VILLAGE OF WINNEBAGO

COMMITTEE OF THE WHOLE

February 19, 2025 at 6:05 PM

108 West Main Street and Virtually

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

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

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

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

6. **PUBLIC COMMENT**

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

7. **APPROVAL OF MINUTES**
   - a. Approval of Committee of the Whole Meeting Minutes from February 5, 2025
8. **DISCUSSION**
   - a. Grocery Tax Discussion
   - b. Ordinance Adopting Zoning Fees
   - c. GIS Water Proposal - McMahon Associates
   - d. SCADA Upgrade - Strand Associates
9. **EXECUTIVE SESSION (CLOSED SESSION) Pursuant to 5ILCS 120/2(c)**
10. **NEW BUSINESS**
11. **ADJOURNMENT**

Posted: February 12, 2025, at 12:45 p.m. at 108 W. Main Street, Winnebago, IL

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

The Committee of the Whole Village of Winnebago was held on February 5, 2025, at 6:29 p.m.

ROLL CALL: ACKERMAN, LEFEVRE, and MCKINNON– Present
Absent: KIM – PITNEY and SMITH

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Lieutenant Nick Haff, Public Works Director Chad Insko, Treasurer Dana Novinson, Rachel Windgassen, and Duane Springer.

A quorum was established.

6. PUBLIC COMMENT – No one requested the opportunity to address the Board.

7. APPROVAL OF MINUTES
   A motion was made by MR. MCKINNON, seconded by MR. ACKERMAN to accept the minutes of the January 15, 2025, meeting as presented. Motion carried on a voice vote.

8. DISCUSSION
   Village Administrator Dienberg led a discussion of the proposed budget for the Motor Fuel Tax Fund and Operations and Maintenance for the Calendar Year 2025.

It was suggested the Treasurer review the water and Four Rivers Loans and verify planned pay-off dates.

President Eubank thanked Ms. Novinson and Mr. Dienberg for all their work on these budgets and the appropriation ordinance.

9. EXECUTIVE SESSION – not needed

10. NEW BUSINESS
    Chief White noted Officer McNeely will be out of the office for the next month as he and his wife will welcome their baby tomorrow.

11. ADJOURNMENT
    A motion was made by MR. LEFEVRE, seconded by MR. ACKERMAN to adjourn at 7:18 p.m. Motion carried on a voice vote.

UNAPPROVED

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Sally Jo Huggins, Village Clerk

Agenda Item Executive Summary

Item Name	Grocery Tax Ordinance Discussion	Committee or Board	Committee

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

EXECUTIVE SUMMARY

The **1% state grocery sales tax** has historically provided stable revenue to municipalities for essential services. While the state **temporarily suspended** this tax in 2022 and reimbursed municipalities, the passage of **Public Act 103-0781** permanently repeals the tax **effective January 1, 2026**, without replacement funding. Municipalities must now decide whether to **reimpose a local grocery tax** by ordinance before the **October 1, 2025** deadline or absorb the revenue loss.

The repeal follows a broader trend of **unfunded mandates**, shifting financial burdens to local governments. The Illinois Municipal League (IML) opposed the repeal, citing a **statewide loss of $325 million** for municipalities. While the state authorized a **1% general sales tax** as an alternative, **Winnebago is ineligible** due to an existing voter-approved tax via referendum.

A **regional approach** is being considered, with **NorthCOG municipalities** planning coordinated action in **June 2025**. The Village will evaluate revenue impacts, service implications, and legal considerations before deciding.

ATTACHMENTS (PLEASE LIST)

Staff Memo, IML Model Ordinance for Local Grocery Tax, IML Fact Sheet, Governor Pritzker's Press Release on Grocery Tax Repeal, IML Memo on Implementation Timeline

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☒Ordinance

☐Motion:

MOTION:

Staff:	Joseph Dienberg, Village Administrator	Date:	2/19/2025

VILLAGE OF WINNEBAGO

MEMORANDUM

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Prepared By:	Joseph Dienberg, Village Administrator
Meeting Name:	Committee of the Whole
Meeting Date:	February 19, 2025
Item Name:	Grocery Tax Ordinance Discussion

Background:

For decades, the State of Illinois imposed a 1% grocery sales tax, with all revenue dedicated to municipalities to support essential services such as police and fire protection, infrastructure maintenance, and public works. This stable funding source helped local governments avoid increasing property taxes or making significant service reductions.

In 2022, the state temporarily suspended the grocery sales tax as part of an election-year tax relief package, but it continued to reimburse municipalities from the state's General Revenue Fund, ensuring no financial shortfall. **However, in 2024, Governor Pritzker proposed a permanent repeal of the grocery tax,** framing it as a measure to reduce costs for residents. Unlike the temporary suspension, this repeal does not include any replacement funding from the state. Instead, municipalities are now left to decide whether to absorb the revenue loss or impose a local grocery tax.

Despite concerns raised by municipal leaders statewide, the Illinois General Assembly approved Public Act 103-0781, officially repealing the grocery tax effective January 1, 2026. The same legislation grants the authority for municipalities to reimpose a local 1% grocery sales tax by ordinance, without requiring a referendum. However, failure to act before the deadline will result in a complete loss of this revenue source.

Implications for Municipalities

The elimination of the grocery tax follows a broader trend of unfunded mandates being placed on local governments. While the state argues that municipalities have received additional revenues from sources such as cannabis sales and video gaming, these funds are often limited in scope, unreliable, or insufficient to cover the increasing costs of state-mandated expenses, such as:

- Escalating health insurance premiums for municipal employees
- Increased compliance costs due to new state regulations

While the repeal has been framed as a tax cut for residents, the reality is that municipalities must either identify alternative revenue sources or make difficult service reductions.

Regional Coordination and Next Steps:

Recognizing the challenges of enacting this tax individually, our **partner municipalities at NorthCOG** have expressed their intent to **pass this ordinance regionally around June 2025** and potentially hold a **joint press conference and press release**. This coordinated effort aims to reduce public scrutiny on any single municipality while ensuring a unified approach to maintaining financial stability.

Alternative Tax Options Considered

As part of **Public Act 103-0781**, when the state repealed the 1% grocery tax, it simultaneously granted **non-home rule municipalities the authority to impose an additional 1% general sales tax.** This option was intended to provide municipalities with an alternative means to offset the revenue loss, either in addition to or instead of reinstating the grocery tax.

