization for political purposes, or for or against any referendum question.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elected office or on behalf of a political organization for political purposes, or for or against any referendum questions.
6. Assisting at the polls on election day on behalf of any political organization or candidate for elective office, or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization, or for or against any referendum question, or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office, or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office, or for or against any referendum question.
13. Managing or working on a campaign for elective office, or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.

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15. Participating in any recount or challenge to the outcome of any election, except to the extent required by state law based on such employee's official position.

D. Prohibition Against Soliciting Village Employee Campaign Contributions

1. No Village employee shall ever directly or indirectly use or seek to use his authority for contributions from municipal employees for political campaign purposes.
2. Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Nothing in this section shall be construed to prevent Village employees from voting with complete freedom in any election.

E. Prohibition Against Misappropriation of Village Property for Political Campaigns, Activities, or Purposes

No Village employee shall intentionally misappropriate any Village property, supplies, or resources for the benefit of any campaign for elective office or any political organization, activity, or cause.

F. Prohibition Against Misappropriation or Abuse of Village Employee Services

At no time shall any Village Official, Department Head, or Village employee intentionally misappropriate or abuse the services of any Village employee by:

1. Requiring that Village employee to perform any prohibited political activity as part of that employee's Village duties, as a condition of Village employment, or during any time off that is compensated by the Village (such as vacation, personal, or compensatory time off).
2. Requiring that a Village employee at any time participate in any prohibited political activity in consideration for that Village employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.
3. Awarding a Village employee any additional compensation or benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the Village employee's participation in any prohibited political activity.

Nothing in this policy prohibits activities that are otherwise appropriate for a Village employee to engage in as a part of his or her official Village employment duties or

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activities that are undertaken by a Village employee on a voluntary basis as permitted by law.

G. Enforcement

Any violation of this policy must be reported to the Department Head, or Village President or designee. Violation of any provision of this section shall be deemed sufficient cause for suspension or dismissal from Village service.

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1.16 DIVERSITY, EQUITY AND INCLUSION POLICY

A. Statement of Policy

The Village of Winnebago is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion.

Our human capital is the most valuable asset we have. The collective sum of individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and community's achievements as well.

We embrace and encourage our employee's differences, in age, color, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and all other characteristics that make our employees unique.

The Village of Winnebago diversity initiatives are applicable, but not limited, to our practices and policies on: recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- respectful communication and cooperation between all employees;
- teamwork and employee participation, permitting the representation of all groups and employee perspectives; and,
- employer and employee contributions to the community we serve to promote a greater understanding and respect for diversity.

B. Standards on Diversity, Equity and Inclusion for Employees

All employees of the Village of Winnebago have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other Village-sponsored and participative events. All employees are also required to complete diversity awareness training to enhance their knowledge to fulfill this responsibility.

C. Consequences of Violation of the Policy on Diversity, Equity and Inclusion

Any employee found to have exhibited any inappropriate conduct or behavior against others such that violates this policy may be subject to disciplinary action.

D. Reporting Violations of the Diversity, Equity and Inclusion Policy

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Employees who believe they have been subjected to any kind of discrimination that conflicts with this Policy or its supported initiatives should seek assistance from a supervisor or a human resources representative, in accordance with the personnel guidelines.

Section 2 – EMPLOYMENT PRACTICES

2-1. Residency

Village employees shall not be required to be a resident of the Village. However, sworn officers and employees deemed vital to the operation of the Village shall reside within a thirty (30) mile radius of Village Hall while employed by the Village. New hires shall be given six months from date of hire to obtain residency unless waived by the Corporate Authorities. Employees employed prior to the adoption of this policy shall be excluded from enforcement of residency requirements.

2-2. Hiring Process

- A. The Village Administrator will administer and coordinate the hiring process for all vacancies for positions as approved by the Village President and Board of Trustees usually in the form of approval of the annual appropriation/budget. (Law Enforcement Personnel see Lexipol Policy 1000).
- B. The Village Administrator, with the assistance of the Department Head of the department where the vacancy exists, shall recruit for approved positions. All openings are to be posted on approved Village bulletin boards, on electronic job boards, the Village's web site, and professional journals as deemed appropriate.
- C. If there is a vacancy in a full or part-time position which the Village decides to fill, then a notice of such vacancy will be posted on a bulletin board at the Village Hall for at least five (5) calendar days. During the posting period, the Village may temporarily fill the position. Any employee interested in applying for the vacancy must file a statement of interest in the vacant position with the Village Administrator. Even though a job opening has been posted, the Village retains the final right to determine whether or not the opening should be filled, and by whom.
- D. All applicants for Village employment shall complete and sign an application for employment. The applicant will be asked to supply complete information relating to past employment, education, experience, training, references, and other qualifications where applicable. An applicant or employee shall be considered only on the basis of their qualifications as required by the position they seek or hold relative to experience, training, physical fitness, abilities, skills, knowledge, and their personal character and integrity.

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- E. Reference, criminal background, and credit checks shall be conducted regarding any position which the Village Board deems necessary and shall be conducted according to appropriate State and Village regulations. A written record summarizing such reviews shall be retained in the employee's personnel file.
- F. The Village of Winnebago reserves the right to require a medical examination and/or drug screening as a condition of employment. Such examination will be conducted after a conditional offer of employment is made, but before the employee starts work.
- G. Applicants must provide evidence of identity and employment eligibility. New employees will be advised as to the proper documents which must be provided to the Village.

2-3. Employee Orientation

A new employee shall receive an orientation by appropriate Administration staff and their respective department. Orientations shall consist of an overview of the Village organization, rules, regulations, benefits, job description, and general procedures. Department Heads or their designees are responsible for orienting new employees to departmental guidelines and procedures specific or unique to their department.

2-4. Probationary Period

An employee is considered a probationary employee for the initial six-month period, (twelve-month period for Police Officers), of employment, or when promoted to a higher classification. During this period, both the Village and the employee have an opportunity to see if the common goals of the employment are mutually acceptable.

During the probationary period, the employee also has an opportunity to demonstrate proper attitude and abilities for the position for which employed. Also, during this time, the new employee will be provided with training and guidance from the Department Head. The new employee may be discharged at any time during this period if the Department Head concludes that the new employee is not progressing or performing satisfactorily. Additionally, as is true at all times during an employee's employment with the Village, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice. Further, the Village Board or Village Administrator, at the recommendation of the department head may impose up to an additional 90 days to re-evaluate the employee if the initial probationary period did not provide sufficient time for an objective evaluation.

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At the end of the probationary period, the Department Head will conduct an employee evaluation. Provided the employee's job performance is satisfactory at the end of the probationary period, the employee will continue in the Village's employment as an at-will employee and may be eligible for a salary adjustment.

The date on which an employee is appointed by the Village Board shall govern in determining personal leave and/or vacation benefits, unless otherwise expressly provided in the appointment.

2-5. Oath of Office

- A. The Village Administrator, Deputy Clerk and Treasurer are required to sign an Oath of Office, which will be administered by the Village Clerk or his or her designee.
- B. All Police Officers will be sworn in by the Village Clerk and are required to take Oaths of Office.

2-6. Employee Classifications

The Village establishes the following guidelines and definitions for types of employment and for entitlement to benefits.

- A. Full-Time, Regular: An employee, who has successfully completed their probationary period, is assigned to a position and works a schedule which equates to a regular 40 hour work week.
- B. Part-Time, Regular: An employee, who has successfully completed the probationary period, is assigned to a position and works a shift schedule less than 40 hours per week.
- C. Seasonal Employee: An employee whose work assignment is limited in duration to less than two consecutive quarters during a calendar year. Seasonal employees are employed for a specific function, part-time or full-time and for a temporary or limited period of time. All seasonal employees are provided with an acknowledgement form (Appendix E) and an offer letter regarding his/her seasonal employment with the Village.
- D. Interns: The Village supports the concept of employing students in positions relating to course work. An internship program should be mutually beneficial to both student and the Village. All intern positions that receive a stipend or wage must have been approved in the annual pay plan. Interns applying with the Village must follow the same employment procedures as employees except for the job posting requirements. Interns will be instructed as to expected length of internship, projects to be worked on, and be given a general new employee orientation by their respective

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department. Interns are expected to comply with the applicable rules and regulations contained in this Manual. In most cases, an internship will continue for one (1) semester.

- E. Temporary: An employee who, by agreement, works for the Village for a period of not more than a hundred and eighty (180) days without Village Board approval in any one fiscal year. In the event a temporary employee is needed for a period of more than ninety days, the Village Board has authority to extend the ninety-day period up to one additional ninety-day period. Any length of time longer than outlined above requires Village Board approval.
- F. Exempt Employee: An employee who works in a position that has been determined as “exempt” under the Fair Labor Standards Act (FLSA) and is not eligible for overtime pay for hours worked over 40 in a week.
- G. Non-Exempt Employee: An employee who works in a position that has been determined as “non-exempt” under the FLSA and is eligible for overtime pay for hours worked over 40 in a week.

2-7. Employee Identification Cards

Employees shall adhere to the following guidelines regarding identification cards:

- A. It is the policy of the Village to issue employee identification cards to all full-time and part-time employees. Cards may also be issued to other employees who may require Village identification while performing work for the Village. The card will display the employee name, department and a photo.
- B. The card should be carried at all times when an employee is acting in an official capacity. The card shall be used as identification if requested by a member of the public.
- C. Unauthorized or inappropriate use of the employee identification card is prohibited and may result in disciplinary action, up to and including termination of employment.
- D. The Police Department may issue their own department identification card in lieu of the Village identification card.
- E. The Deputy Clerk is responsible for the preparation of the identification card. Each employee is responsible for possession of their identification card and should take care to protect it from loss, theft or misuse.

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- F. Should a card be lost, damaged or destroyed, it should be immediately reported to your Department Head. All requests for re-issuance of employee identification cards shall be made by the employee to the Village Office.
- G. All identification cards remain the property of the Village and shall be returned to the Deputy Clerk upon termination of employment or by special request by the employee's Department Head or the Village President.

2-8. Hours of Work

The Department head with approval from the Village Administrator will establish routine hours of work based on whether employees work in the office, field or in other departments except as otherwise provided by a labor agreement or a written contract of employment:

Generally, the work hours provide one paid 30 minute lunch period and one 15 minute a.m. paid break and one 15 minute p.m. paid break. The lunch period should be taken as close to the standard lunch hour as possible but recommended between the hours of 11am and 1pm. Lunch periods are scheduled and may be staggered to allow for continuous staffing of Village Hall with at least two people. Rest and lunch periods are determined by the operational requirements of each department. Such periods shall be scheduled by each department in order to be consistent with department operations and in accordance with applicable state and federal wage and hour laws. (Law Enforcement Personnel refer to Lexipol Policy 1033).

Police personnel working on a shift basis will follow the working hour guidelines set forth in their respective departmental regulations.

Attendance records will be managed by each department and maintained by the Village Clerk or his or her designee. Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of probationary periods, and continued employment with the Village. Frequent tardiness or other attendance irregularities including unexcused absences from work shall be cause for disciplinary action, up to and including termination of employment.

2-9. Call Back Policy – Not Applicable to Police Department Employees or Public Works Department Employees

The provisions of this policy apply to all non-exempt full-time employees, excluding seasonal and Public Works employees, and Police Department employees, of the Village in order to define and delineate circumstances when an employee is called back to the workplace to respond to an alarm or other emergency. Village employees may be called back to the workplace to respond to an alarm or other emergency at the request of their immediate Department Head or the Village Administrator. Any non-exempt full-time, non-seasonal employee of the Village,

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who is called back to the workplace, after having left work, shall receive a minimum of one hour of pay. Call back hours worked in excess of an employee's regularly scheduled hours for that week shall be compensated at the applicable rate subject to the Village's overtime policy as outlined in Section 8-4.

If the call back exceeds one hour, the employee will be paid for the actual hours worked. Travel time to and from the workplace will not be included in determining hours of work. Compensation will not be paid more than once for the same hours. The one hour minimum shall not apply to pre-scheduled call back/overtime.

2-10. Call Back/On-Call Policy – Public Works Department

A. Callback and Weekend Rounds

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

"Weekend rounds" is defined as pre-scheduled hours on Saturday and Sunday. Weekend rounds will be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, if the employee does not use more than eight (8) hours of sick leave during the applicable payroll week (unless those days and hours become part of the regular 40-hour work week).

B. On Call

The Employer shall make on-call assignments as follows:

1. One employee shall be scheduled to be on-call from 8:00 am on Monday until 7:59 am the following Monday (one week). Each employee shall be inserted into the on-call schedule by seniority and the schedule will rotate after that.
2. On-call employees shall be compensated \$100.00 for each week they are in on-call status and employees may switch their on-call status with another qualified employee, on a daily basis, with Supervisor approval.
3. If an on-call assignment falls on a recognized holiday, that employee shall receive an additional \$30.00 for each holiday he is on-call.
4. On-call employees must remain sober (as defined by CDL requirements), be readily available to work and provide a primary telephone number at which they may be contacted. Under normal conditions, an employee must be able to reach his reporting location within a reasonable period of time after being notified of the need to respond to the call-out.

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2-11. Call Back and Court Time Policy – Police Department

A. Call Back

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

B. Court Time

If an employee is required by the Village to appear in court outside his regular hours of work and in the performance of his official duties (on a matter in which the officer has no personal interest), he shall be paid for all hours actually worked or a minimum of two (2) hours of pay, whichever is greater, at time and one-half his regular hourly rate of pay. The two (2) hour minimum shall not apply to court time which is continuous with the employee's regular hours of work or where the payment overlaps with regular or overtime pay.

2-12. Officer In Charge – Police Department

The Chief or his designee will assign an employee to be the Officer in Charge (O.I.C.) in the absence from duty of an assigned supervisor. The O.I.C. shall receive an additional \$1.00 per hour to be paid on an hour for hour basis for each hour worked as O.I.C. Nothing in this Section shall be interpreted as requiring the Chief of Police to designate an O.I.C. or to have one actively present on shift regardless of the absence from duty of an assigned duty supervisor.

2-13. Nepotism

Policy:

The employment of relatives of present employees is not encouraged. However, the Village of Winnebago reserves the right to take any and all actions deemed to be in the best interest of the organization in any given case. To ensure that no favoritism is shown, it is the policy of the Village that relatives will not be allowed to directly report to each other. In addition, favoritism will not be applied to relatives in filling of vacancies, granting promotions, or recommendations for performance increases or other pay increases.

Procedures:

Persons who are relatives of current employees will not be employed when they would be subject to the supervision of a member of their family or the member of

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the family would play a significant role in making decisions concerning their direct benefit. In addition, favoritism will not be applied to relatives in filling of vacancies, granting promotions, recommendations for performance increases, or other pay increases.

2-14. Re-Hire Policy

An employee who resigns in good standing may be eligible for re-hire at a future time provided an opening is available and their qualifications for that position are satisfactory. Persons interested in being re-hired should file an employment application with the Village Office. The individual's application will proceed through the regular hiring process with other applicants.

Any employee who is re-hired by the Village shall start as a new employee in all aspects related to compensation and benefits unless otherwise agreed in writing and approved by the Village Board.

All individuals re-hired by the Village must complete a new probationary period.