However, after **consulting with the Illinois Municipal League (IML),** staff determined that the **Village of Winnebago is ineligible to impose this tax due to our existing referendum-based sales tax** that funds water infrastructure projects. Illinois law prohibits municipalities from imposing an additional non-home rule sales tax beyond what has already been approved by voter referendum.

This broader sales tax was evaluated because **it would impact residents less directly**, as it would be generated primarily at Winnebago Corners, often **paid by non-residents traveling on US 20.** Unfortunately, due to statutory limitations, this alternative is not available to the Village.

Next Steps for the Village of Winnebago:

Since the Board is not considering immediate action, staff will use the next few months to gather relevant financial data and provide a **detailed analysis of the potential revenue loss** should the Board choose not to reinstate the grocery tax.

At an upcoming meeting, staff will present:

1. **Projected revenue loss** if the Village does not impose the local grocery tax.
2. **Financial impacts on essential services** and how the Village could absorb or offset the shortfall.
3. **Further discussion on the regional approach** and coordination with NorthCOG municipalities.

The Board will have time to evaluate this issue before the **June 2025 NorthCOG regional initiative**. Should the Board decide to proceed, the ordinance must be adopted and filed with the **Illinois Department of Revenue by October 1, 2025**, to ensure uninterrupted revenue collection starting **January 1, 2026**.

This is a significant decision that will impact the Village's long-term financial outlook, and staff looks forward to discussing potential options with the Board in the coming months.

ORDINANCE NO. _______________

AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX

FOR THE CITY/VILLAGE/TOWN OF ____

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and,

WHEREAS, the **City/Village/Town** of __________________ (**City/Village/Town**) is a home rule/non-home rule (select one) Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24); and,

WHEREAS, the Municipal Grocery Retailers' Occupation Tax may be imposed "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, the **City Council/President and Board of Trustees of the Village/President and Board of Trustees of the Town** believe that it is appropriate, necessary and in the best interests of the **City/Village/Town** and its residents, that the **City/Village/Town** levy a Municipal Grocery Retailers' Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and, WHEREAS, the **City Council/President and Board of Trustees of the Village/President and Board of Trustees of the Town** believe that it is appropriate, necessary and in the best interests of the **City/Village/Town** and its residents, that the **City/Village/Town** levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

NOW, THEREFORE, be it ordained, by the **City Council/President and Board of Trustees of the Village/President and Board of Trustees of the Town** of ________________________ **(City/Village/Town)** as follows:

Section 1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Section 3. Municipal Grocery Service Occupation Tax. A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Section 4. Illinois Department of Revenue to Administer Both Taxes. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section 5. Clerk to file Ordinance with Illinois Department of Revenue. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before (choose one: [April 1, 20__] or [October 1, 20__]).

Section 6. Effective Date. The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

Section 7. Repeal of Conflicting Provisions. All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 8. Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 9. Headings/Captions. The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

Section 10. Publication. The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

PASSED THIS _____ day of ____________________, 20_________.

AYES: _________
NAYS: _________
ABSTENTIONS: _________
ABSENT: _________

APPROVED THIS _____ day of _________________, 20_________.

____
Mayor/Village President/Town President

ATTEST:

____
Clerk

BEFORE ADOPTING ANY ORDINANCE, MUNICIPAL OFFICIALS SHOULD CONSULT WITH THEIR RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.

Locally Imposed Grocery Sales Tax

July 11, 2024

August 13, 2024

BY ILLINOIS MUNICIPAL LEAGUE STAFF

The Illinois Municipal League (IML) played an integral role in securing the authority for both home rule and non-home rule municipalities to implement by ordinance a 1% locally imposed grocery sales tax (without need for referendum approval) following the elimination of the statewide grocery tax effective January 1, 2026.

While IML's preference was to maintain the status quo and for the tax to remain statewide, Public Act 103-0781 repeals the statewide tax on groceries. However, the authority to implement a 1% grocery sales tax locally by ordinance was approved as part of the same legislation.

IML advocated for a delayed implementation date of the statewide grocery tax repeal and the elimination of the Illinois Department of Revenue's (IDOR) administrative fees to collect and remit the tax, meaning municipalities will see no decrease or lapse in grocery tax revenue, if timely in implementing the tax locally.

The statewide tax will not be repealed until January 1, 2026; until then, nothing will change and no action will be necessary by municipalities. However, for those municipalities that wish to implement the tax locally on day one, there are important benchmarks to consider.

For municipalities, both home rule and non-home rule, that wish to implement a local grocery sales tax effective on January 1, 2026, the first step is to pass an authorizing ordinance. IML has developed a model ordinance that can be adopted locally, which is available on our website.[1] A certified copy of the ordinance must then be submitted to IDOR, postmarked by October 1, 2025, in order for the tax to be imposed beginning January 1, 2026. This will guarantee no lapse in revenues from this tax. Questions may be directed to IDOR regarding their processes and rules. IDOR Local Tax Allocation Division (LTAD) contact information is available on their website,[2] or contact LTAD by phone at (217) 785-6518.

If a municipality chooses to wait to implement a local 1% grocery tax at a later date, please keep in mind that ordinances authorizing a local tax must be sent to IDOR and postmarked before April 1 for collection to begin on July 1, or postmarked after April 1 but before October 1, for collections to begin January 1 of the following year.

If your municipality does not wish to impose the grocery tax locally after the statewide expiration, no action is required and the 1% grocery tax will be automatically repealed within your jurisdiction on January 1, 2026.

IML suggests you consult with your municipal attorney prior to considering the adoption of this model ordinance. More resources are available at iml.org/grocerytax.

IMPLEMENTATION TIMELINE

- **Now:** Municipalities that wish to implement the local grocery tax effective on January 1, 2026, should adopt IML's model ordinance now to ensure timely filing with the Illinois Department of Revenue.
- **Prior to October 1, 2025:** A certified copy of an ordinance authorizing the local implementation of a grocery sales tax must be submitted to IDOR, postmarked by October 1, 2025.
- **January 1, 2026:** The statewide grocery sales tax expires; only locally imposed grocery sales taxes will remain.

[1] https://www.iml.org/page.cfm?category=5382

[2] https://tax.illinois.gov/localgovernments/contacts

Scan for PDF Version

Gov. J.B. Pritzker: Get rid of the grocery tax. Period.

By J. B. Pritzker
March 18, 2024 at 5:00 a.m.

Three weeks ago, I proposed my sixth balanced budget for our state. In my budget address, I argued, as I have in years past, that the people of Illinois deserve relief from recent high inflation, especially every time they shop for groceries. We ought to eliminate the regressive sales tax on groceries and put money back into the pockets of the working families of Illinois. Making life easier for people by lowering the cost of living is one of the most basic responsibilities of government. The cost of food is high, and state government doesn't need to add to that burden.

Getting rid of the grocery tax should be a bipartisan endeavor championed by every elected official. As you've read in these pages, there are some who are fighting against this tax cut, and their excuse is that local governments need their residents to pay grocery taxes. They have even threatened to raise property taxes and cut services if we give everyone some relief at the grocery checkout counter.

What grocery tax cut opponents aren't telling you is that local governments in Illinois have seen a dramatic increase in funding from state government, and they can afford to lower your local tax burden. In 2010, the state distributed $3.8 billion to local governments, and in 2023, that number nearly doubled to more than $7 billion. While municipalities claim their funding from the Local Government Distributive Fund was cut, the numbers tell a different story. Funding from that source has doubled, from $985 million in 2010 to $1.9 billion today. That's more than twice the rate of inflation. In fact, since I took office in 2019, local governments have seen a windfall of overall support from state government of an additional $1.3 billion a year.

Here are some of the ways we accomplished that: In 2019 when the General Assembly and I closed an online sales tax loophole benefiting mostly out-of-state corporations, Illinois municipalities began receiving an additional $200 million a year in sales tax revenue. That same year, we passed the landmark Rebuild Illinois capital plan, and local governments have benefited from $680 million annually to use at their discretion for local transportation projects. When we legalized cannabis, we ensured locals would see a share of that revenue, now totaling an estimated $100 million per year.

We are also saving local governments $110 million annually by having the state assume the cost of local bond issuances. Just last year, we increased the percentage of individual income taxes that state government shares with municipalities and counties. On top of all of that, the state is sending nearly $80 million a year in video gaming revenue to local governments.

The idea that state government is somehow starving township, city and county governments, as some mayors and county board members now claim, is preposterous. The General Assembly and I have gone out of our way to increase funding for local governments. One reason we have done this is to encourage locals to ease the burden of high property taxes local governments have imposed on homeowners, renters and businesses across Illinois. When you add in the $1.7 billion increase in education funding sent from the state to all schools since I took office, local taxing bodies should already have been able to lower property taxes. But nearly none have done so. So perhaps if we start by eliminating the grocery tax, we can inspire local governments to do the right thing in other areas too.

My goal from day one has been to provide relief, wherever possible, for Illinois families. It has become clear that opponents of eliminating the grocery tax do not share that vision. As they mount a campaign to oppose this tax cut, we all should take note that state government has nearly doubled its funding of local governments in the last 14 years, yet most locals have done very little to ease your tax burden.

No Illinois governor and General Assembly in modern state history have provided this much support for local governments. Yet when we suggest eliminating a 1% grocery tax that 37 other states have already done away with, some who rail against taxation now want to keep our most regressive tax in place.

I have spent my five years in office fighting to reduce the burden on working families. Ending the grocery tax is a good opportunity for local governments to join me.

J.B. Pritzker is the governor of Illinois.

https://www.chicagotribune.com/2024/03/18/opinion-illinois-grocery-tax-jb-pritzker/?clearUserState=true

DATE: **February 22, 2024**

TO: **Mayors/Village Presidents/Town Presidents**
Managers/Administrators
Treasurers/Finance Officers
Clerks/Deputy Clerks

CC: **IML Board of Directors**

FROM: **Brad Cole, Chief Executive Officer**
Illinois Municipal League

RE: **Governor's Budget Proposal to Eliminate Grocery Tax**

Yesterday, we distributed information to all municipal officials about the Governor's State of the State Address and State Budget Address (available via this link).

As widely reported in multiple media outlets (see links below), the Illinois Municipal League (IML) is strongly opposed to the proposal to eliminate the 1% grocery sales tax that is dedicated for local governments. You may recall two years ago when the state enacted a suspension of the same grocery tax, but retailers were required to continue to report their sales and the state made corresponding transfers from the state's General Revenue Fund to municipalities, so there was no lost revenue based on actual grocery sales. This latest proposal from the Governor does not include the transfer from the state to municipalities, therefore creating an estimated loss of approximately $325 million statewide that will impact local governments. If the state wishes to transfer General Revenue Funds again to offset the loss, IML would support the proposal…but that is not what the Governor is recommending.

We are asking all local officials to contact their State Representative and State Senator to voice opposition to this massive revenue reduction that will negatively impact all municipalities. Even if your specific municipality does not receive a significant amount of grocery tax receipts, please know that a lack of coordinated opposition to this proposal will likely lead to other such proposals in the future that will reduce funding from other sources. We must make sure all legislators hear from their local officials on this critical issue.

We also ask you to inform us if you have an estimated dollar amount in which this will impact your specific municipality. For instance, if you estimate this will cost $XX,XXX annually as reduced revenues, please respond to this message and let us know that amount, so we can also share it in our conversations with legislators and others.

Once you have spoken with your legislator, please submit feedback to us through this online submission form (available via this link), so we can track each legislator's committed position. Thank you for your help in this manner.

To be blunt, I left no room for confusion or uncertainty yesterday when speaking with senior officials in the Governor's Office about this revenue reduction. Nonetheless, **IML is focused on working with the General Assembly and Administration to resolve this issue and retain funding for local governments**.

In addition to this particular revenue reduction, we are aware of other proposals in the Governor's budget that may negatively impact local funding, such as related to mass transit districts and other programs and services. We will continue to review the entire budget proposal and advocate on behalf of all cities, villages and towns to protect and preserve funding sources.

As always, please feel welcome to contact me if you have any comments or questions. Thanks.