2-15. Outside Employment

No employee shall be employed by an employer other than the Village, contract for or accept anything of value in return for services, nor be self-employed for remuneration, that constitute a conflict of interest, may be infringing upon an employee's ability to perform their assigned duties for the Village, or is being performed during hours that employee is working for, and being paid by, the village.

If a Police Officer is to seek outside employment in a similar law enforcement or security capacity, they must receive prior written approval of the Department Head, if the employee is the Department Head, written approval must be authorized by the Village Administrator (See Appendix F) (Law Enforcement Personnel see Lexipol Policy 1039). The officer must complete, and seek authorization from the outside employer, to complete the "Indemnity And Hold Harmless Agreement From Outside Employer for Village Of Winnebago Police Officer. (Law Enforcement Personnel see Lexipol Policy 1039) An officer's request for such approval shall not be arbitrarily denied.

Prior to working an assigned shift employees must have a continuous eight (8) hour rest period from outside employment.

Police Officers engaged in outside employment who are placed on disability leave or modified/light-duty, shall inform the Supervisor, in writing within five (5) days whether or not they intend to continue to engage in such outside employment while on such leave, or light-duty status. The Chief of Police shall review the duties of the outside employment, along with any related doctor's orders, and make a

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recommendation to the Village Administrator whether such outside employment should continue. In the event the Chief of Police, in coordination with the Village Administrator, determines that the outside employment should be discontinued, or if the officer fails to promptly notify his/her Supervisor of his/her intentions regarding his/her work permit, a notice of revocation of the officer's permit will be forwarded to the involved officer, and a copy attached to the original work permit. Criteria for revoking the outside employment permit include, but are not limited to, the following:

- A. The outside employment is medically detrimental to the total recovery of the disabled officer, as indicated by the Village's professional medical advisors.
- B. The outside employment performed requires the same, or similar, physical ability, as would be required of an on-duty officer.
- C. The officer's failure to make timely notice of their intentions to the Supervisor.

When the disabled officer returns to full duty with the Winnebago Police Department, a request (in writing) may be made to the Chief of Police to restore the permit.

If outside employment, including self-employment, has previously been approved or permitted by the Village, and if it later appears that such outside employment may constitute a conflict of interest, may be infringing upon an employee's ability to perform their assigned duties for the Village, or is being performed during hours that employee is working for, and being paid by, the village, then the Village reserves the right to require an employee to discontinue such outside employment, including self-employment, as a condition of continued employment by the Village.

2-16. Closing of Village Facilities

The Village President and/or Village Administrator has the ability to temporarily close or modify the hours of operation of any village facility. Should the Village President or Village Administrator determine that, due to inclement weather or other safety related reason, it is in the best interest of the village, its employees, or the general public to temporarily close or modify the hours of operation of certain village facilities and departments, employees will be provided as much notice as practical. Employees will be required to use accrued benefit time to cover the hours not worked, make arrangements with their supervisor to make up the time missed, or to take the time as unpaid. In no case will sick time be allowed unless otherwise appropriate under the Sick Leave section of this manual. Essential employees (those necessary to respond in the event of an emergency - Police and Public Works or any personnel who may be required to assist in an emergency)

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are not subject to this policy and will need to report to work even in the event Village Hall is closed.

2-17. Employee Performance Evaluations

A. In General

In an effort to document employee performance on an annual basis, an evaluation will be made of all regular Village employees, full-time and part-time. The Village Administrator shall evaluate and prepare reports on the performance of the respective Department Heads, and all supervisors shall evaluate and prepare reports on all full and part-time direct reports. The Village President shall evaluate and prepare a report on the performance of the Village Administrator. All evaluations shall be completed on the standard forms provided by the Village.

Periodic evaluations are critical to create a formal record of an employee's performance over time and establish a foundation for personnel actions such as promotion and termination. The completed evaluation becomes part of an employee's permanent record.

Each year employees are asked to establish goals and objectives. The evaluation is a tool to measure the progress made by the individual during the past review period and to encourage his/her self-improvement. The evaluation will also record additional duties performed, educational courses completed, extraordinary skills or abilities as well as a plan to correct any weak points. Department Heads should review future training needs and career planning. The reviewer should also encourage the employee to make suggestions about how the department can improve. The reviewer should ask employees for feedback regarding the employee's skills as they relate to communication, team building, delegation, and sensitivity to needs of subordinates. Open communication is the key to improvement.

B. Schedule for Reviews

In addition to day-to-day feedback to the employee, a performance evaluation is conducted for all regular employees annually.

After completing the evaluation, the supervisor or Department Head will review the results with the employee. Each employee shall sign the evaluation report that is prepared by the supervisor or Department Head indicating that it has been reviewed with the employee. Signature does not necessarily imply agreement.

Before submitting the completed evaluation to the Deputy Clerk for filing in the employee's official personnel file, the Village Administrator will review all evaluations for consistency in evaluation process for all employees.

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The form(s) with the signed acknowledgement are to be placed in the employee's official personnel file, and a copy will be given to the employee

An employee may request a conference with the Village Administrator regarding the evaluation of his/her performance.

C. Evaluations During Initial Employment Period

During the initial employment period the supervisor will prepare written evaluations of the employee. For a six-month probationary period, at least one written evaluation of the employee will be performed. For a one-year probationary period at least two written evaluations of the employee will be performed.

SECTION 3 – EMPLOYEE SEPARATION

3-1. Types of Separation

Employee separation is an inevitable part of organizational life. The following definitions and procedures are instituted in order to minimize the disruption of turnover on all concerned parties.

- A. Service Retirement: is a voluntary separation after having satisfied the age and length of employment requirements of: IMRF, Police/Fire Pension or another pension system, with the employee applying for retirement.
- B. Disability Retirement: is a voluntary separation necessitated by an injury or illness which renders the employee incapable of performing the essential job duties of their position. A request for disability retirement is initiated by receipt of a written request from the employee to his/her Department Head indicating the date of separation. Supporting documentation shall include a ruling by the Illinois Worker's Compensation Commission verifying the disability and approving the retirement, and any other documentation required by the Deputy Clerk's Office.
- C. Employee-Initiated Resignation: is a voluntary separation given by the worker for any reason other than retirement. A resignation letter is expected with information that includes the person's reason for leaving and the proposed last day of employment. Please provide the customary Two-Week Notice period before the person's actual last day of work. Department Heads are requested to provide four weeks' notice in order to provide sufficient time to make departmental specific plans during the vacancy and provide for a smooth transition in departmental leadership. Two weeks' notice is understood to mean that the resigning employee will work during this time to aid in the transition of duties to another. If for any reason the Village Administrator or Department Head feels the worker is not contributing positively to the workplace, the two (2) week period may be cut short and the person's resignation will be accepted immediately.

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- D. Discharge: is an involuntary termination of an employee which is initiated by the Village.
- E. Reduction in Force (RIF) or Layoff: is the discharge of an employee(s) by the Village for lack of work, lack of funds, other working condition changes or restructuring as determined by the Village. The Village will normally consider departmental service reductions and/or skill and ability when deciding which employees to lay off. The Village shall provide employees with at least two (2) weeks advance notification prior to layoff.

Non-probationary employees, who are laid off pursuant to the above paragraph, shall be placed on a recall list for a maximum period of one year following the date of layoff.

- F. Recall: If an employee is qualified for an open position in another Village Department that is not being affected by the downsizing, the employee may be considered for transfer provided the employee possesses the minimum qualifications for the position and maintained a satisfactory performance history prior to the layoff. In applying this provision, if multiple employees are affected, and where qualifications, experience and performance are equal, longevity shall govern.

Laid off workers must provide the Village their current contact information and inform the Deputy Clerk's office of any changes. If the Village is unable to contact a laid off employee within seven (7) calendar days, the Village's obligation to recall the employee shall cease. The Village shall have no obligation to recall an employee after continuous layoff for a period which exceeds one (1) year. Should an employee not return to work when recalled, their employment will be terminated and the Village shall have no further obligation to recall him/her.

3-2. Exit Interview

To the extent possible, the Department Head or Village Clerk will conduct an exit interview with separated employees on the employee's last day of work. Terminating employees are expected to return uniforms, specific department issuances, ID cards and/or other Village issued property.

3-3. Final Pay and Benefit Issues

An employee shall receive pay for work performed through their separation date reduced by any prior, authorized deductions. Any other payments they have earned in accordance with these policies and applicable employment laws will be paid in the pay period on which the separation date falls.

3-4. Consolidated Omnibus Budget Reconciliation Act (COBRA)

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Federal law (COBRA) gives employees and their qualified beneficiaries the opportunity to continue their existing health insurance coverage under the Village's health plan for a period of time after the occurrence of a "qualifying event" which otherwise would result in the loss of coverage. Some common qualifying events are termination of employment (whether by layoff, discharge, or even death); a substantial reduction in an employee's hours; an extended non-FMLA leave of absence; or legal separation or divorce of the employee and his/her spouse.

When such a qualifying event occurs, the Village will notify the employee of the right to continue health insurance coverage under COBRA, as well as the time limits and triggering events which are applicable in order to continue coverage. To continue coverage, the employee (or beneficiary) must elect to exercise their COBRA rights in a timely manner and must pay the Village the total premiums required for coverage (including their own share and the Village's share) and any administrative fee; if applicable.

Upon request, the Village will also provide a written notice to covered family members which describes their separate rights under COBRA (such as the rights of a divorced spouse to continue coverage by payment of applicable premiums). It is very important to keep the Village advised of all contact information so that notices may be sent and received in a timely manner.

3-5. Unemployment Compensation

The Village is a covered employer under the Illinois Unemployment Compensation Law. Unemployment compensation benefits are designed to provide a partial replacement of wages to eligible employees during short periods of involuntary unemployment. For further information, contact the local Illinois Department of Employment Securities Office.

3-6. Retirement Benefits (see also Section 9-4; Retirement System)

- A. Pension Application: Employees are generally included in the Illinois Municipal Retirement Fund (IMRF). Detailed information concerning pension funds can be obtained from the Administration Department or IMRF representatives. Employees contribute to Social Security and Medicare. The required tax contribution to Social Security is established by the U.S. Congress.
- B. Accumulated Benefit Payments: retiring employees are eligible for payment of accumulated vacation time. Payment for accumulated vacation will be based on the amount of benefits accrued at the time of retirement. To be considered as retiring, the employee must apply for a pension. Retiring employees may continue to participate in the Village's medical insurance program, although they will be required to pay the full premium cost.

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SECTION 4 – PERSONAL CONDUCT EXPECTATIONS AND DISCIPLINARY ACTION

4-1. Communication/Chain of Command

Communication is extremely important in order to provide quality services to the residents of the Village. It also ensures that various Village service areas are kept up to date regarding concerns and issues. The Village works diligently to maintain a high level of professional communication. All employees have a responsibility to maintain this level of professionalism. See also the section on confidentiality (Section 1-9 & 5-6 C.).

The Village also adheres to a standard chain of command. All employees are expected to follow the established chain of command regarding issues of concern. Concerns should first be directed to your immediate supervisor or Department Head. If the concern is not adequately addressed, the issue should be brought before the Department Head or Village Administrator. If the situation is administrative in nature, the decision of the Village Administrator shall be binding. In cases where the issue is policy related, the matter will be brought to the Village Administrator, who will bring it before Village President and Village Board for review if necessary.

4-2. Standards of Conduct

It shall be the duty of employees to maintain high standards of cooperation, efficiency and integrity in their work with the Village. The following references are purely guidelines and the Village reserves the right to discipline employees based on what it deems to be appropriate in any given situation. Unless otherwise set forth under a written contract of employment, employees of the Village are at-will and can be discharged, demoted, suspended, or otherwise disciplined without cause at any time at the sole discretion of the Village.

These guidelines do not form a contract of employment nor should employees have any expectation that such guidelines form a contract. In addition, these guidelines are not all inclusive of what conduct will result in discipline. The decision of what disciplinary action will be taken rests solely with the management of the Village and is made on a case-by-case basis. These guidelines do not establish that employees will be terminated only for just cause.

4-3. Reasons for Disciplinary Action

Some general things for which an employee may be disciplined include, but are not limited to:

- A. Violation of any lawful or official regulation, ordinance, law, order, rule, or policy in this manual.

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- B. Insubordination by failing to comply with any lawful direction given by a superior, or any other disrespectful conduct.
- C. Reporting to work under the influence of intoxicants or non-prescription/illegal drug(s), or using such substances while on Village property. Failure to report to a Department Head the use of any legal/authorized prescription drug(s) which may affect the employee's ability to perform necessary job duties.
- D. Absence without leave; failure to report to a Department Head when absent; or, the use of leave in an unauthorized manner.
- E. Excessive or chronic absenteeism and/or tardiness, or being wasteful with working time.
- F. Incompetence, negligence, inefficiency, or failure or inability to perform assigned duties.
- G. Causing damage to public property or being wasteful of Village supplies through negligence or willful misconduct, or failure to take reasonable care of Village material or property.
- H. Inability to get along with fellow employees so that the work being done is hindered and not up to required levels.
- I. Immoral, unethical, or disgraceful actions or any other personal conduct likely to impact the efficiency of the Village service or bring the Village into disrepute, while on or off duty.
- J. Commission of a felony or gross misdemeanor while on or off-duty.
- K. Speaking critically or making derogatory or false accusations so as to discredit other employees or Department Heads.
- L. Misappropriation of Village funds.
- M. Use of Village vehicles, equipment, supplies, or tools for personal use or unauthorized purposes.
- N. Making false statements, failing to provide requested information, or falsification of any records when applying for employment.
- O. Falsification of personnel and/or Village work records including, time worked records, time off records, or any other Village records, improperly withholding information from a Department Head in connection with your job, or assisting in the concealment or failing to report such a falsification of another employee.

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- P. Being on Village premises, during a period of administrative leave, without permission of the employee's Department Head.
- Q. Divulging or misusing confidential information, including removal from Village premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind.
- R. During work hours, the solicitation, selling, or distribution of any donation, gift, service, product, information, or other item of value not authorized by the Village; accepting fees, gifts, or other items of value in connection with work performed on Village time or as a representative of the Village.
- S. The use of profanity or abusiveness in attitude or language; conduct resulting in physical harm, injury, or harassment of Village employees or the public.
- T. Any other good and sufficient reason.

4-4. Forms of Disciplinary Action

Disciplinary actions may take, but are not limited to, the following forms:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Village Review: The Department Head will place the employee on Probationary status for a maximum of 60 days with a performance evaluation after 30 days, but prior to 60 days. Separation from employment may occur at any time during this time.
- D. Suspension
- E. Discharge/Termination from employment: Permanent separation of the individual from Village employment.

Notwithstanding the above, any disciplinary actions taken in reference to a police officer employee shall be in accordance with any additional procedure required or protections afforded under the Uniform Peace Officers Disciplinary Act.

The degree of discipline administered will depend on the severity of the infraction and shall be in accordance with any applicable policies and procedures as well as local, State or Federal laws and regulations. Immediate Department Heads may have the authority to issue discipline to supervised employees. The Village Clerk has the authority to issue discipline to the Deputy Clerk. For discipline rising to the level of termination, the Village Administrator must provide a written report to the Village Board within 24 hours. For discipline rising to the level of termination of the

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Deputy Clerk, the Village Clerk must provide a written report to the Village Board within 24 hours. However, nothing herein should be construed in any way to limit the Village's right to summarily discharge or suspend an employee for serious offenses.

4-5. Appeal of Discipline

Disciplinary action resulting in suspensions or terminations, as outlined in Section 4-4, may be appealed to the Village Administrator within ten (10) calendar days of the disciplinary action. In the event the employee or the Department Head is not satisfied with the Village Administrator's decision, within five (5) calendar days receipt of said decision, the employee or Department Head may then appeal in writing to the Corporate Authorities by providing the Deputy Clerk and Village Clerk a copy of the appeal for scheduling with the Corporate Authorities. The decision of the Corporate Authorities shall be final.

SECTION 5 – ADMINISTRATIVE POLICIES

5-1. Personal Appearance

It is expected that each employee will dress appropriately, maintaining a neat, well-groomed appearance at all times. Employees are expected to exercise reasonable judgment when selecting clothing to wear while representing the Village. Specific situations, such as representing the Village in court or at meetings with the public, may require dressing in a more conservative style than everyday work attire. While employees are not expected to abandon personal style, they are expected to be appropriately dressed, clean, and covered.

Foot apparel is mandatory. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards. Your work assignment will determine which type of clothing is appropriate and your supervisor will advise you of what is acceptable attire.

If you are unsure if something is appropriate to wear to work, check with your Department Head. If you report to work in inappropriate attire, you will be sent home to change your clothes. (Law Enforcement Personnel refer to Lexipol Policy 1044)

5-2. Personal Telephone Calls

Village phones are to be used for Village business and may be used for personal business on a limited basis only. Excessive personal telephone calls during the workday interfere with employee productivity and distract other employees. Telephone calls received during business hours must be held to both a minimum number and time limit and must not interfere with the employee's work. It is the employee's responsibility to ensure that no cost to the Village results from their personal phone calls. Violation of this policy will minimally result in cost reimbursement to the Village and may subject the employee to further disciplinary action.

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Personal cellular telephones and texting must be kept to a minimum and should not impact employee productivity. Accessing the internet and texting should be reserved for break times. The Village will not be liable for any personal cell phones brought into the workplace.

5-3. Village Issued and Personal Cell Phones and Similar Electronic Devices

As of January 1, 2014, the State of Illinois prohibits the use of hand-held devices while driving. Talking is allowed as long as the driver is using a hands free device, such as a headset or speaker phone built into the car. Drivers violating this law are subject to State fines.

Cellular phone usage applies to any device that makes or receives phone calls, leaves messages, sends text messages, surfs the Internet, or downloads and allows for the reading of and responding to email whether the device is Village-supplied or personally owned. Please also refer to Section 6 – Electronic Communications policy.

While on Village business, the Village requires employees to abide by all State, local, and Federal laws mandating the use of any cell phone or similar device while driving. An employee who uses a Village supplied device or a Village supplied vehicle or equipment is prohibited from using a hand held cell phone or similar device while driving, whether the business conducted is personal or Village related.

This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to the Village, elected officials, residents, contractors, volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the Village; or any other Village or personally related activities not named here while driving.

5-4. Political Activity

In accordance with the Hatch Act, it is the Village's desire to foster governmental efficiency, ensure that employees can perform their jobs without being pressured to support specific Village or other political candidates, and to ensure that regulations are not interpreted favorably for supporters of candidates for political office.

Employees of the Village may not engage in political activities at any time on Village owned property or while on duty, or while they may be identified as an employee of the Village by any means such as uniform, insignia, and motor vehicle, or in any other manner. Political activities include, but are not limited to, running as a candidate for public office, soliciting or receiving funds for a political party or candidate for public office, soliciting votes for such party or candidate, attending political rallies, circulating petitions, distributing political literature, or encouraging others to do any of the above.

For purposes of this section "while on duty" includes those hours you are scheduled to work and are working for the Village.

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This section should not be construed to prohibit any employee or group of employees individually or collectively from expressing honest opinions and convictions or from engaging in political activities permitted by the Hatch Act and from supporting candidates of their choice.

No employee shall be disciplined or rewarded by reason of his/her political affiliation, personal political contributions, or political beliefs by the Village.

5-5. Smoking

The Village shall take every action to comply with the Smoke-Free Illinois Act effective January 1, 2008. Smoking will be prohibited in all Village places of work, including vehicles, and buildings open to the public. The Village may, at its own discretion, authorize designated smoking areas which are located at least 15 feet away from all public entrances.

5-6. Conflicts of Interest

The Village has established guidelines for ethical standards of conduct which shall govern Village employees in the performance of Village business and the duties of their respective jobs. This policy is intended to provide positive direction to Village employees in order to prevent potential conflicts of interest.

Employees, including municipal officials, must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the municipality, and avoid any potential or actual conflict of interest. A potential or actual conflict of interest occurs whenever an employee, including a municipal official, is in a position to influence a municipal decision that may result in a personal gain for the employee, or an immediate relative including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that the municipality may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Village President or designee to obtain clarification. Violations of this policy will result in appropriate discipline up to and including termination, in addition to any penalty that may be imposed by state law. All employees shall receive and must acknowledge receipt of a copy of Village Ordinance No. 04-07, and any amendments thereto, pertaining to, inter alia, the solicitation and acceptance of gifts.

- A. Acceptance of Gratuities: In accordance with the Gift Ban Act, no Village employee shall, through his or her position with the Village, intentionally solicit or accept any gift from any prohibited source as defined under the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/5 et al. Municipal employees may be required to file a Statement of Economic Interest each year.
- B. Decision Making: An employee should not make a unilateral decision, about his or her private employment. Employees are required to consult with their Department Head or the Deputy Clerk if there is any doubt about a potential issue with a conflict of interest with their private employment, outside interests or a business they own.

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- C. Confidential Information: No Village employee shall disclose or use, without authorization, confidential information concerning property or affairs of the Village to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Village.
- D. Financial Interest: No Village employee shall have a financial interest or personal interest in any legislation coming before the Village Board or participate in discussion with or give an official opinion to the Village Board unless the employee discloses on the record of the Board the nature and extent of such interest.

5-7. Use of Village Property

No employee of the Village shall request, use or permit the use of Village-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of such Village property is to be restricted to such services as are available to the Village generally and for the conduct of official Village business.

5-8. Solicitation

In order to alleviate disruption of Village services during normal working hours, it is prohibited for employees, or non-employees to solicit other employees for donations, charity, and/or sales of product or services during working hours. Peddling or soliciting for sale or donation of any kind on Village premises can only occur during break and/or lunch periods.

5-9. Contributions and Honorariums

Speeches and presentations made either during working time or for which the Village provides travel expense reimbursement, are made without charge. If an organization wishes to give an honorarium or contribution for such a presentation, the remuneration must be made to the Village, not to the individual employee.

5-10. Employee Privacy Policies

The Village reserves the right to search lockers, desks, filing cabinets, and personal belongings located on Village property at any time. Employees have no reasonable expectation of privacy in anything stored on Village property. If personal belongings are to be searched, the Village will make reasonable efforts to notify the employee and allow them to be present. Such searches will be conducted only if there are reasonable grounds to secure Village or other employee property or safety.

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5-11. Personal Mail

Employees shall not use the addresses of the Village municipal buildings or offices for receipt of personal mail, except for police officers on their application for vehicle registration subject to Illinois law, nor shall they use Village postage machines or stationery. If an employee is an officer of a professional organization, specific written approval must be obtained from the Village President prior to utilizing Village facilities for professional organizational activities.

5-12. Lactation Accommodation

Each employee is entitled to a reasonable amount of break time to express breast milk for the employee's infant child. If possible, the break time should run concurrently with the employee's break time that is already provided. The Village will provide an appropriate and private location for such activity. Please contact the Deputy Clerk for additional information regarding lactation accommodation.

5-13. Employee Personnel Records

The Village has established procedures and responsibilities for the maintenance of personnel records.

A personnel file will be established for each employee. All personnel files shall be kept in the Village Office and managed by the Deputy Clerk or appropriate Department Head.

Employees are responsible for and must promptly advise the Village of any changes in:

- Name and/or marital status;
- Address and/or telephone number;
- Number of eligible dependents;
- W-4 deductions.

All pertinent information and forms will be contained in the personnel file, including, but not limited to:

- Employee application;
- Job description and specification information;
- Job performance ratings and evaluations;
- Education/training information;
- Personnel action forms;
- Administration correspondence.

Medical, workers' compensation, and benefit records will be maintained in a separate file.

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Procedures for the release and accessibility of information and assessment of employee personnel files are as follows:

- A. Right of access to personnel files is granted to current employees, those on leave subject to recall, and those who have terminated their employment within the preceding year.
- B. An employee must make a request for personnel file review in writing to the Deputy Clerk or appropriate Department Head.
- C. Records will be reviewed at a place designated by the Village during working hours.
- D. An employee is entitled to a copy of any personnel materials inspected.
- E. Information contained in employee personnel files shall not be released or disclosed without the employee's written consent, except to persons with a lawful right or need to know.

This policy is periodically reviewed to ensure compatibility with current accepted personnel procedures. These records are maintained during the tenure of the employee and for seven (7) years after the employee leaves Village employment.

5-14. Punctuality and Attendance

Employees shall report promptly at the designated starting time ready to begin their assigned duties. In the event that an employee is unable to report for work due to illness or other emergency, they must verbally or through confirmed text message or email inform their Department Head as soon as possible and prior to the start of their shift. If a text confirmation is not returned, the employee must verbally contact their Department Head. Failure to do so may result in a loss of that day's pay. Any employee who is absent three (3) consecutive days without authorization will be considered to have resigned from Village service.

5-15. Prescription Drug Use

Employees who use prescription drug(s) or legal/authorized prescription drug(s) that may cause adverse side effects (i.e., drowsiness or impaired reflexes or reaction time) are required to inform their Department Head that they are taking such medication on the advice of a physician if it prevents them from performing the essential functions of the job, or presents a threat of imminent harm to other employees or the public. Employees are responsible for informing their Department Head of the possible effects of the drug(s) on work performance and expected duration of use. If the usage of such medication poses a safety risk for the employee or others, the employee may not work until a release is obtained from the employee's treating physician.

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5-16. Remote Work

The Village of Winnebago is committed to having an in person and available staff in order to serve our residents. However, the Village is also committed to providing flexibility where necessary to allow employees to maintain a positive work/life balance. The purpose of this Remote Work Policy is to outline the guidelines and expectations for employees of the Village of Winnebago who may work remotely on a limited bases. This policy ensures that remote work arrangements are structured, efficient, and align with the Village's goals while maintaining productivity, communication, and security standards.

This policy applies to all employees of the Village of Winnebago who may work remotely, either on a case by case or a recurring basis, with approval from their respective department heads.

Employees eligible for remote work must meet the following criteria:

1. Demonstrated ability to work independently and meet deadlines.
2. Access to necessary technology and resources required to perform their job duties remotely.
3. Compliance with all Village policies and procedures.

Employees interested in remote work must submit a formal request to their department head or Village Administrator outlining the proposed schedule, duration, and reasons for remote work. Approval will be based on Village needs, job responsibilities, and individual performance. Written permission signed by the Department Head and Village Administrator will be stored in the employee's personnel file.

Remote work arrangements may begin with a trial period to assess feasibility and productivity. The trial period duration will be determined by the department head. Remote employees are expected to adhere to their regular work schedule unless otherwise agreed upon with their department head. Flexibility in work hours may be granted based on Village needs. Remote employees must be accessible during agreed-upon work hours via email, phone, or instant messaging platforms. They should respond promptly to inquiries from colleagues and supervisors.

Remote employees must have access to reliable internet connectivity and necessary technology (e.g., computer, software) to perform their job duties. The Village may provide equipment that is deemed necessary for the employees position. Remote employees are responsible for creating a suitable workspace at their remote location that is conducive to productivity and free from distractions. They must ensure a secure and confidential environment for handling Village information.

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Communication and Collaboration: Remote employees are expected to participate in meetings as scheduled. They may utilize video conferencing and collaboration tools to maintain effective communication with colleagues. If a meeting is more effective in person, all reasonable efforts must be made to attend the meeting in person.

Remote employees are required to submit regular progress reports to their department head detailing their work activities, accomplishments, and any challenges encountered. Remote employees must actively engage with their team members through virtual channels, contribute to team projects, and collaborate on shared tasks.

Security and Confidentiality: Remote employees must adhere to the Village's data security policies and procedures when handling sensitive information. Remote employees are responsible for the security of Village-issued equipment and must follow guidelines for device usage and storage to prevent loss or theft.

Termination of Remote Work Arrangement: The Village reserves the right to terminate or modify remote work arrangements at any time based on business needs, performance issues, or violation of Village policies. Termination of Remote Work Arrangement will be initiated by either the Department Head or Village Administrator.

SECTION 6 – ELECTRONIC COMMUNICATIONS AND DOCUMENT RETENTION

6-1. Introduction and Definitions

The purpose of this SECTION is to provide guidance as to the proper use of the electronic communication system of the Village. This SECTION covers the use of all forms of electronic communications including but not limited to e-mail, voice mail, fax machines, external electronic bulletin boards, Intranet, and the Internet, and applies to all employees as defined in this SECTION. Furthermore, this policy will address records management concerns and the need to distinguish records from non-records and the continued preservation of needed e-mail records along with the prompt erasure of those which have outlived their utility by approved records retention and disposition schedules. Every employee and officer is expected to read, understand and follow the provisions of this SECTION and will be held responsible for knowing its contents. Anytime the word “shall” or “should” is used in this SECTION, it is considered mandatory and not directory language. Use of the Village’s electronic communication systems constitutes acceptance of this SECTION and its requirements. (See Appendix B)

A. Definitions:

Employee - all staff as outlined in SECTION 2-6 employed by the Village.

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Officers - all elected officials and officers of the Village of Winnebago, excluding independent contractors such as attorneys, engineers and design professionals.

Electronic Communications - means electronic mail ("e-mail"), World Wide Web and bulletin boards, instant messages, text messages, Internet chat rooms and other similar electronic communications formats.

Electronic Mail ("e-mail") - includes non-interactive communication of text, data, image or voice messages between a sender and designated recipient by systems utilizing telecommunications links. It may also include correspondence transmitted and stored electronically using software facilities called mail, facsimile or messaging systems or voice messages transmitted and stored for later retrieval from a computer system.

Internet - a series of networks, connecting informational networks which communicate through a common communication language.

Encryption Software - proprietary software that changes information from its native state to an unrecognizable coded state which can only be returned to its native state with special software.

Village - the Village of Winnebago, Illinois.

World Wide Web - an Internet client-server distributed information and retrieval system based upon hypertext transfer protocol (http) that transfers hypertext documents that can contain text, graphics, audio, video, and other multimedia file types across a varied array of computer systems.

6-2. Use of Electronic Communications

The Village's electronic communication systems are intended for Village business use only. Incidental and occasional use of these electronic communication systems for non-work purposes may be permitted at the discretion of the Village. Before using the electronic communication systems for Village business or personal use, employees must understand that any information that is created, sent, received, accessed or stored in these electronic communication systems will be the property of the Village and shall not be private. If the employee is permitted to use the Village's electronic communication systems for non-work purposes, such use shall not violate any SECTION of this policy or interfere with the employee's work performance. Refer to SECTION 5-3 for cell phone and electronic devices usage.