BRAD COLE | Chief Executive Officer
ILLINOIS MUNICIPAL LEAGUE
500 East Capitol Avenue | PO Box 5180 | Springfield, Illinois 62705
phone: 217.525.1220 | cell: 618.201.7320 | fax: 217.525.7438
email: bcole@iml.org | personal: brad.cole@hotmail.com | www.iml.org

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Media coverage:

Yahoo News: "Gov. J.B. Pritzker's budget includes almost $900 million in tax hikes — but a break on groceries"

NBC Chicago: "Pritzker budget calls for elimination of Illinois' grocery tax"

Capitol News Illinois: "Pritzker proposes $1.8B in spending growth, backed by tax increases for corporations, sportsbooks"

WCBU: "Central Illinois lawmakers split on Pritzker's budget proposal"

Agenda Item Executive Summary

Item Name	AN ORDINANCE ADOPTING FEES FOR ZONING APPLICATIONS AND AUTHORIZING THE USE OF A CONSISTENT ZONING APPLICATION FORM FOR THE VILLAGE OF WINNEBAGO	Committee or Board	Committee

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

EXECUTIVE SUMMARY

The proposed ordinance establishes a standardized fee schedule for zoning-related applications in the Village of Winnebago. Currently, the Village absorbs the costs associated with reviewing, processing, and administering these applications without a structured fee system to offset expenses. The fees outlined in the ordinance are based on Winnebago County's existing fee schedule and were initially drafted by the Village President in prior years with the same intent.

Over the past few months, staff have been informally implementing the draft application process by using it as a guideline for zoning requests while waiving the associated fees. This trial period has allowed staff to evaluate and refine the application process, resulting in a more structured and efficient review. As a result, the zoning board has received more comprehensive and well-prepared submissions, improving its ability to evaluate requests effectively.

The proposed fees are designed to ensure that applicants are committed to their requests while helping to defray, rather than generate revenue from, the Village's costs. The zoning board reviewed the concept at its **November 25, 2024,** meeting and emphasized that the fees should not serve as a profit source but should instead help mitigate the financial burden on the Village. After further analysis, it was determined that while the proposed fees do not fully cover administrative overhead, they provide necessary financial relief to offset some of the costs incurred.

Staff will continue refining the application process to ensure consistency with the **Unified Development Ordinance (UDO) as amended and other relevant regulations.**

ATTACHMENTS (PLEASE LIST)

Draft Ordinance, Draft Application

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Joseph Dienberg, Village Administrator	Date:	2/19/2025

ORDINANCE NO. 2025-_____

AN ORDINANCE ADOPTING FEES FOR ZONING APPLICATIONS AND AUTHORIZING THE USE OF A CONSISTENT ZONING APPLICATION FORM FOR THE VILLAGE OF WINNEBAGO, ILLINOIS

WHEREAS, the Village of Winnebago ("Village") has established zoning and development procedures under the Village of Winnebago Unified Development Ordinance ("UDO") to promote the orderly development of land and to protect the health, safety, and welfare of its residents; and

WHEREAS, the Village desires to adopt a uniform fee schedule for zoning-related applications to ensure the Village recovers costs associated with processing, reviewing, and managing such applications; and

WHEREAS, the Village recognizes the need to maintain a standardized Zoning Application Form that reflects the requirements of the UDO and is consistent with any amendments to the Village ordinances or procedures;

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

SECTION I DEFINITIONS

The following definitions apply within this Ordinance and are consistent with the Unified Development Ordinance (UDO):

A. **Application Form**: The standardized form authorized for use by the Village for zoning-related applications as detailed in the UDO.
B. **Appeal**: A request made by an applicant to review a decision or interpretation made by the Village's zoning or administrative authorities. An appeal seeks reconsideration by a higher authority or body, such as the Zoning Board of Appeals, to determine whether the original decision aligns with the provisions of the UDO.
C. **Special Use**: A use that would not be appropriate generally or without restriction throughout the zoning district but, if controlled as to number, area, location, or relation to the neighborhood, would not be detrimental to public health, safety, or general welfare.
D. **Variance**: A variance is a modification of the requirements of the ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the requirements would result in unnecessary and undue hardship. The conditions and procedures under which the Zoning Board of Appeals may grant a variance is outlined within Article 15 of the UDO.
E. **Zoning Map Amendment**: A modification to the official zoning map as maintained by the Village, altering the zoning classification of particular parcels in accordance with UDO procedures.
F. **Planned Unit Development (PUD)**: A tract of land, the development of which is approved and authorized by Village Board ordinance, and contains two (2) or more

principal buildings or has an area of two or more acres, and is developed as a single unit or under single ownership or unified control. A PUD may contain a mixture of principal uses and dwelling types and is designed specifically for the conditions on the site and to achieve a unified overall development. A PUD may not completely conform to all the regulations of the zoning district in which it is located. A PUD development should blend densities and design features with surrounding uses and may, based upon good design, combine uses not normally permitted together.

G. **UDO**: Refers to the Village of Winnebago Unified Development Ordinance, which governs zoning, land use, and development within the Village.

SECTION II ADOPTION OF FEE SCHEDULE

The following base fees are hereby adopted for zoning applications, to be paid at the time of submission. Based on the complexity of the application and subsequent review required, in addition to the listed fees below, at the village's sole discretion applicants may be responsible for additional professional fees incurred by the village during the application process, including but not limited to engineering, legal, or planning review fees.

A. **Zoning Map Amendment** (Zoning Change): $400.00 plus $10.00 per acre or part thereof, plus any additional professional fees.
B. **Special Use Permit**: $450.00 plus $20.00 per acre or part thereof, plus any additional consultant fees.
C. **Variation**: $350.00, plus any additional consultant fees.
D. **Planned Unit Development (PUD)**: $450.00 plus $20.00 per acre or part thereof, plus any additional consultant fees.
E. **Appeal**: $250.00, plus any additional consultant fees.
F. **Text Amendment / Future Land Use Plan Amendment**: $400.00, plus any additional consultant fees.

Any fees incurred for state-required reports or publications as part of the zoning procedures shall also be the responsibility of the applicant.

SECTION III FEE WAIVERS

Fee waivers may be considered by the Village for zoning applications submitted by non-profit organizations or other local taxing districts. Applicants in these categories may request a waiver of applicable fees as part of their submission. All other applicants seeking a fee waiver must apply and receive approval from the Village Corporate Authorities before submitting their application, specifying the grounds for the waiver request.

SECTION IV AUTHORIZATION AND CONSISTENCY OF ZONING APPLICATION FORM

The Village Board hereby authorizes the use of a standardized Zoning Application Form (the "Form") for all zoning applications within the Village, included as "Exhibit A". The Form shall be maintained by the Village Administrator or his/her designee and shall include all required information as specified in the UDO and any relevant Village ordinances, as may be amended from time to time.

The Form is authorized to be updated administratively by the Village Administrator or his/her designee to remain in compliance with current UDO standards and Village ordinances without further action by the Village Board, provided that any amendments are administrative in nature and do not materially alter the substantive requirements.

SECTION V SEVERABILITY

If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION VI EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law.

APPROVED this ______ day of ____________, 2024

____

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

ATTEST:

____

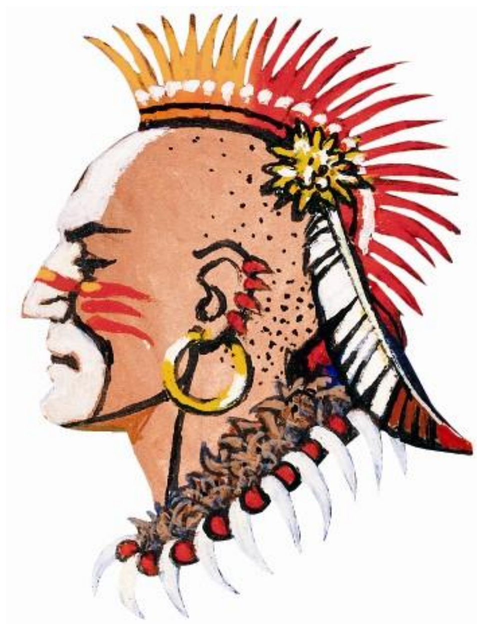
Sally Jo Huggins, Village Clerk

PASSED: _______________

APPROVED: _______________

PUBLISHED IN PAMPHLET FORM: _______________

ZONING APPLICATION
Village of Winnebago



Phone: (815) 335-2020 ▪ Fax: (815) 415-8491
108 W. Main Street, Winnebago, Illinois 61088

It is recommended that a pre-application conference be held to ensure that all applicable information is provided, and the application is filled out correctly. Please call 815-335-2020 to schedule a pre-application conference. Delays in obtaining a public hearing date may result from incomplete or errant applications.

REQUIRED APPLICATION MATERIALS

The following materials must be submitted to the Planning and Zoning Department before a Public Hearing can be scheduled. Incomplete applications cannot be processed.

- ❑ Application Form (Original Form, pages 7, 8, & 9)
- ❑ Application Fee (See Fee Schedule, page 4)
- ❑ Legal Description

Project Drawings:

- ❑ Preliminary or Final Site Plan (1 copy). Include project data [i.e., building area, land area, setbacks, coverage, parking and landscaping calculations, etc.]. The information required will vary depending on the type of request being made. However, all site plans should be drawn to scale and be accurate to the best of the petitioner's ability.
- ❑ Preliminary or Final Engineering
- ❑ Floor Plans
- ❑ Building Elevations
- ❑ Landscape Plan (indicate species, plant location, quantity, size, spacing, and easement/utility locations)
- ❑ Sign elevations

Other Documents:

- ❑ A detailed written statement explaining the reason for the request.

The Zoning Board of Appeals and Village Board base their decisions on the standards listed below. It is in the best interest of the applicant to base their presentation on the applicable set of standards when presenting their petition.

- ❑ Applicant should respond to the following statements while presenting his or her request to the Zoning Board of Appeals, along with an additional written statement detailing the nature of the proposed use if this application is for a **SPECIAL USE PERMIT**, pursuant to Unified Development Ordinance Article 14.03:

  a. The proposed use at the specified location is consistent with the goals, objectives, and policies of the Comprehensive Plan;
  b. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations and complies with requirements of the Article;
  c. The proposed Special Use is not materially detrimental to the public health, safety, comfort, and general welfare, and will not result in material damage or prejudice to other property in the vicinity;
  d. The proposed use is compatible with, and preserves or enhances, the character and integrity of adjacent development, and includes improvements necessary to mitigate adverse development-related impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;
  e. The proposed use does not generate pedestrian and vehicular traffic that will be hazardous to the existing and anticipated traffic in the neighborhood;
  f. The proposed Special Use complies will all fire, health, building, plumbing, electrical, and stormwater drainage regulations of the Village, County, State and Federal agencies; and

g. Adequate utilities exist to service the proposed Special Use.

- ❑ Applicant should respond to the following statements while presenting his or her request to the Zoning Board of Appeals, along with an additional written statement describing the specific nature of the proposed variation and the practical difficulty and perceived hardship resulting from a strict and literal interpretation of a specified regulation of this chapter if this application is a request for a **VARIANCE**, pursuant to Unified Development Ordinance Article 15.03 et seq.

15.03 (3) Variances & Findings of Fact

a. That there are special circumstances, applying to the land or buildings for which the variance is sought, which circumstances are peculiar to such land or buildings and do not apply generally to land or buildings in the vicinity;
b. That said circumstances are such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of such land or buildings;
c. That the variance as granted by the Zoning Board of Appeals is the minimum variance that will accomplish the reasonable use of land or building in question;
d. That the granting of the variance will be in harmony with the general purpose and intent of this ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
e. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district.
f. The extraordinary or exceptional conditions of the property, requiring the request for the variance, were not caused by the petitioner.
g. The proposed variance will alleviate a peculiar, exceptional, or undue hardship, as distinguished from a mere inconvenience or pecuniary hardship.
h. The denial of the proposed variance will deprive the petitioner the use of his/her property in a manner equivalent to the use permitted to be made by the owners of property in the immediate area.
i. The proposed variance will result in a structure that is appropriate to and compatible with the character and scale of structures in the area in which the variance is being requested

- ❑ Applicant should respond to the following statements while presenting his or her request to the Zoning Board of Appeals for a Zoning District Change / Zoning Map Amendment, pursuant to Unified Development Ordinance 18.04.