Employees should use the same care and discretion when writing e-mail and other electronic communications as they would for any formal written communication. Employees should abide by the Nondiscrimination and Equal Opportunity and Harassment and Discrimination Policies of the Village by refraining from using offensive, harassing, vulgar, obscene, or threatening communications – including disparagement because of age, citizenship, color, disability, gender, national origin, marital status, pregnancy, sexual orientation, arrest record or religion. This policy prohibits communications creating, distributing or soliciting sexually oriented messages or images. Any messages or information that is sent by employees to other individuals via electronic communications such as the Internet or e-mail are statements identifiable and attributable to the Village.

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Consequently, all electronic communications sent by employees, whether business or personal, shall be professional and comply with this policy.

6-3. Prohibited Communications

Under no circumstances shall employees use the Village's electronic communication systems for creating, possessing, uploading, downloading, accessing, transmitting or distributing material that is offensive, illegal, sexually explicit, discriminatory, defamatory or interferes with the productivity of co-workers. Employees shall not use these electronic communication systems for illegal activities, jokes, political causes, football or basketball pools or other sorts of gambling; the creation or distribution of chain letters; list servers for non-work purposes; or for solicitations or advertisements for non-work purposes. Employees shall not engage in any use that violates copyright or trademark laws. Under no circumstances shall employees represent their own views as those of the Village, unless the Village Board has considered or acted on the issue. Employees shall not use e-mail or other electronic communications to disclose confidential or sensitive information. Personal information such as the home addresses, phone numbers and social security numbers of Village employees should never be disclosed on the Internet.

6-4. Privacy

Although employees may use passwords to access some electronic communications, these communications shall not be considered private. Employees should always assume that any communications, whether business-related or personal, created, sent, received or stored on the Village's electronic communications systems may be read or heard by someone other than the intended recipient. Employees should also recognize that e-mail messages deleted from the system might still be retrieved from the computer's back-up system when requested by authorized personnel. Consequently, messages that were previously deleted may be recreated, printed out, or forwarded to someone else without the employee's knowledge. Therefore, it is emphasized that e-mail messages should not be considered private and may be discoverable communications subject to the Freedom of Information Act or in litigation. Since messages may be retained at different locations or levels of the systems, employees must remember that their communication may be retrieved at some time. Discretion, therefore, is an important consideration when using this or any other technology to send, record and/or retain communications.

6-5. Right to Monitor Use

The Village reserves the right to monitor, intercept, access, and disclose all information created, sent, received, or stored on its electronic communication systems at any time, with or without notice to an employee. Internet use shall be monitored in the same manner as other electronic communications. In addition, the Village may monitor and maintain a log of employees' internet access including the type of sites accessed, the name of the server, and the time of day that access occurs. Information obtained through monitoring may be used as a basis for employee discipline or termination.

6-6. Prohibited Activities

Employees shall not upload, download or otherwise transmit copyrighted, trademarked or patented material, trade secrets or confidential, private or proprietary information or

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materials. Employees shall not upload, download or otherwise transmit any illegal information or materials. Employees shall not use the Village's electronic communication systems to gain unauthorized access to remote computers, other systems, or to damage, alter, or disrupt such computers or systems in any way. Nor shall any employee use someone else's code or password or disclose anyone's code or password including their own. It is a violation of this policy for employees to intentionally intercept, eavesdrop, record, or alter another person's Internet and e-mail messages. Employees shall not enable unauthorized individuals to have access to or use the Village's electronic communication systems or otherwise permit any use that would jeopardize the security of the Village's electronic communication systems. Employees shall use their real names when sending e-mail messages or other electronic communications and shall not misrepresent, obscure or in any way attempt to subvert the information necessary to identify the real person responsible for the electronic communication. Sending an e-mail message under a fictitious or false name is a violation of this policy. Likewise, using another users account or login ID constitutes a violation of this policy.

6-7. Licensing

Employees shall not install software for which the Village has not paid the appropriate licensing fee. Additional licensing fees may be incurred every time software is installed for a new user. Consequently, before software is installed on their computer, employees have a duty to ensure that all appropriate licensing fees have been paid and to notify the Village's computer consultant to ensure any such installation will not be detrimental to the Village's computer system. Employees should notify the Village if they discover unlicensed software on computers. Employees shall not copy software for distribution to any third party or for home use unless such copying is permitted by the software license agreement. The installation of software for trial periods authorized by a vendor is not a violation of this policy if approved by the employee's Department Head.

6-8. Encryption

Employees shall not password protect or otherwise privately code their files, computers or other electronic devices owned by the Village without prior authorization from the Village. Use of encryption software must be specifically approved by the Village Administrator. If encryption software, passwords or personal codes are used, the employee shall give the password to the Deputy Clerk, the Village's IT servicer and/or appropriate Department Head.

6-9. Viruses and Tampering

The intentional introduction of viruses or attempts to breach system security or other malicious tampering with any of the Village of Winnebago's electronic communication systems is expressly prohibited. Employees or Officers shall immediately report any viruses, tampering or other system breaches to the Village.

6-10. Disclaimer of Liability for Use of the Internet

The Village is not responsible for material viewed or downloaded by the employee from the internet. The internet provides access to a significant amount of information, some of

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which contains offensive, sexually explicit and inappropriate material. It is difficult to avoid contact with this material. Therefore, employees using the internet do so at their own risk.

6-11. Duty Not to Waste Electronic Communication Resources

Employees shall not deliberately perform actions that waste electronic communication resources or unfairly monopolize resources to the exclusion of other employees. This includes, but is not limited to, subscribing to list servers, mailing lists or web sites not directly related to the employee's job responsibilities, spending extensive non-productive time on the internet, and doing large non-work related file downloads, or mass mailings. Electronic communications are limited and employees have a duty to conserve these resources.

6-12. Use of Credit Cards on the Internet

Before making any purchases on the internet, employees who are authorized to use Village credit cards shall ensure that they are using a secured site.

6-13. Computer Security

The computer resources and the data stored therein are critical to the ability of the Village to perform its business. These computer resources and data are subject to compromise and illicit modification if proper computer security techniques are not employed. Therefore, the Village employs a security password system to enable controlled entry into its electronic communication systems. Disclosing individual system passwords to others is strictly prohibited. Computers left unattended should be either powered off, logged off the network or password protected with a screen saver.

6-14. E-Mail Addresses

The Village owns all e-mail addresses provided to its employees, including any names and/or references associated with the Village's e-mail system. Employees are prohibited from sending personal email through the Village's email system. Upon separation of employment from or removal from an office of the Village, all rights to this e-mail address or any personal e-mail sent to said address shall cease and shall be deemed to be owned by the Village regardless of content of any message. Further, the Village reserves the right to keep an employee's e-mail address active for a reasonable period of time following separation of employment with or removal from office of the Village to ensure that important business communications reach the Village.

6-15. Freedom of Information Act

Under the Freedom of Information Act, communications may be considered public records and, therefore, subject to disclosure absent a specific exemption. Employees must forward requests for information or public records to a FOIA Officer.

6-16. Violations

Because the use of the Village's electronic communication systems is identifiable and attributable to the Village, violations of this policy shall subject the employee to disciplinary action, up to and including termination. Employees who observe violations of this policy are obligated to report those violations to the Village.

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6-17. Document Retention

- A. Act. The Illinois Local Records Act (50 ILCS 205/1 *et seq.*) governs the retention and disposition of public records, regardless of physical form. Often the content of messages may constitute a formal, public record and must be retained according to established retention schedules; however, some e-mail messages are informal, temporary communications that do not qualify as “public records” (e.g. personal email, junk mail, invitations, etc.). Employees have the same responsibilities for e-mail messages as they do for any other public record and must distinguish between official, public records and informal, non-record information. Electronic communications which are considered public records must be preserved in either reproduced paper format or electronic format. If the employee prints out an official public record from the Village’s electronic communication system and retains the record in hard copy, the electronic copy may be deleted immediately.
- B. Public Records. Under the Illinois Local Records Act, “public record” means “any book, paper, map, photograph, digitized electronic material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connection with the transaction of public business and preserved or appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein.” 50 ILCS 205/3.

Factors to consider and determine if a document (whether electronic or not) is a public record:

1. Was the document created or received in connection with the transaction of public business? E-mails or letters received or sent that were of a personal nature may be deleted but all others shall be retained.
2. Is it official documentary material? For example, does the e-mail contain a draft letter versus the final letter? Drafts may be deleted if a final version is prepared.
3. Is the document subject to disclosure under the Freedom of Information Act? If so, it is likely an official document to be retained.
4. Does the document result from some action or transaction that clearly relates to the official work of the Village of Winnebago? For example, if it relates to the creation of policy or procedures regarding public employment matters, the correspondence must be retained.
5. Is the material “appropriate for preservation by such agency or officer; or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein?” This eliminates the necessity of keeping documents which do not relate to the official actions of the Village. If action is taken or a lack of action is based upon the contents of an e-mail, the e-mail must be retained.

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6. Does the document have any historical significance? What is the importance of the document? Does keeping or discarding the document further the goal of the Act - the "efficient and economical management of local records?" If yes, retain the e-mail.
7. Is this a final document? For instance, many e-mail documents rapidly become stale and do not reflect "function, policies, decision, procedures, etc.," when a matter is finalized. Therefore, the Village can simply keep the final document and delete prior drafts. However, a closer question exists relative to e-mail exchanges where the parties are sending communications to prepare the final document.
8. Internal documents created by Employees on work-related topics which do not facilitate action such as transmittal notes, notifications, announcements, and the like may be discarded.
9. Documents containing drafts, notes or interoffice memoranda that are not retained by the Village in the ordinary course of business may be discarded. Carbon copies of e-mails may be discarded where the sender or primary recipient retains a copy of the message along with any attachments thereto.

If the decision to discard is unclear after considering the above guidelines, then consult the FOIA officer.

- C. Electronic Communications ("E-Mail"). All non-public record e-mails should be deleted as soon as they have fulfilled their purpose. If an e-mail message is determined to be a public record, it shall be retained in the appropriate file or saved to a specific named folder to avoid the possibility of automatic deletion.

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SECTION 7 - SOCIAL MEDIA AND SOCIAL NETWORKING POLICY

7-1. Employee Social Media Policy

Village of Winnebago Social Media Policy

The Village of Winnebago's official social media accounts are operated to provide information, updates, and engagement with the community. The Village Administrator will authorize individuals who may post to the Village's social media accounts.

1. Setting up Social Media - Social media identities, logon ID's and user names may not use the Village of Winnebago's name without prior approval from the Village Administrator
2. Account Management - Only individuals authorized by the Village Administrator may access and manage official social media accounts.
3. Professional Conduct - Content must be factual, respectful, and relevant to Village matters. Personal opinions or unrelated content are prohibited.
4. Public Interaction - Comments and messages will be monitored and responded to as appropriate. Offensive or inappropriate comments may be removed.
5. Compliance - All content must comply with applicable laws, including public records retention and privacy regulations.

7-1. Employee Social Media Policy

A. Employee Speech, Expression and Social Networking Policy:

While the Village respects employees' rights to use personal social media accounts, it is important to note that if an individual primarily uses their personal social media account to conduct Village business, that account may be subject to all applicable Freedom of Information Act (FOIA) and First Amendment requirements. This means that communications made through personal accounts that pertain to Village matters may be considered public records and must be disclosed upon request, and the individual must be mindful of maintaining the same professional standards as when using official Village accounts. The Village discourages the use of a personal social media account to conduct official village business.

This policy is intended to address issues associated with employee personal use of social networking sites and to provide guidelines for the regulation and balancing of employee speech and expression with the needs of the Village of Winnebago. This policy is not intended to infringe upon any communication, speech or expression that is protected or privileged under law.

For the purposes of this policy, social media means any facility for online publication and commentary, including without limitation blogs, wiki's, social networking sites such as Facebook, LinkedIn, Twitter, Flickr, RRStar.com, YouTube, etc. All uses of social media must follow the same ethical standards that Village of Winnebago employees must otherwise follow. This policy is in addition to and complements any existing or future policies regarding the use of technology, computers, e-mail and the internet.

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Speech or expression that could reasonably be foreseen as having a negative impact on the Village of Winnebago, employees or clients of the Village of Winnebago, the mission, function, reputation or professionalism of the Village of Winnebago is prohibited. Divulging confidential information related to the Village of Winnebago, its employees and residents will meet terms for immediate termination.

Accessing social media sites and internet sites in a non-job related activity on official Village equipment during work hours is strictly prohibited.

Employees forfeit any expectation of privacy with regard to anything published or maintained through file-sharing software or any internet site open to public view (i.e. Facebook, X).

Policy violations will be subject to disciplinary action, up to and including termination for cause.

B. Procedures:

1. Don't Tell Secrets - It's acceptable to talk about your work and have a dialog with the community, but it's not okay to publish confidential information. Confidential information includes things such as resident information, details of current projects, future programming plans, financial information, research, and contractual information.
2. Protect your own privacy - Privacy settings that might allow others to post information or see information that is personal may be set to limit access. Be mindful of posting information that you would not want the public to see.
3. Be Honest - Do not blog or comment anonymously, using pseudonyms or false screen names. We believe in transparency and honesty. Use your real name, be clear who you are, and identify that you work for the Village of Winnebago and that your views and opinions expressed are yours alone and do not represent the official views of the Village of Winnebago. Do not say anything that is dishonest, untrue, or misleading. If you have a vested interest in something you are discussing, point it out.
4. Respect copyright laws - It is critical that you show proper respect for the laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including the Village of Winnebago's own copyrights and brands. You should never quote more than short excerpts of someone else's work, and always attribute such work to the original author/source. It is good general practice to link to others' work rather than reproduce it.
5. Respect your audience, Village of Winnebago, and your coworkers - The public in general, and the Village of Winnebago's employees and residents, reflect a diverse set of customs, values and points of view. Don't say anything contradictory or in conflict with the Village of Winnebago website. Don't be afraid to be yourself, but do so respectfully. This includes not only the obvious (no ethnic slurs, offensive comments, defamatory comments, personal insults, obscenity, etc.) but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory - such as politics and religion. Use your best judgment and be sure to make it clear that the views and opinions expressed are yours alone and do not represent the official views of the Village of Winnebago.

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6. Protect Village of Winnebago residents, business partners and suppliers - Residents, partners or vendors should not be cited or obviously referenced without their approval. Never identify a resident, partner or vendor by name without permission and never discuss confidential details of a resident.
7. Controversial Issues - If you see misrepresentations made about the Village of Winnebago in the media, you may point that out. Always do so with respect and with the facts. If you speak about others, make sure what you say is factual and that it does not disparage that party. Avoid arguments. Brawls may earn traffic, but nobody wins in the end. Don't try to settle scores or goad others into inflammatory debates. Make sure what you are saying is factually correct.
8. Be the first to respond to your own mistakes - If you make an error, be up front about your mistake and correct it quickly. If you choose to modify an earlier post, make it clear that you have done so. If someone accuses you of posting something improper (such as their copyrighted material or a defamatory comment about them), deal with it quickly - better to remove it immediately to lessen the possibility of a legal action.
9. Think About Consequences - For example, consider what might happen if a Village of Winnebago employee is in a meeting with a client or partner, and someone on the partner's side pulls out a print-out of your comments and says, "This person at the Village of Winnebago says that our facility stinks." Once again, it's all about judgment: using social media to trash or embarrass the Village of Winnebago, residents, partners, or co-workers, is dangerous and ill-advised.
10. Disclaimers - Many social media users include a prominent disclaimer saying who they work for, but that they're not speaking officially. This is good practice and is encouraged, but don't count on it to avoid trouble - it may not have much legal effect.