a. Legal owners of the property(s) to be rezoned. If the property is held in an Illinois Land Trust, a Statement of Beneficial Interest is also required;
b. Legal Description of the property(s) to be rezoned;
c. Common street address of property(s) to be rezoned;
d. Size of property (in square feet or acres);
e. Current zoning of property;
f. Requested zoning of property;
g. Narrative description of the reasons for requested rezoning;
h. Estimated impact of rezoning on surrounding neighborhood;
i. Vicinity map showing the area to be rezoned

FEE SCHEDULE

LAND USE (ZONING DEVELOPMENT) APPLICATIONS

Zoning Map Amendment (Zoning Change):	* **$400.00** plus, **$10.00** per acre or part of, plus consultant fees
Special Use Permit:	* **$450.00** plus, **$20.00** per acre or part of, plus applicable professional fees
Variance:	* **$350.00,** plus applicable professional fees
Planned Residential Development (PRD):	* **$450.00** plus, **$20.00** per acre or part of, plus applicable professional fees
Appeal:	**$250.00** plus applicable professional fees
Text Amendment / Future Land Use Plan Amendment	**$400.00** plus applicable professional fees

---

ADDITIONAL FEES:

Any fees born because of a report and/or publication required by State Law for the above noted zoning procedures shall be the responsibility of the Applicant.

The above noted fees are *NOT* inclusive of any other fees that may result from other required permits (i.e. building permit, zoning clearance (permit), sign permit, health permit, etc.).

Based on the complexity of the application and subsequent review required, in addition to the listed fees below, at the village's sole discretion applicants may be responsible for additional professional fees incurred by the village during the application process, including but not limited to engineering, legal, or planning review fees.

Notice For All Petitions:

*** When work is commenced prior to obtaining the required "Land Use (Zoning Development) Application(s)", the established fees shall be increased by 50%. The payment of such fee shall not relieve any person from fully complying with the requirements of the Village Unified Development Ordinance, nor from the penalties prescribed within the Unified Development Ordinance, as stated in Article 4.04 and any other applicable portions of the Unified Development Ordinance.**

PROCEDURE CHECKLIST FOR APPLICANT USE

- ❑ Prospective applicant obtains application packet from Village Office. Blank applications may be faxed or mailed upon request or downloaded off the Winnebago Village website at http://www.villageofwinnebago.com. All pages of the application packet should be read thoroughly at this time. If necessary, Village Office personnel will explain procedures and fees involved.

- ❑ Pre-Application Conference: It is recommended that the applicant contact the Village Office to schedule a time to review the application to ensure that it is complete and includes all applicable materials.

- ❑ Applicant submits completed zoning application, along with site plan, written statement (when applicable), other required materials and the appropriate fee. Zoning Board will review submitted materials for completeness. Applications are then scheduled for a public hearing before the Zoning Board of Appeals.

- ❑ Applicant must contact the Soil and Water Conservation District (SWCD) office directly and make proper application for Zoning Letter and/or Natural Resource Information (NRI) Report. If necessary, SWCD personnel will explain procedures and fees involved. Zoning applications are not complete until SWCD Natural Resource Information (NRI) Reports are properly applied for. Zoning requests will not be scheduled for a public hearing unless a completed NRI Report is forthcoming.

- ❑ The "Endangered Species Act" entitles the Illinois Department of Natural Resources (IDNR) to review zoning, special use, and Variance applications for their impact on endangered or protected species. Illinois law allows thirty (30) days for their response. The applicant is responsible for contacting the IDNR, at 5224 South Second Street, Springfield, IL 62701-1787. Additional information can be obtained about this process via the internet address: http://dnrecocat.state.il.us/ecopublic/. If you have any questions or comments about endangered species consultation process, you can send an email to DNR.EcoCAT@illinois.gov

- ❑ The "National Historic Preservation Act" entitles the Illinois Historic Preservation Agency to review zoning, special use, and Variance applications for their impact on cultural or historical resources. Illinois law allows thirty (30) days for their response. The applicant is responsible for contacting the Illinois Historic Preservation Agency at (1-217-782-4836).

- ❑ A Notice of Public Hearing is printed in the local newspaper no less than 15 days, nor more than 30 days before the date of public hearing. See fee schedule for applicable fee (Page 4).

- ❑ When applicable, the subject property is posted with a notice sign prepared by Village Office personnel summarizing pertinent case information and the scheduled Zoning Board of Appeals hearing date no less than 15 days before the public hearing.

- ❑ Property owners surrounding the subject property are notified by mail, approximately 15 days before the date of public hearing, provided by Village Office staff summarizing pertinent case information and the scheduled Zoning Board of Appeals hearing date. Other appropriate agencies are also notified at this time. Note that adjoining property owners may legally protest map and text amendments, which may necessitate a super majority vote of the Village Board to approve a petition.

- ❑ Village Office staff review application and submit written staff report to the Zoning Board of Appeals and to the Village Board. Applicant is mailed a copy of this written staff report provided by Village Office staff, usually about 1 week before the date of public hearing.

- Zoning Board of Appeals (ZBA) conducts a Public Hearing, normally on their regularly scheduled meeting date. The applicant or an authorized agent must appear to present pertinent information and provide testimony under oath. No less than 4 copies of any handouts or exhibits should be made available for ZBA members and staff. One copy will be kept and added to the file as an exhibit(s). Be aware that delays may occur as public hearings can extend to additional Board meetings and may include multiple or returning speakers. The Board deliberates and provides its recommendation based on findings of fact. Unsupportive ZBA recommendations can affect the voting considerations of the Village Board.

- Zoning Board of Appeals public hearing minutes are transcribed and distributed to Village Board members, usually about 1 week after the close of public hearing. Copies of minutes are available to applicants' following approval of said minutes by the Zoning Board of Appeals. The minutes of the Zoning Board of Appeals public hearing are normally approved the following month.

- Pertinent case information and ZBA recommendation is presented to Village Board for it's consideration, layover, and decision, usually within 4 weeks after the ZBA provides its recommendation.

- Individual ordinances for each approved application are signed, certified, and processed through the Village Clerk. A Completed ordinance copy accompanies the applicant's notification of the Village Board decision.