7-2. Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog (such as Blogspot or Tumblr), journal or diary, personal web site (such as Facebook), social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Village. Because your use of social media can lead to personal and professional legal ramifications for you and the Village, the Village expects you to follow these guidelines with respect to any other form of electronic communication as well.

The same principles and guidelines found in other Village policies set forth in this Personnel Manual (as more fully described below) apply equally to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects the protection of confidential and/or proprietary information belonging to the Village, our suppliers, vendors or our legitimate business interests may result in disciplinary action up to and including termination of employment.

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7-3. Duty to Follow the Rules

Carefully read these guidelines as well as the Village's policies regarding Technology, Professional Conduct, and Harassment and Discrimination, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination of employment.

7-4. Be Respectful

Always be fair and courteous to the Village, your co-workers, suppliers, vendors and other organizations or individuals who work on behalf of the Village. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers and/or management or utilizing the Village's Complaint procedure, than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage residents, employees, suppliers, or vendors, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Village policy.

7-5. Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Village, residents, co-workers, suppliers, vendors or other organizations or individuals working on behalf of the Village or competitors. Whenever promoting the Village, make sure to disclose that you are an employee of the Village. This is important to comply with truth in advertising and other related laws.

7-6. Appropriate and Respectful Content

Maintain the confidentiality of Village Confidential Information (as defined in the Village's confidentiality policy). Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

Do not create a link from your blog, website or other social networking site to a Village website without identifying yourself as a Village employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Village. If the Village is a subject of the content you are creating, be clear and open about the fact that you are an employee and that your views do not represent those of the Village, fellow employees, residents, suppliers, vendors, or other organizations or individuals working on behalf of the Village. If you do publish a blog or post online related to the work you do or subjects associated

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with the Village, make it clear that you are not speaking on behalf of the Village. It is best to include a disclaimer such as **“The postings on this site are my own and do not necessarily reflect the views of the Village of Winnebago.”**

7-8. Friendship Requests

Village employees are discouraged from sending/accepting friendship requests from coworkers and should refrain from inviting coworkers to their social media sites, excluding professional networking websites (i.e. LinkedIn) This is to protect employees from claims and to promote the highest level of integrity, propriety, and trust.

7-9. Retaliation Prohibited

The Village prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination

8-5. Overtime

Only Fair Labor Standards Act (FLSA) non-exempt employees shall be entitled to overtime. Eligible employees (excluding police officers) shall be compensated for overtime at a rate of one and one-half times their regular hourly rate for all hours over forty (40) in a work week (Including any approved sick or vacation time taken). For all FLSA non-exempt employees, prior authorization from the employee's Department Head is required before an employee may work more than their scheduled daily or weekly hours. Additionally, employees shall not conduct any Village business outside of work hours, including but not limited to work on Village issued or personal electronic devices (including but not limited to tablets, computers, smart phones, I-Pads, and like devices) unless they have received prior approval from a Department Head. Failure to obtain prior approval for overtime may result in disciplinary action up to and including dismissal. To the extent possible, an attempt will be made to fairly distribute overtime work among employees competent to perform the required service.

Law Enforcement shall refer to Lexipol Policy 1037.

In accordance with 7(k) of the Fair Labor Standards Act, police officers will be paid overtime for all Hours over 84 hours in a 14-day work cycle (Including any approved sick or vacation time taken).

Hours Actually Worked is calculated based on the time the employee clocks and/or signs in, whichever is applicable. If an employee mistakenly forgets to clock in or out, the employee must notify his supervisor immediately upon discovering the mistake.

In the case of executive, administrative and professional personnel as defined by the Fair Labor Standards Act (FLSA), it is implicit in the nature of their position that time beyond the normal work schedule may be spent on the job. While some recognition of this work may be made by the Village Board, it is recognized that these classifications are overtime exempt.

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SECTION 9 - BENEFITS

9-1. Eligibility for Benefits

Full-time, regular employees shall receive all employee benefits provided by the Village. Regular part-time employees, seasonal, temporary, and interns are not entitled to health benefits but may be eligible for retirement benefits through IMRF should all criteria be met.

The Village Board reviews benefit funds annually; therefore, stated benefits are subject to change. Additional details outlining benefits are available at the Village Office.

The extent of coverage under the insurance policies or plan(s) referred to in this SECTION shall be governed by the terms and conditions set forth in said policies.

9-2. Group Medical Insurance

The Village provides regular full-time employees and all eligible dependents with group medical insurance under the terms specified in the Village of Winnebago Group Medical Insurance policy documents as adopted by the Board from time to time.

The Village will cover 90% of the health insurance premium cost for regular full-time employees and their eligible dependents. The employee portion of the health insurance premium cost will be 10

The Village Administrator is responsible for negotiating group medical insurance plans on behalf of the Village. It is his/her responsibility to secure plans that provide comprehensive coverage for employees while ensuring that the plans are fiscally responsible and sustainable for the Village. The Village Administrator with consultation with the Administration Team and Department Heads will make recommendations to the Village Board as soon as possible for final approval.

Coverage becomes effective on the first of the month following thirty (30) days of employment. Specific benefits of the plan are described in insurance brochures provided to each employee by the Village. Annually, there is an open enrollment period during which an employee may elect to change coverage; typically thirty (30) days prior to plan year end date. Medical coverage may be continued during an approved leave of absence at the employee's expense in accordance with applicable law and/or at the discretion of the Village Board. Employee's payment of insurance premium shall be paid by the first of each month.

Enrollment applications and/or change forms should be completed in the following instances:

- A. new employees beginning service with the Village;
- B. employees seeking to add an eligible dependent;
- C. employees who want to drop a dependent;
- D. qualifying life event.

Applications and/or change forms are available from the Village. It is the employee's responsibility to notify the Village of any change in dependent status by completing updated enrollment cards.

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In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), continuation of group health plan coverage is available according to the provisions outlined in SECTION 3-4.

9-3. Group Dental Plan

The Village provides regular full-time employees and all eligible dependents with group dental insurance under the terms specified in the plan documents. The Village will cover 80% of the dental insurance premium cost for regular full-time employees and their eligible dependents. The employee portion of the health insurance premium cost will be 20%.

The Village Administrator is responsible for negotiating group dental insurance plans on behalf of the Village. It is his/her responsibility to secure plans that provide comprehensive coverage for employees while ensuring that the plans are fiscally responsible and sustainable for the Village.

Specific plan benefits are described in the summary plan description provided to employees when hired and at their request.

9-4. Retirement System (see also SECTION 3-6 Retirement Benefits)

Eligible Village employees participate in a combination of Social Security and the Illinois Municipal Retirement Fund.

The State of Illinois has mandated that each non-sworn employee of the Village who is assigned to work more than one thousand (1,000) hours per year must participate in the Illinois Municipal Retirement Fund (IMRF).

IMRF is a program providing for the payment of retirement, disability, and death benefits to state and municipal employees. Participating employees contribute to IMRF on a pre-tax basis pursuant to statute based on total annual earnings.

If a member terminates service without retiring, accumulated IMRF contributions are refundable upon request. Employer contributions are not refundable under any circumstances. Employees hired before January 1, 2011 are vested with a minimum of eight years of service under the plan. Employees hired on or after January 1, 2011 qualify under tier two benefits which increases the retirement age and changes the vesting requirements to ten (10) years of service. A detailed listing of all Tier 1 and Tier 2 benefits is available through IMRF.

Annual benefit statements are provided by IMRF to participating members. Employees may request an estimate of benefits from IMRF at any time to obtain an approximate projected retirement benefit figure.

Enrollment and benefits forms are available through the Deputy Clerk and/or the local IMRF representative for the Village. It is the employee's responsibility to keep all information on file and up to date including, but not limited to, name, address, and beneficiary(s).

9-5. Life Insurance

The Village provides eligible full-time employees with basic life and accidental death and dismemberment insurance. Employees are directed to review the Summary Plan Description, which is available through the Village.

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Coverage currently is effective the first date of employment and continues until the employee leaves the Village's employment, the employee moves to an employee class which is not eligible for this benefit, or the policy is discontinued completely by the Village. Termination under the policies shall be determined when premium payments for such employee's insurance are discontinued. However, the effective date is subject to change should any carrier providing life insurance coverage to the Village change its terms.

It is the employee's individual responsibility to maintain current policy information on file in the Village Office. Pertinent application/policy data includes names, address and beneficiary(s).

Upon termination of employment with the Village, the employee may convert the policy to a comparable individual policy of life insurance without furnishing evidence of insurability provided the application and payment of the first premium is made within 31 days after termination of employment.

As an option, IMRF eligible employees, at their expense, may enroll in a low cost group term life insurance program with an additional accident, death, and dismemberment component. Group term coverage for an employee's spouse and eligible dependents is offered at no additional premium through IMRF. Coverage application forms are available through the Village Office.

9-6. Social Security

As required by law, a fixed percentage of employee earnings is deducted from each paycheck and deposited with the Social Security Administration. In addition, the Village contributes an equal amount to the Social Security Administration to help fund benefit programs. Detailed information on benefits, eligibility requirements and account status is available from the Social Security Administration Office.

9-7. Employee Development and Promotion

A. Employees will be provided every reasonable means to succeed on their jobs and will be given opportunities to prepare themselves for full use of their talents and potential. On-the-job training will be provided to prepare employees to meet the full requirements of their positions.

B. Candidates for promotion will be chosen on the basis of existing or forecasted job openings, on their qualifications, and on their work record without regard to actual or perceived race, creed, color, religion, national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, pregnancy, or any other characteristics protected by applicable Federal, State, or local laws. Performance evaluations and work records for all personnel will be carefully examined when openings for positions occur.

9-8. Training and Education

To encourage employees to further their education in areas directly related to their present positions and to enhance job skills, the Village may, in its sole discretion, pay tuition, fees and books for courses offered by accredited universities, technical schools or other approved organizations deemed to be pertinent to employment with the Village following employee-initiated education requests.

Prior to enrollment, a written request for such payment of costs, including information concerning content, fees and length of course, must be presented to the Department Head and Village

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Administrator. Each request will be considered on a case by case basis, and must be submitted before the annual budget/appropriation are presented to the Village Board or responsible Committee. Employees are encouraged to notify the Village of intended enrollment prior to October 1st for the upcoming fiscal year.

Such reimbursement may not exceed 80% of the tuition, fees, and books. The maximum reimbursement is \$2,500 per employee per fiscal year and such reimbursement will be made within sixty (60) days of the date of presentation of evidence of satisfactory completion of the course with a grade average of C or better. Reimbursement shall not be made if the employee resigns his/her position or is terminated before course completion or during the sixty (60) day period following completion. The reimbursement outlined herein will be available to employees only when the course taken is completed during the employee's personal time.

9-9. Travel and Miscellaneous Expenses

A. Definitions.

"Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

"Public Business" means expenses incurred in the performance of a public purpose which is required or useful for the benefit of the Village to carry out the responsibilities of Village business.

"Travel" means any expenditure directly incident to official travel by elected official, employees, and officers of the Village or by other representatives of the Village involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

"Traveler" shall include any elected official, employee, or officer of the Village of Winnebago that is the subject of the travel reimbursement ordinance.

The Village shall only reimburse the following types of travel, meal, and lodging expenses incurred by its elected officials, employees, and officers up to the following maximum allowable amounts:

1. Airfare: Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Travelers are encouraged to book flights at least thirty (30) days in advance to avoid premium airfare pricing. Only coach or economy class tickets will be paid or reimbursed. The traveler will pay for the difference between higher priced tickets and coach or economy class tickets with his or her personal funds.
2. Personal Automobiles: Mileage reimbursement will be based on mileage from the work location office to the off-site location of the official business, not from the traveler's residence. When attending a training event or other off-site official

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business directly from the traveler's residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the work place. If the distance is greater than the traveler's normal commute, reimbursement will be paid based on the differential of the commute less the mileage of a normal commute to the workplace. The traveler will be reimbursed at the prevailing IRS mileage rate. The traveler will only be reimbursed up to the price of a coach or economy class airfare ticket if the traveler drives to a location for which airfare would have been less expensive.

3. **Automobile Rentals:** Travelers will be reimbursed for the cost of renting an automobile including gasoline expense only as provided in this SECTION. Travelers using rental cars to conduct official business are required to purchase insurance through the rental agency. Car rental insurance will cover the vehicle during personal use, e.g., using the vehicle after the conference has ended. Compact or mid-size cars are required for two (2) or fewer employees or officers traveling together and a full-size vehicle may be used for three (3) or more travelers. The traveler must refuel the vehicle before returning it to the rental company.
4. **Public Transportation:** In the case of local training or official business where an elected official, employee, or officer chooses to use public transportation, reimbursement for use of public transportation plus any mileage in accordance with this policy.
5. **Other Transportation:** The traveler should utilize hotel shuttle service or other shuttle services, if available. If none are offered, the use of the most economic transportation is encouraged.
6. **Hotel/Motel Accommodations:** The traveler will be reimbursed for a standard single-room at locations convenient to the business activity up to the then current U.S. General Services Administration (GSA) per diem rate for the location of travel at the time the expense is incurred. Hotel/motel accommodations are to be reserved in advance and secured at a moderate or conference rate. Reimbursement for lodging shall be limited to the number of nights required to conduct the assigned Village business. If a conference, for example, opens on a Sunday evening and closes Thursday at noon, reimbursement for Sunday through Wednesday night would be allowed. In the event of a change in plans or a cancellation, the traveler must cancel the hotel/motel reservation so as not to incur cancellation charges. Cancellation charges will not be reimbursed by the Village unless approved by a vote of the Board of Trustees.
7. **Meals:** Meal expenses and reimbursements are limited to the then current U.S. General Services Administration (GSA) per diem rate for the location of travel at the time the expense is incurred. Receipts shall be submitted to substantiate all expenses within ten (10) calendar days of the completion of the trip. Any amount of the per diem allowance which was not spent by the traveler shall be returned to

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the Village at the time receipts are submitted. Meals provided by a conference or seminar should be deducted from the per diem allowance. Partial reimbursement may be made for departure and return days based on time. Meals during in-state travel that are not part of an overnight stay will be reimbursed at the actual cost not to exceed the GSA meal rate.

8. Vacation in Conjunction with Business Travel: In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Travel, Meal, and Lodging Expense Report form and paid by the traveler.
9. Accompanied Travel: Family members may accompany the traveler when traveling on official Village business. However, no expenses attributable to any family member will be reimbursable. All expenses will be calculated as if the traveler were traveling alone, using the minimum costs to the Village for lodging, meals, and transportation.
10. Parking: Parking fees at a hotel/motel or incidental to other travel will be reimbursed only with a receipt. Self-parking is recommended where available.
11. Entertainment: No employee or officer of the Village shall be reimbursed for any entertainment expense, unless ancillary to the purpose of the program, event or other official business.
12. Laundry: Any elected official, employee, or officer may be reimbursed up to \$25.00 per week for laundry and dry-cleaning expenses for every seven (7) days in continuous travel. Only actual laundry and dry-cleaning expenses are reimbursable and receipts are required to be provided with the reimbursement request form.

No reimbursement of travel, meal or lodging expenses incurred by a Village elected official, employee, or officer shall be authorized unless the "Travel, Meal, and Lodging Expense Reimbursement Request Form", attached hereto and made a part hereof, has been submitted and approved. This fully executed form and all supporting documentation shall be submitted to the Village within ten (10) calendar days of the completion of the trip. All documents and information submitted with the form shall be subject to disclosure under the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Expenses for travel, meals, and lodging of: (1) any officer or employee that exceeds the maximum reimbursement allowed under the regulations adopted in this policy or (2) any member of the corporate authorities of the Village may only be approved by roll call vote at an open meeting of the corporate authorities of the Village. However, in the event of an emergency or other extraordinary circumstances, the corporate authorities may approve more than the maximum allowable expenses set forth above.

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The Village shall not reimburse any elected official, employee, or officer for any activities which would be considered entertainment. Activities which would otherwise be considered entertainment, but which are excluded from the prohibition on reimbursement due to being ancillary to the purpose of the program or event, may be reimbursed in accordance with the provisions of this Policy. Alcohol, of any kind, is specifically excluded from reimbursement. The Village shall not reimburse any elected official, employee, or officer for any "In Room" expenses, such as movies, games, wet-bar, snacks, and other related items. The Village shall not reimburse any elected official, employee, or officer for any medical expenses incurred during travel as travel costs.

The Village shall only reimburse business-related telephone calls made during travel. However, personal telephone calls to the employee's home or elsewhere are limited to one call per week for every seven (7) days that the employee is in travel status. Personal calls shall be paid for at the time of checkout from his or her personal funds.

The Village shall only reimburse internet connection charges if the internet usage is necessary for Village business-related matters. Internet connection charges incurred for personal use shall be paid at the time of checkout from his or her personal funds.

Travel advances are a privilege and not intended to provide all costs in advance but limit the burden of traveling on the elected official, employee, or officer. The Village will provide travel advances when requested as it is a mutual benefit for the Village and the elected official, employee, or officer, for the following items:

1. Meals: Payment in advance for meal advances may be requested when travel will exceed two consecutive overnight stays. The amount shall equal number of days multiplied by the village standard per diem rate. Any amount of the per diem allowance which was not spent by the traveler shall be returned to the Village at the time receipts are submitted. Meals provided by a conference or seminar should be deducted from the per diem allowance.
2. Conference Registration: The Registration Fee shall be made payable to the vendor when supported by a complete copy of the conference brochure. The elected official, employee, or officer must receive prior approval from the employee's or officer's supervisor or the Village Administrator for all conferences and seminars.
3. Lodging: The check for lodging shall be made payable to the vendor, or Direct Billing may be requested within a fifty (50) mile radius from the hotel. Lodging shall be at the standard single room rate. Lodging within a fifty-mile radius is not eligible for reimbursement. The Village will fairly reimburse employees in a timely and efficient manner for necessary and reasonable travel costs incurred while on official, authorized Village business. The Village expects the funds will be used with discretion and reserves the right to deny reimbursement for lavish expenses. A fraudulent request for reimbursement shall be grounds for termination. (See Appendix J)

B. Miscellaneous Expenses

The Village will reimburse employees for all necessary expenditures or losses incurred within the employee's scope of employment that are directly related to services performed for the Village. "Necessary expenditures" is defined as all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the Village.

Employees must submit all necessary reimbursement requests with appropriate supporting documentation within 30 days after incurring the expense. If supporting documentation is nonexistent, missing, or lost, the employee shall submit a signed statement regarding any such receipts.

The Village will not reimburse employees for losses due to an employee's own negligence, normal wear, or losses due to theft unless the Village's negligence caused the theft.

9-10. Uniforms and Equipment

The Village Board may arrange for the provision of uniforms or establish reasonable uniform allowances, in lieu thereof, in cases where the wearing and maintenance of uniforms is appropriate for the good of the Village.

The Village Board may arrange for the provision of equipment or establish reasonable equipment allowances, in lieu thereof, in cases where such equipment or material is necessary to perform the primary duties of the respective occupation or provide safety protection for the employee from the work hazards incidental to the occupation.

(Law Enforcement Personnel refer to Lexipol Policy 1044 & 1046)

9-11. Employee Assistance Program

The Village recognizes that drug and alcohol abuse can be successfully treated and is committed to helping employees who suffer from these problems, while holding them responsible for their own recovery. The Village offers an Employee Assistance Program (EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral, and short-term counseling for employees and their dependents that need or request these services. If the EAP determines a referral to a treatment provider is necessary, the Village's insurance may cover a portion or all of the provider's costs. However, it is the employee's responsibility to ensure the treatment facility provides the Village with the necessary documentation to establish compliance with the employee's rehabilitation obligations.

SECTION 10 – HEALTH AND SAFETY

10-1. Responsibility for Safety

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The Village is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees.

The Village will maintain safety and health practices consistent with the needs of our workers. Any suspected unsafe conditions and all injuries that occur on the job must be reported to your Department Head immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

It shall be the policy of the Village to provide a clean, safe, and business-like work environment for employees. Employees are expected to do their part for safety by observing all safety rules and regulations, keeping their work areas clean and organized, and by wearing all required safety equipment.

10-2. On the Job Injuries and Reporting

Employees injured during working hours shall report the injury immediately to their Department Head. Minor injuries may be treated with emergency first-aid kits which shall be kept by each department. Depending upon the seriousness of the emergency, the employee may be referred to the Village's occupational health facility or the nearest appropriate medical facility.

Time lost due to job related injuries will not be charged against earned sick leave, personal, or vacation time, provided the injury is reported within 24 hours and investigated to confirm the injury is eligible for Workers Compensation coverage.

During the period of disability, the injured employee shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this paragraph forfeits the continuing compensation from the Village from the time such employment begins and is subject to disciplinary action. Any salary compensation due the injured employee from Workers Compensation or any salary due them from any type of insurance which may be carried by the Village on behalf of the employee will be retained by the Village at the point other employment began. Any disabled employee receiving compensation under this provision shall not be entitled to any benefits for which they would qualify because of their disability under the provisions of the Illinois Pension Code as amended.

Employees shall report all accidents and injuries to their Department Head as soon as possible and no later than 24 hours following the incident. Failure to do so may be grounds for disciplinary action. An investigation of all accidents and injuries will be conducted by the Department Head and will be reported to the Deputy Clerk. In addition to these safety regulations, the Village requires employees and Department Head personnel to follow the guidelines established in each Department in regard to safety rules and procedures.

The Department Head will present a complete report of the accident to the Deputy Clerk within two (2) working days or within 48 hours of their notification.

To ensure an accurate gathering of the facts, the injured employee and/or any witnesses may be required to verbally, or in written form, state the facts to those individuals investigating the incident.

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Employees are required to fully cooperate with any investigation, but must be aware that facts obtained may be used in any disciplinary action taken later. Sworn police employees will follow appropriate Departmental rules/procedures.

An employee who intentionally misrepresents any injury or facts concerning an accident shall be subject to disciplinary action up, to and including termination.

10-3. Vehicle Use and Reporting an Accident

All accidents involving Village owned and/or privately-owned vehicles being operated for Village use shall be reported as soon as possible and the employee's immediate Department Head shall be notified.

Post-Accident: Any employee who, while operating a Village-owned vehicle, is involved in a motor vehicle crash, shall complete a drug test as soon as practicable under the following circumstances: Employees will be tested if an accident occurs on Village time and results in an injury to anyone that requires outside medical attention, or substantial damage to property or equipment.

In accordance with any State and Federal laws, use of cellular phones and texting is strictly prohibited while operating a vehicle on Village business. Refer to SECTION 5-3 for cell phone and electronic devices usage.

10-4. Medical Disability/Workers Compensation

Village employees are covered under the Illinois Workers Compensation Act. The Act provides for medical care and replacement of wages if you sustain an injury arising out of and occurring in the course of the employee's employment with the Village. Non job-related illnesses or injuries, or illnesses or injuries not related to the performance of the employee's assigned duties are not covered under the Act.

A. Conditions:

1. Any work-related injury or illness (even if the employee is uncertain if the injury or illness is work-related but suspects it might be work-related) must immediately be reported directly to the Deputy Clerk if the Department Head cannot be reached directly.
2. Failure to immediately report an injury or illness may jeopardize the employee's eligibility for workers' compensation benefits.
3. Upon notification, the Village shall instruct the employee to report to an occupational health facility or physician for an examination or treatment. In the case of an emergency, the employee should go to the nearest hospital emergency room for treatment and then utilize an occupational health facility if additional treatment is necessary.
4. All medical evaluations by any licensed physician must be submitted to the Department Head for the duration of your period of leave.
5. The Village reserves the right to have the employee examined by a licensed physician of its own choice at any time during the period of leave. This examination will be at the

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Village's expense and the physician will submit the results to the Village. The employee is entitled to a copy of the results.

6. The Village may assign an injured employee to a modified duty assignment in accordance with the Village's Light Duty/Return to Work Program.
7. No employee shall be allowed to return to work without a statement from a physician approving the employee's return to work without restrictions, or with restrictions acceptable to the Village.
8. The Village reserves the right to reassign the employee to another position at the same pay and benefits the employee received at the time of the injury.
9. When an employee has been released by a licensed physician to return to work on a modified duty basis, the employee may periodically be requested to return for medical evaluations. For these doctor visits, the employee will be compensated at the employee's current rate of pay only for the period of time necessary for the visit, including reasonable transportation time. The Village reserves the right to verify the time of the visit. Time taken over and above that which is necessary will be charged to the employee's available sick, personal or other time off. If the employee does not have any available time, the employee will be compensated only to the extent required by law.

10-5. Light Duty/Return to Work

The Village may require an employee suffering from a work related injury to return to work in an available light duty assignment according to the following guidelines:

1. The Department Head, under the direction of the Village Board, shall make the determination, adjustment and termination of light duty assignments.
2. Employees receiving a disability pension are not eligible for light duty.
3. No on-duty employee will be moved from his or her regular job in order to create a light duty assignment.
4. If no light duty assignments are available, the employee may be placed on the appropriate leave until full duty is possible. In the event that an employee becomes disabled for an extended period of time (as governed by the applicable pension plan), that employee must file for a disability pension under the provisions of their pension plan (Contact an IMRF Representative).
5. Light duty is limited to no more than sixty (60) calendar days in length and will only be considered when the Village reasonably expects that the employee will be able to return to his or her position within a reasonable period of time.
6. While on light duty the employee will be paid his or her regular salary.

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7. Light duty assignments need not be confined to the employee's home department. A review of Village departmental needs and the employee's capabilities may result in an assignment in any department of the Village.
8. Signed authorization from the injured employee's assigned workers compensation physician must be provided, as a condition to initially return to work and thereafter, on a bi-weekly basis detailing the employee's ability to return to full duty. No employee who has been limited in duty may return to full duty without written approval from the physician. The Village may request a second doctor's opinion.

10-6. Fire Prevention

Village employees should be familiar with the fire exits and the location of fire equipment in the work area. All hazardous conditions that might result in a fire should be reported immediately to a Department Head.

10-7. Driver's License Checks

Applicants – Following a conditional offer of employment, the Village will check motor vehicle records of any job applicant where driving is an essential job function. The driving record check will include review of any appropriate state records based on the employee's application and resume. If an applicant has a driving record that meets or exceeds the criteria listed under the Unacceptable Status, the applicant will not be hired.

Existing Employees – It is incumbent upon the employee to notify the Village of any change in status of their driver's license. The Village may check the motor vehicle records for all current employees on an annual basis. Any employee without a valid driver's license will not be allowed to operate a Village vehicle or drive on Village business. If driving is an essential job function and the employee cannot be reasonably accommodated, the employee will be terminated. If obtaining and maintaining a Commercial Driver's License is a requirement of the position held with the Village, the Village will reimburse the employee for the cost of obtaining said license (currently \$65.00) from the Illinois Secretary of State.

SECTION 11 – LEAVES OF ABSENCE

11-1. Vacation Leave

Vacation time is granted to allow Village employees to rest, relax and pursue special interests. Vacation time may also be used during an employee's own illness, to care for an ill child or for medical, legal or other personal business appointments which can only be scheduled during normal Village operating hours.

Full time employees will be granted vacation time immediately upon becoming a full-time employee. An employee moves to the next level of Vacation time on the anniversary date of their employment.

The amount of vacation time for full time employees, other than police officers assigned to a 12-hour shift, is as follows:

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FULL TIME EMPLOYEES

Employees will receive 2 weeks (80 hours) of vacation time upfront upon their date of hire, and their next year's vacation time will be added on their anniversary each year.

For full-time police officers working 12-hour shifts, their vacation time will be calculated based on their shift schedule. They will receive an equivalent of 2 Weeks (84 Hours) of vacation upfront upon their date of hire, with replenishment on their anniversary each year. An employee may negotiate their starting amount vacation time at the date of hire with the village, with emphasis on prior relevant experience. Written approval is required by the village administrator.

The amount of vacation time received each year will follow the following schedule:

Vacation Scale for Regular Full-Time Employees (80 hours in 14 days)

- **0-1 Year of Service:** 80 hours (2 weeks)
- **2-5 Years of Service:** 120 hours (3 weeks)
- **6-10 Years of Service:** 160 hours (4 weeks)
- **11-15 Years of Service:** 176 hours
- **16-20 Years of Service:** 192 hours
- **20+ Years of Service:** 200 hours (5 weeks)

Vacation Scale for Police Officers (84 hours in 14 days)

- **0-1 Year of Service:** 84 hours (2 weeks)
- **2-5 Years of Service:** 126 hours (3 weeks)
- **6-10 Years of Service:** 168 hours (4 weeks)
- **11-15 Years of Service:** 184.8 hours
- **16-20 Years of Service:** 201.6 hours
- **20+ Years of Service:** 210 hours (5 weeks)

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PART TIME EMPLOYEES

For part time employees, In compliance with 820 ILCS 192/15, Paid leave under this Act shall accrue at the rate of one hour of paid leave for every 40 hours worked up to a minimum of 40 hours of paid leave or such greater amount if the employer provides more than 40 hours. In their first year of employment, an employees accrual rate will be 0.025 hour per hour worked, with a maximum annual vacation of 40 hours. After two full years of continuous service, part time employees will continue to follow the schedule below for vacation accrual:

Years Worked	Accrual Rate	Max. Annual Vac.
Up to 2 years	0.025 hour per hour worked.	40 hours
3-7 years	.038500 hour per hour worked (based on 60 hour maximum) for maximum 2.31 hours per pay period	60 hours
8-13 years	.057750 hour per hour worked (based on 60 hour maximum) for maximum 3.46 hours per pay period	90 hours
14 - 19 years	.076875 hour per hour worked (based on 60 hour maximum) for maximum 4.61 hours per pay period	120 hours

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20 years – on .096125 hour per hour 150 hours
worked (based on 60 hour
maximum) for maximum
5.76 hours per pay period

DEPARTMENT HEAD VACATION

Department Head vacation time will be recommended by the Village Administrator, and determined by the Village Board at the time of hire. The minimum amount will be two weeks.