PLANNING & ZONING APPLICATION

Applicant Information

Name: ______________________________

Address: ______________________________

Phone:
____

Email: ______________________________

Owner Information

Name: ______________________________

Address: ______________________________

Phone:
____

Email: ______________________________

Action Requested

☐ Zoning Map Amendment (Zoning Change)
☐ Special Use Permit
☐ Variance
☐ Planned Residential Development (PRD)
☐ Appeal
☐ Text Amendment

Detail of Request: ______________________________

____

____

____

Legal Description: (attach a separate sheet if necessary) ______________________________

____

____

_

PIN Number(s): ______________________________

Current Zoning District: ______________________________

Lot Size: ____________ acres, or ______________square feet

Adjacent Properties (provide as a separate sheet if necessary)

NORTH:
PIN Number(s): ____________________

Property Owner(s): ____________________

Mailing Address(s): ____________________

Land Use: ____________________

EAST:
PIN Number(s): ____________________

Property Owner(s): ____________________

Mailing Address(s): ____________________

Land Use: ____________________

SOUTH:
PIN Number(s): ____________________

Property Owner(s): ____________________

Mailing Address(s): ____________________

Land Use: ____________________

WEST:
PIN Number(s): ____________________

Property Owner(s): ____________________

Mailing Address(s): ____________________

Land Use: ____________________

Development Team (please include phone, fax, email and mailing address for any that apply).

Project Manager: ____________________

Developer: ____________________

Attorney: ____________________

Engineer or Surveyor: ____________________

Other: ____________________

Signatures (Declaration)

I, the applicant(s), of the above legally described property on which the above action is requested, provided answers to the questions herein that are true to the best of my knowledge. The property owner(s) of the above legally described property on which the above action is requested, is aware or will be informed about the request made herein.

By virtue of my application for the above action, I do hereby declare that the appropriate Village staff, appointed, and elected officials responsible for the review of my application are given permission to visit and inspect the subject property for the above requested action in order to determine the suitability of the request.

Applicant(s) Signature: ____________________ Date Signed: __________

____________________ Date Signed: __________

Owner(s) Signature: ____________________ Date Signed: __________

__________Date Signed: __________

STAFF SIGNATURE: ____________________Date Signed: __________

NOTES:

- If the property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.
- If the applicant is a corporation, provide as a separate attachment, a statement verifying the correct names and addresses of all officers and directors of the corporation and all of the stockholders or shareholders owning an interest in excess of 20% of all the outstanding stocks or shares of the corporation.
- If the applicant is a partnership, joint venture, syndicate, or unincorporated voluntary association, then provide as a separate attachment, a statement verifying the correct names and addresses of all partners or members of the partnership, joint venture, syndicate, or unincorporated voluntary association.

TO BE COMPLETED BY VILLAGE OFFICE

Pre-Application Meeting Date: __________ Application Date: __________
Staff Attending: __________ ZBA Hearing Date: __________
Fee Paid: $ __________ Village Board Meeting Date: __________
Receipt # __________

It is recommended that you notify your township of the Map or Text Amendment, Special Use Permit, or Variance you are applying for. Please complete the form on the following page, and mail it, along with a site plat, to the Township Supervisor for the Township in which the subject property is located.

TOWNSHIP SUPERVISORS

Burritt Township
Burritt Township Supervisor 2568 N. Weldon Rd.
Winnebago, IL 61088

Durand Township
Durand Township Supervisor 209 E. South St.
Box 474
Durand, IL 61024

Rockford Township
Rockford Township Supervisor
2615 Green Apple Lane
Rockford, IL 61107

Pecatonica Township Pecatonica Township Supervisor 328 E. 9th St.
Pecatonica, IL 61063

Seward Township
Seward Township Supervisor
4130 S. Pecatonica Rd.
Winnebago, IL 61088

Winnebago Township
Winnebago Township Supervisor
7952 Towermont Dr.
Rockford, IL 61102

TOWNSHIP NOTIFICATION OF VILLAGE OF WINNEBAGO ZONING PETITION

I, ______________________________ (Name of Applicant) am petitioning the Village Of Winnebago for a:

☐ Zoning Map Amendment from District # ____________ To District # ____________

☐ Special Use Permit For ____

______________________________________, in District # ________________

☐ Variance In ____ from

A distance/size of __________to _________, in District of ______________________________

the subject property is located at: ____
(street address)

the P.I.N. Number(s) is:____

the size of the property is ________________________acres, or _____________________sq. ft.

Proposed use for the subject property:____

____

Contact Information:

Name: ____

Phone Number: ____

Email Address: ____

Address: ____

Signature: ____ **Date:** ________________

****
Please attach a copy of your site plan
****

CONTACT INFORMATION: ____

PHONE NUMBER: __________________________ FAX: __________________________

ADDRESS: ____

SIGNATURE: ______________________________________ DATE: _________________

LEGAL NOTICE AFFIDAVIT

I, below signed, hereby understand that in order for my zoning request to be heard, notice of the hearing which it will be heard at must be published in a newspaper of general circulation that is published in the County pursuant to State Law, and as a result, publication fees will incur which I hereby agree to pay the incurred fees.

___________________________________ _______________________

Sign name Date

____

Print Name

____

Driver license number for biller (paper)

____

Phone number for biller account

____

Address of where bill from paper shall be sent (Street)

____

Address of where bill from paper shall be sent (City, State, Zip Code)

WINNEBAGO COUNTY SOIL AND WATER CONSERVATION DISTRICT

4833 Owen Center Rd. **P: (815) 965-2392, Ext. 3**
Rockford, IL 61101-6007 **Website: www.winnebagoswcd.org**
Open Mon-Fri 8am-4:30pm

Required Information for Natural Resource Inventory Reports and Zoning Letters.

Incomplete applications will not be processed.