A. Utilizing Vacation Hours

A new employee may not use vacation until after completion of six (6) months of continuous service, unless Department Head approval is obtained and the procedure listed in Section 11.1 above is followed. Similarly, vacation hours may not be used by any other employee until they have been accrued unless Department Head approval is obtained as described hereinabove and the procedure listed in Section 11.1 hereinabove is followed. Employees will stop accruing vacation hours upon reaching a total of two hundred and forty (240) unused vacation hours which is equal to 6 weeks vacation based on a 40 hour work week per pay period. Full time non-exempt police officers assigned to a 12 hour shift will stop accruing vacation hours upon reaching a total of two hundred and fifty-two (252) unused vacation hours which is equal to 6 weeks vacation based on a police officer averaging a 42 hour work week per pay period since full-time non-exempt police officers work 48 hours one week of the pay period and 36 hours the other week of a given two-week pay period. Vacation time will cease to accrue once the maximum amount has been reached. The final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the Department Head or Village Administrator in order to ensure the orderly performance of the services provided by the Village. However, except as provided otherwise by department rule, no more than one (1) employee may be off from each department at one time. If there is a conflict, the employee who requested the vacation time first shall have his or her request granted. If two or more employees submit their vacation request on the same day, then the employee with more seniority will have first priority. An employee who wishes to change scheduled vacation may be unable to do so with the approval of his Department Head or Village Administrator without at least two (2) weeks prior to the new vacation dates. A Department Head may cancel vacation in the event of an emergency operational need. Employee requests for vacation should be submitted to the appropriate Department Head in an amount of time in advance to be established by written policy by each department head.

The maximum consecutive use of vacation leave is ten (10) work days unless the Village Administrator or Department Head believes that work and staffing requirements will permit added usage.

Upon separation from service with the Village, all benefits cease and no longer accrue.

B. Payment for Vacation Hours

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Regular full-time and part-time employees whose employment with the Village ends after they have completed twelve (12) months of employment, shall receive a lump sum check as compensation for any unused vacation time, at a prorated amount. The lump sum check shall be at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's last day of employment with the Village.

C. Requests for Exceptions to the Use and Compensation of Vacation Time

1. Employees may request an exception in writing to the Department Head.
2. Requests for exceptions are discouraged, however, may be granted in certain unusual circumstances.
3. The authorization of any exceptions to this policy is left entirely to the discretion of the Department Head or Village Administrator and can be denied for any reason.

11-2. Sick Leave

Subject to the terms of use below, a full-time employee may use paid sick leave for absences due to an illness, injury, parental leave, or medical appointment of the employee, employee's children and/or step-children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

- A. Eligibility: All full-time employees, probationary or regular, shall accrue sick leave at a rate of one (1) sick day (eight (8) hours for regular full time employees based on a 40 hour work week or 8.4 hours for full time non-exempt police officers assigned to a 12 hour shift based on an average 42 hour work week per pay period) per month of work completed. Part time employees are not eligible for sick leave.
- B. Carry-Over: An employee must work a minimum of one half (1/2) the normal work days per month to be credited with a sick leave day. Employees will accrue unused sick time and may carry that sick time over from year to year until the employee accumulates a maximum of two hundred and forty (240) days.
- C. Sick Leave Incentive: If an employee accumulates 240 days of sick leave and maintains the 240 day balance for a continuous 12 month period without using any sick leave, the employee shall receive 8 hrs. pay at the end of the 12-month period, except for non-exempt full-time police officers working a 12 hour shift who shall receive 8.4 hours pay at the end of the 12-month period. This incentive shall apply to subsequent continuous 12-month periods which begin with a 240 day balance and during which no sick leave days were used provided that the 12 month periods do not overlap.
- D. Unused Sick Leave at Separation: Employees shall not be paid for unused accrued sick leave upon separation from Village service. IMRF eligible employees may be entitled to convert their sick leave benefits to IMRF service credits pursuant to IMRF service rules.
- E. Sick Leave Notification: In the event that an employee is unable to work due to illness, injury, medical appointment, parental leave, the employee must inform his/her Department Head

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prior to the start of the scheduled work day. Refer to Section 5-14 for proper communication. Failure to inform the Department Head each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of pay for the day or days involved and/or further disciplinary action. If the illness lasts three (3) or more days or if there is repeated occurrence of illness, the Department Head or Village Administrator shall require a medical certificate from the employee's attending physician.

- F. Abuse of Sick Leave: Proper utilization of sick leave should not interfere with the overall productivity of the department. Therefore, it is appropriate that corrective steps be taken if an employee abuses sick leave or has prolonged and/or frequent absences which interfere with department operations. Corrective steps may include; medical consultations, or informal or formal disciplinary warnings; in some cases, dismissal may be appropriate.
- G. Workman's Compensation: Sick leave is not applicable for absences due to work related injury for which compensation has been provided under Worker's Compensation Act.
- H. Sick Leave in Coordination with Paid Time Off: An employee who is absent the day immediately preceding or following paid time off (i.e. vacation, personal, holiday), shall only be able to use personal leave or vacation leave for the missed time. Sick leave may only be authorized if a clearly identifiable and documented injury or sickness has occurred. Employees must submit a doctor's note or other reasonable evidence in order to be granted sick leave.

11-3. Personal Leave

All regular full-time employees are eligible to utilize 16 hours accrued sick time per fiscal year for personal reasons other than illness. All police officers working 12-hour shifts are eligible to utilize 24 hours of accrued sick time per fiscal year for personal reasons other than illness. Notice of utilization of these personal days should be given two (2) weeks prior to the request, unless otherwise approved by the Department Head.

11-4. Holidays

The Village shall celebrate 10 holidays with pay for regular, full-time employees. The holiday schedule for the given year will be set by the Village Administrator; however, traditionally the following holidays have been provided by the Village.

- | | |
|------------------------|--|
| • New Year's Day | January 1 st |
| • Good Friday | According to calendar |
| • Memorial Day | Last Monday of May |
| • Independence Day | July 4 th |
| • Labor Day | September (first Monday) |
| • Thanksgiving Holiday | 4 th Thursday of November & the Friday that follows |
| • Christmas Eve | December 24 th |
| • Christmas Day | December 25 th |
| • New Year's Eve | December 31 st |

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In the event a holiday falls on a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday.

Regular part time employees will be paid for hours normally worked if the holiday falls on a regularly scheduled work day. Temporary, seasonal, or intern employees who are hired for a specific purpose are not eligible for this benefit.

If any holiday mentioned above falls on a full-time employee's regularly scheduled day off, the employee shall be granted another day off.

When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited.

Non-sworn full-time employees not scheduled to work on any designated holiday but are called in to work on the holiday, shall receive the overtime rate of pay in addition to the holiday pay for actual hours worked.

When a police officer's regular workday falls on the actual day of a holiday, the police officer shall receive one and one-half (1 1/2) times the police officer's regular straight time hourly rate of pay for all hours worked in addition to the holiday pay, as provided above. When a police officer is called in from his/her regular day off on the actual day of a holiday, the police officer shall be paid at an overtime rate of one and one half (1 1/2) times their regular straight time hourly rate of pay for all hours worked in addition to holiday pay.

The holiday shall be defined as beginning twelve (12) midnight (00:00 hours) the day of the holiday and ending at 11:59 p.m. (23:59 hours) the same day.

11-5. *Compensatory Time In Lieu Of Cash Overtime.*

The Federal Fair Labor Standards Act, being 29 U.S.C. §§ 201 et seq., allows public employers to compensate non-exempt employees for hours worked in excess of 80 with compensatory time off ("comp time") in lieu of cash overtime compensation for Village Staff, and 84 hours for the Police Department. Such comp time must be credited at a rate not less than one and one-half hours for each hour of employment.

Exempt Salaried Employees may also be granted comp time at a rate of one to one on hours worked over 80 in a pay period. These employees must receive written permission from the department head or Village Administrator. Comp Time for salaried employees is only allowable for emergency or essential needs of the Village, including but not limited to Snow Plowing, Working a Special Event, Emergency/Storm Response. An exempt salaried employee is not eligible to receive comp time for hours worked in the normal day-to-day work, for the attendance at Village Meetings, etc.

Employees may only be compensated with comp time in lieu of cash overtime if the employee agrees, prior to performing the work in question, to be compensated with comp time instead of cash overtime. Employees may only accrue up to 80 hours of comp time, and no more than a combined 240 hours (252 hours for police officers) of comp time and vacation time.

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Employees will be permitted to use their accrued comp time within a reasonable period after making a request so long as the use of the comp time does not unduly disrupt the operations of the employee's department. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than either the average regular rate received by the employee during the last three years of the employee's employment.

The ability to earn comp time in lieu of cash overtime may only be available to certain employees, job titles or assignments. Any questions or concerns regarding comp time should be directed to the employee's department head and/or the Village Administrator

There are restrictions on the accumulation of comp time, which include the following.

1. Comp time can not be accumulated in any pay period in which an employee also uses an already accumulated comp time.
2. Comp time can not be used in conjunction with holidays. Holiday hours cannot be compensated in comp time.
3. Comp time can not be used in conjunction with vacation or personal days.

11-6. Bereavement Leave

All employees who have a member of his/her immediate family pass away shall receive up to three (3) consecutive days off with pay as bereavement leave. An additional day may be granted at the discretion of the Department Head for extended travel requirements.

"Immediate Family" shall be defined as a spouse, mother, father, mother-in-law, father-in-law, children (including pregnancy loss), sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step-parents, step-children, foster child, or foster parent, or any relative living in the same household with the employee.

If additional time is necessary, the employee has the option to use accrued benefit time. Time for attendance at a funeral for non-immediate family members and others may be granted utilizing accrued benefit time or time off without pay or made up within the same pay period.

While it is understood that the nature of bereavement leave can be unexpected, the employee is expected to provide as much notice as possible to their Department Head if they intend to take time off from work to attend the funeral or burial.

11-7. Jury/Court Leave

Any regular full-time employee who is required to serve on a jury or as a result of official duties is required to appear before a court, legislative committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. Court payments for travel expenses are to be retained by the employee. A probationary employee called will have his/her probationary period extended by the same amount of time as required for serving on jury duty.

An employee who receives notice of jury duty or witness service must notify his/her Department Head immediately in order for arrangements to be made to cover the position. The Village

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reserves the right to request that an employee who is called for jury duty to be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.

All employees must provide written notice and a copy of a jury summons to his/her Department Head as promptly as possible before reporting for jury duty. Following jury duty, all employees must provide the Village with appropriate documentation evidencing the length of jury duty. Time away will not affect accrued time off.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless vacation or personal time is utilized.

11-8. Leave of Absence without Pay

The following guidelines provide an outline for requesting a leave of absence without pay:

- A. A regular, full-time, non-probationary employee may request a leave of absence for good cause by completing a Leave of Absence form (see Appendix G of this Manual). Good cause includes, but is not limited to, injuries which render the employee temporarily unable to perform his or her job, or other personal reasons. The request must be made in writing to the Department Head or Village Administrator stating the reason(s) for the request, why the request should be granted, and the date when the leave is to commence and terminate. The determination of whether the reason for the request does in fact constitute good cause is solely at the determination of the Department Head.
- B. An initial request for a leave of absence must be for a period not to exceed thirty (30) working days. Upon the showing of good cause, such a request may be renewed subject to all of the requirements of the original request.
- C. Employees applying for a leave of absence must be aware that any position in the Village is subject to elimination. Absolute assurance of reinstatement, therefore, cannot be given. Reinstatement shall always depend upon the needs of the Village as determined by the Department Head in conjunction with the Village Administrator.
- D. An employee, once granted a leave of absence, shall not be entitled to the accrual of benefits for the duration of the leave. An employee may choose to continue participation in the group health and/or life insurance plans at the expense of the employee.
- E. A regular employee returning from a leave of absence without pay will have his/her anniversary date extended by the same length of time the employee was on leave without pay.

11-9. Military Leave

The Village of Winnebago is proud to honor our employees and applicants who serve our country and thereby recognize and voluntarily follow the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Illinois Service Member Employment and Reemployment Rights Act (ISERRA). The Village will not discriminate against an applicant or an employee on the basis of past military service, current military obligations, or intent to serve.

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This policy applies to persons who perform duty in the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services and the National Guard of any State or State Guard, whether active or reserve.

In order to receive a military service leave, employees must notify their supervisor of any upcoming military duty and provide the Village with a copy of the orders and any additional documentation as requested in order to facilitate the proper administration of leave, differential pay and benefits. In accordance with state and federal law, upon the completion of active duty, employees must request reinstatement on a timely basis after completion of service as required by law to resume employment with the Village.

Rules for reinstatement are:

- A. If the period of uniformed service is less than 31 days, an employee must report to the Village no later than the beginning of the first full regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight-hour rest period. If this is impossible or unreasonable, then as soon as possible thereafter.
- B. If the period of uniformed service is more than 30 days but less than 181 days, an employee must apply for reinstatement no later than 14 days after military service is completed.
- C. If the period of military service is greater than 180 days, an employee must apply for reemployment no later than 90 days after service is completed.
- D. For service-connected injury or illness, reporting and application deadlines will be extended for up to two years for those hospitalized or convalescing.

Any full-time employee who is a member of a reserve component of the Armed Services, including the Illinois National Guard, will receive leave during their annual training commitment ordered by the Armed Services. During this leave, generally for a period not to exceed 30 days, the employee shall continue to receive regular Village compensation and will continue to accrue benefits.

Any full-time employee who is a member of a reserve component on military leave for active service will be eligible for continuing differential pay as authorized by law:

- A. An employee who is a member of a reserve component and performs qualifying voluntary active service is eligible for up to 60 work days of differential compensation in a calendar year.
- B. An employee who is a member of a reserve component and is ordered to perform involuntary active service is eligible to receive additional differential compensation.

Differential compensation is only paid for those work days where the employee would otherwise have been scheduled to work as a Village employee. Work hours extending over two calendar days counts as two work days when calculating differential compensation.

Employees serving more than 30 days may elect to continue the Village's health care plan for up to 24 months. An employee who is a member of a reserve component can elect to have the

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employee's portion of the health insurance withheld from any differential pay. If the employee is not receiving payment from the Village, the employee will be required to submit the employee's portion of the premium in a timely manner. All other employees must make appropriate arrangements for payment of the full insurance premium. If the employee does not choose to continue the Village's health insurance during the leave, the employee shall be permitted immediate reinstatement into the group health plan when the employee returns from military service. For military service of less than 31 days, health care coverage will be provided as if the service member had remained employed.

For purposes of pension plan participation, vesting, and accrual of benefits, uniformed service will count as continuous service with the Village, provided employees meet any statutory requirements.

If necessary, during a military leave of absence, an employee will receive a performance evaluation in the manner provided by law.

Upon re-employment, an employee will be restored to his or her position having the same status and pay as determined by seniority. In addition, the employee will be deemed to be on leave of absence and is entitled to the non-seniority rights accorded other similarly-situated individuals on non-military leaves of absence.

11-10. Family Medical Leave of Absence (FMLA) Policy

A. FAMILY MEDICAL LEAVE

In accordance with the Family and Medical Leave Act, effective August 5, 1993, the Village of Winnebago will grant unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for the following reasons:

1. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
2. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
3. The employee's own serious health condition (work or non work-related) that makes the employee unable to perform the functions of his/her position.

Definitions:

1. "12-Month Period" - means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Spouse" - does not include unmarried domestic partners. If both spouses work for the Village of Winnebago, their total leave in any 12-month period may be

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limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.

3. "Child" - means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
4. "Serious Health Condition" - means an illness, injury, impairment or a physical or mental condition that involves:
 - a. In-patient care; or
 - b. Any period of incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; or
 - c. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
 - d. Prenatal care by a health care provider.
5. "Continuing Treatment" - means:
 - a. Two or more visits to a health care provider; or
 - b. Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or
 - c. A single visit to a health care provider that results in a regiment of continuing treatment; or
 - d. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

Coverage and Eligibility:

1. To be eligible for family/medical leave an employee must:
 - a. Have worked for the Village of Winnebago for at least 12 months; and
 - b. Have worked at least 1,250 hours over the previous 12-month period.

Intermittent or Reduced Leave:

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1. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when “medically necessary.”
 - a. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
 - b. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
2. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the Village’s consent.
3. For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee’s normal workweek.

Substitution of Paid Sick and Vacation Time:

1. An employee will be required to substitute accrued paid vacation and personal leave for any part of a family/medical leave taken for any reason, except a work related serious health condition of the employee. An employee will be required to substitute accrued paid sick leave for family/medical leave for the employee’s own non-work related serious health condition.
2. When an employee has used accrued paid sick, personal and/or vacation time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.

Notice Requirement:

1. An employee is required to give 30 days’ notice in the event of a foreseeable leave. A “Request for Family/Medical Leave” form (see attached) should be completed by the employee and returned to the employee’s Department Head. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed “Request for Family/Medical Leave” form.

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2. If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.
3. The Village may also place the employee on family/medical leave, without a request, if it has sufficient evidence of the employee's entitlement to such a leave.

Medical Certification:

1. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Physician or Practitioner Certification" form (see attached) and return the certification to the employee's Department Head. Medical certification must be provided by the employee within 15 days after requested, or as soon as is reasonably possible.
2. The Village of Winnebago may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.
3. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

Effect on Benefits:

1. An employee granted a leave under this policy will continue to be covered under the Village of Winnebago's group health insurance plan and life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
2. Employee contributions will be required either through payroll deduction or by direct payment to the Village of Winnebago. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.
3. If an employee's contribution is more than 30 days late, the Village of Winnebago may terminate the employee's insurance coverage.
4. If the Village of Winnebago pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
5. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered

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family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the Village of Winnebago may seek reimbursement from the employee for the portion of the premiums paid by the Village on behalf of that employee (also known as the employer contribution) during the period of leave.

6. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

Job Protection:

1. If the employee returns to work within 12 weeks following a family/medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
2. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
3. If the employee fails to return within 12 weeks following a family/medical leave, the employee will be reinstated to his/her same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

Family/Medical Leave Forms to be submitted by the Employee:

1. Request for Family/Medical Leave
2. Physician or Practitioner Certification
3. Family Member/Serious Health Condition
Employee/Serious Health Condition

This policy is subject to change, addition, rescission or modification by the Village at any time and without prior notice.

Family Military Leave Act Policy:

The Village will provide employees who have worked for the Village for at least 12 months with unpaid Family Military Leave in accordance with state and federal law if an employee has also worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Pursuant to the Family Medical Leave Act ("FMLA"), an employee who is a spouse, parent or child of an individual who : a) is a member of a regular component of the Armed Forces deployed to a foreign country; or b) who is a member of a reserve component of the

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Armed Forces called or ordered to active duty and deployed to a foreign country under a call or order to active duty may be eligible for leave to attend to exigencies arising out of such active duty (" Non-Medical Family Military Leave") or to provide care for a servicemember ("Medical Family Military Leave").

Non-Medical Family Military Leave: An eligible employee may take up to twelve weeks of leave to attend to exigencies arising out of the fact that the spouse, or a son, daughter, or parent, of the employee has been deployed to a foreign country or has been called or ordered for such deployment. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, elder care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. An eligible employee who is the grandparent of an individual called to military service lasting longer than 30 days and who has exhausted all other paid leave may be eligible to take up to 30 days of unpaid leave consistent with state law.

If the employee' s need for leave is foreseeable, the employee must give the Village at least 14 days prior written notice if the employee is requesting leave for 5 or more days. Where the need for leave is not foreseeable or where the employee needs to take fewer than 5 days of leave, the employee is expected to notify the Village of the need for time off as soon as the employee learns of such need, generally on the same day and in the same manner as reporting other absences from work. Such leave may be taken intermittently or on a reduced schedule.

The Village will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Employees will be required to use accrued vacation and personal time during Non-Medical Family Military Leave. To the extent this leave extends beyond all such accrued leave, the remainder of the leave will be unpaid. Also, Non-Medical Family Military Leave will be counted against the employee' s annual twelve week FMLA allotment as measured on a rolling backward basis. An employee will not be entitled to more than twelve weeks of Non-Medical Family Military or FMLA leave, paid or unpaid. During an approved Non-Medical Family Military Leave, employees remain entitled to continue group health insurance as if the employee continued to be actively employed. When leave is unpaid, employees must arrange to pay their portion of the health insurance premium, as the employee' s health coverage may cease if the premium payment is more than 30 days late. Employees will be required to report on the employee' s status and intent to return to work as established by the Village at the time of leave based on the facts and circumstances related to the employee' s leave situation.

At the conclusion of Non-Medical Family Military Leave, an employee shall be restored to his or her same position with the Village or to an equivalent position. If the employee fails to return from leave, the employee may be required to reimburse the Village for the cost

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of the premiums it paid to continue the employee's health insurance during leave, unless the employee cannot return to work due to circumstances beyond his or her control.

Medical Family Military Leave: If eligible, an employee may take up to twenty-six (26) weeks to care for a spouse, parent, child or an individual for whom the employee is the nearest blood relative: a) who has a serious injury or illness that was incurred in or that existed prior to and was aggravated in the line of duty while on active military and that may render the servicemember medically unfit to perform the duties of his or her military position; or b) who is a veteran who undergoes medical treatment, recuperation or therapy for such a serious injury or illness during a 5-year period following discharge from duty. Such leave must be completed within 12 months from the first day Family Military Leave is taken. Such leave may be taken intermittently or on a reduced schedule subject to the employee providing appropriate notice of the need for leave and certification from the servicemember's health care provider.

If the employee's need for leave is foreseeable, the employee must give the Village at least 30 days prior written notice. Failure to provide such notice may result in a delay or denial of leave. Where the need for leave is not foreseeable, employees are expected to notify the Village of the need for time off as soon as the employee learns of such need, generally on the same day and in the same manner as reporting other absences. Such leave may be taken intermittently or on a reduced schedule.

The Village will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a delay or denial of leave. Employees will be required to report on the employee's status and intent to return to work as established by the Village at the time of leave based on the facts and circumstances related to the employee's leave situation.

Employees will be required to use accrued vacation, personal and eligible sick time during Medical Family Military Leave. To the extent this leave extends beyond all such accrued leave, the remainder of leave will be unpaid.

Medical Family Military Leave will be counted against an employee's annual twelve-week FMLA allotment. An employee may take leave for other qualifying reasons under the FMLA during the twelve-month window that the employee is eligible for Medical Family Military Leave; however, combined leave under the FMLA is limited in two key regards: 1) an employee may not take more than twelve weeks of leave for any other reason than Medical Family Military Leave; and 2) any Medical Family Military Leave that is taken cannot exceed the difference between twenty-six weeks and the amount of leave taken within the employee's twelve-week allotment for other qualifying reasons. If a husband and wife both work for the Village and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

During an approved Medical Family Military Leave, employees remain entitled to continue group health insurance as if the employee continued to be actively employed. When leave is unpaid,

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the employee must arrange to pay his or her portion of the health insurance premium, as health coverage may cease if the employee's premium payment is more than 30 days late. At the conclusion of Medical Family Military Leave, the employee shall be restored to his or her same position with the Village or to an equivalent position. If the employee fails to return from leave, the employee may be required to reimburse the Village for the cost of the premiums it paid to continue health insurance during leave, unless the employee cannot return to work due to circumstances beyond the employee's control.

11-11. School Conference and Activity Leave

Pursuant to 820 ILCS 147, School Conference and Activity Leave Act, all regular, full and part-time employees, who are parents of school children from kindergarten through twelfth grade, are eligible to use up to eight (8) hours of unpaid time off per school year, per child, to attend necessary educational conferences or activities at their children's school, if the employee is unable to meet with educators because of a work conflict; or, if the activity cannot be scheduled during non-work hours. No more than four hours of school visit leave may be taken on the same day.

No school visitation leave may be taken by an employee unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee except sick leave and disability leave.

Before attending a school conference or activity, the employee must provide a written request for leave at least seven days in advance. In emergency situations, no more than 24 hours is required.

An employee who utilizes this leave may choose the opportunity to make up the time on a different day. An employee is not required to make up the time taken; but, if an employee does not make up the time, the employee will not be compensated for the leave. An employee who does make up the time will be paid the same rate as paid for normal working time. The Village will make a good faith effort to permit an employee to make up the time; but, if no reasonable opportunity exists, the employee will not be paid for the time.

The employee must submit a completed Illinois Department of Labor School Visitation Form, with the required school administrator's signature, to the Department Director following the school visit. Failure to submit the verification document within two days of the visit may subject the employee to discipline for an unexcused absence from work.

11-12. Employee Blood Donation Leave

Pursuant to 820 ILCS 149, Employee Blood Donation Leave Act, all regular, full time employees may be granted one hour or less of paid leave time every 56 days or more for the purpose of donating blood in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other national recognized standards.

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Employees must submit a written request for leave with their Department Head in advance. Medical documentation of the proposed blood donation is required for approval. Documentation should be submitted by the employee to his/her Department Head with as much advance notification as possible. The medical documentation may consist of a written statement from the blood bank indicating that the employee has an appointment to donate blood.

An employee will not be required to use accumulated sick or vacation benefit time for the period used to donate or attempt to donate blood.

The employee must submit a written statement from the blood bank confirming that the employee kept their appointment and attempted to donate blood in order to be eligible for paid leave.

If the employee does not keep his or her appointment with the blood bank, the employee will not be compensated for the leave. The employee may choose the opportunity to make up the time at a different time or on a different day. An employee is not required to make up the time taken; but, if an employee does not make up the time, the employee will not be compensated for the leave. An employee who does make up the time will be paid at the same rate as paid for normal working time. The Village will make a good faith effort to permit an employee to make up the time; but, if no reasonable opportunity exists, the employee will not be paid for the leave. Failure to submit confirmation that the employee kept his or her appointment to donate blood, within two days of the appointment date, may subject the employee to discipline for an unexcused absence from work.

The one-hour period may be retained by the employee if the attempt to donate blood is unsuccessful, as determined by the blood bank.

Employees who feel they have been denied leave to donate blood in accordance with this policy may seek to remediate the dispute through the Deputy Clerk's office. For further information or clarification regarding Illinois' Employee Blood Donation Leave Act, contact the Deputy Clerk.

11-13. Victim's Economic Security and Safety Act ("VESSA")

The purpose of this policy is to inform employees of their rights under the Victims' Economic Security and Safety Act (the "Act"), 820 ILCS 180/1. Subject to certification requirements outlined below, an employee shall be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period if that employee is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence.

A. Eligibility for Leave

1. seek medical attention for or recovering from physical or psychological injuries;
2. obtain services from a victim services organization;
3. obtain psychological or other counseling;
4. participate in safety planning, temporarily or permanently relocating, or taking other actions to increase safety from future domestic or sexual violence or insure economic security; and/or

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5. seek legal assistance or remedies, including preparing for or participating in any civil or criminal proceeding related to or derived from domestic or sexual violence.

The leave may be taken intermittently or on a reduced work schedule.

B. Notice

The employee shall provide the Village Administrator with at least forty-eight (48) hours advance notice of the employee's intention to take the leave, unless such notice is not practicable. The Village will not take any action against the employee if an unscheduled absence occurs provided the employee provides the proper certification set forth below as soon as is practicable.

C. Confidentiality

All information provided to the Village pursuant to this policy shall be retained in the strictest confidence by the Village, except for disclosure requested or consented to in writing by the employee or otherwise required by state or federal law.

D. Certification

Upon taking leave, the employee shall provide to the Village a sworn statement (Appendix H) and obtain one of the following documents:

1. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, County or Circuit Court, or a medical or other professional from whom assistance has been sought in addressing domestic or sexual violence and the effects of the violence;
2. A police or court record; or
3. Other corroborating evidence as determined sufficient by the Department Head.

E. Employee Benefits

Upon returning to work after taking leave enumerated under this policy, the employee shall be restored to the position held prior to taking leave or to an equivalent position. The employee shall retain any employment benefits accrued prior to the date on which leave commenced. However, nothing in this policy shall be construed to entitle any restored employee to have accrued any seniority or employment benefits during any period of leave or any right, benefit, or position of employment that the employee would not have received had they not taken leave. Additionally, the Village shall maintain coverage for the employee and family or household member under any group plan for the duration of such leave at the leave and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

In the event that the employee fails to return from leave under this policy after the period of leave to which the employee is entitled has expired and for reasons other than, the

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continuation, reoccurrence or onset of domestic or sexual violence, the Village may recover from the employee the premium that the Village paid for maintaining the level of coverage for the employee.

According to the provisions of the VESSA Act as amended, employees may use paid time off or unpaid time off for VESSA leave. Any paid time off used for VESSA Leave may not be counted toward the 12 week leave provision.

Nothing in this subsection shall be construed to prohibit the Village from requiring an employee on leave to report periodically to the Village.

11-14. Time off to Vote (10 ILCS 5/17-15)

Employees are encouraged to vote in national, state, and local elections. If voting within the time limits of an election is a problem due to working hours, employees are encouraged to consult with their immediate Department Head to make arrangements according to Illinois law.



Agenda Item Executive Summary

Item Name Road Salt Projected Expenses Committee or Board Board

BUDGET IMPACT

Amount:	\$29,150.34 - \$43,663.49	Budgeted:	N/A
List what fund:	01-42-514		

EXECUTIVE SUMMARY

The Village has participated in the state purchase for road salt for several years. This results in competitive fixed rate pricing, increased reliability of delivery and reduced administrative burden to the village. By participating in the survey process and providing estimated volumes, the Village has committed to taking delivery of a minimum of 80% of the estimated volumes. The Village can purchase up to 120% of the estimated volumes at the contract price.

This document serves to acknowledge the preliminary details regarding the road salt contract for the Village of Winnebago through Central Management Service. Since Central Management Service is currently out to bid, the specifics of pricing and which vendor will be used will be determined at a later date.

The estimated purchase price for the contract includes a built-in 5% inflation adjustment from last year's pricing to account for potential price fluctuations, and will likely be set at \$103.37 or less, per ton. The Village submitted a request for 352 tons of road salt for this upcoming winter season. Given the estimated price, the Village will be committed to acquiring a minimum of 282 tons of road salt, amounting to a minimum expenditure of \$29,150.34. The price agreement is valid for up to 422 tons, which would represent a maximum potential expenditure of \$43,663.49. Further specifics, such as the lowest bidding vendor and pricing, will be confirmed as the contract details are finalized.

ATTACHMENTS (PLEASE LIST)

N/A

ACTION REQUESTED

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

MOTION:

Staff: Chad Insko, Public Works Director Date: 9/9/24