Date: ____________________ *(Office use)* **REPORT #** __________________________

Zoning application filed with: (The report will be sent to the office indicated below by the SWCD Office)

☐ Rockford ☐ Loves Park ☐ Machesney Park ☐ Cherry Valley ☐ Village of Winnebago

Location of subject property: ____
(Street address)

PIN #: ___ ___ - ___ ___ - ___ ___ ___ - ___ ___ ___ **Total Acres:** ______________ **Current Zoning**: ___________

Project or Subdivision Name: ____

Contact Information for Applicant/Petitioner: *(The SWCD Office will send a copy of the report to this listed applicant)* Name: _______________________________________ Address: ______________________________________ ____ Phone #: (______) __________-______________ Email: ___________________________________	**Contact Information for owner** ☐ Check if a copy is to be mailed to the owner Name: ______________________________________ Address: ____________________________________ ____ ____

Contact person (if different than applicant):

Name: ____ Phone: (   ) _____________ - __________________

Company (if applicable): ____

Address: ____Email: ________________________________

Type of Request: *(Check the one that applies and describe the request in detail)*

☐ Change in Zoning from __________________________________to_____________________________________

☐ Variance: ____

☐ Special Use Permit: ____

☐ Other: ____

DRAFT 1/28/2025 – TEST USE BY PARK HILLS CHURCH

Existing Land Use: (vacant, agriculture, residential, etc.) ____

Proposed Land Use: ____

Date of Public Hearing: ____

Water Supply

☐ Well ☐ Community Water

Wastewater Treatment:

☐ Septic ☐ Sanitary Sewer

Proposed Land Use Will Include:

☐ Septic Tank Filter Fields ☐ Dwellings Without Basement ☐ Small Commercial Buildings

☐ Dwelling With Basements ☐ Other (describe in detail) _________________________________

I (we) understand the filing of this application allows an authorized representative of the Winnebago County Soil and Water Conservation District to visit and conduct any necessary on-site investigations on the site which is described above. It is also understood that through this request I am giving the Soil and Water Conservation District permission to provide NRCS Wetland Inventory Information on my land in regards to the Natural Resource Information Report. I understand that this report becomes public knowledge once accepted by the District Board of Directors. Completions of this report may require 30 days as allowed under State Law.

____

(Petitioner) **(Date)**

This report is used as a guide in making land use decisions and does not preclude further refinement of soil type boundary lines during more detailed on-site investigations. Interpretations are based on criteria established by the National Soils Handbook (USDA-Natural Resource Conservation Service) and are subject to change by this office and appropriate county agencies.

FEES:

- Zoning Letter
  - ☐ $75.00
- N.R.I. Reports

  (zoning request involving AG Zoned land or vacant land)
  - ☐ $400.00 (0-5 acres) +$20.00/acre over 5

Winnebago County SWCD fee determinations are final.
Reports will not be completed without payment.

PAYMENT *(we accept any of the following)*:

- Cash
- Check *(made payable to): Winnebago County SWCD*
- Credit card *(Illinois E-Pay through the SWCD website at www.winnebagoswcd.org).*

A returned check fee of $25.00 will be charged for each returned check

If you have any questions regarding this form please call (815) 965-2392, extension 3.

FILING DEADLINE

Any person who petitions any municipality or county agency in the District for variation or amendment from that municipality's or county's zoning ordinance or who proposed to subdivide vacant or agricultural lands therein shall furnish a copy of such petition or proposal to the District no less than 10 days prior to the regularly scheduled meeting of the District.

The Winnebago County Soil and Water Conservation District is an equal opportunity employer. All programs and services are offered without regard to race, color, national origin, religion, sex, age, marital status, or handicap.

DRAFT 1/28/2025 – TEST USE BY PARK HILLS CHURCH

Agenda Item Executive Summary

Item Name	GIS Water Proposal – McMahon Associates	Committee or Board	Committee

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

EXECUTIVE SUMMARY

The Village of Winnebago is exploring a **GIS services proposal** from **McMahon Associates, Inc.** to enhance infrastructure mapping, data management, and operational efficiency. The proposal includes setting up an **ArcGIS Online (AGOL) account**, developing **water and stormwater utility maps**, and **training staff** on GIS applications.

As this initiative remains **conceptual**, staff is evaluating feasibility and funding. **A meeting with WinGIS is scheduled** to determine whether they can provide similar services before the Village moves forward with McMahon's proposal. If pursued, GIS services would be a **shared expense between Community Development and Operations & Maintenance (O/M)**, offering a **centralized and efficient system for asset management**.

Staff will continue to explore this opportunity, provide updates, and assess the best approach before making a recommendation.

ATTACHMENTS (PLEASE LIST)

Proposal

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Chad Insko, Director of Public Works Joseph Dienberg, Village Administrator	Date:	2/19/2025

McMAHON
ENGINEERS ARCHITECTS

AGREEMENT
FOR PROFESSIONAL SERVICES

VILLAGE OF WINNEBAGO
Attn: Chad Insko, DPW
108 W. Main Street
Winnebago, IL 61088

DECEMBER 19, 2024
McM. No. M0032-09-99-00012.00
ADVANCE GIS SYSTEM

PROJECT DESCRIPTION

The Village of Winnebago would like to advance their GIS system. These advancements shall consist of creating their ArcGIS On-line organizational account as well as developing a Village of Winnebago water, stormwater utility maps and apps as well as sidewalk defects for staff use. The specific applications identified for development shall consist of data readily available from WINGS GIS along with data provided from the Village of Winnebago. The apps shall be deployed to the Village AGOL account and training for staff shall be provided.

SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) agrees to provide the following Scope of Services for this project:

- Technical assistance in purchase of AGOL organizational account for Village.
- Creation of AGOL Organizational Account.
- Creation of Village of Winnebago Water & Stormwater Utility Web Map and Web Mapping Application for viewing GIS data.
- Incorporation of Wings GIS data into Village application where possible.
- Training for staff on utilization of applications.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Field data collection of any assets/information.
- Purchase of additional software. (Estimated cost for AGOL organizational account $1,000.00 to be purchased by Village.)
- Potential Future applications (stripping, signs).

CLIENT RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that the Village of Winnebago will provide the following:

- Access to AGOL organizational account passwords and necessary GIS datasets.
- Staff availability for training.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following Lump Sum compensation. ....$7,500 - $9,500

COMPLETION SCHEDULE

McMahon agrees to complete this project as follows:

- 2025 Calendar Year

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

VILLAGE OF WINNEBAGO
108 W. Main Street
Winnebago, IL 61088

____
Authorized Signature

____
Date

McMAHON ASSOCIATES, INC.
1445 McMahon Drive | PO Box 1025
Neenah, WI 54956 | 54957-1025
920.751.4200 | MCMGRP.COM

Sam Pociask
____
Sam J. Pociask
Associate / Senior GIS Analyst

December 19, 2024
____
Date

Attachments: General Terms and Conditions
Fee Schedule
Reimbursable Schedule

McMAHON ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

GENERAL TERMS & CONDITIONS

1. STANDARD OF CARE

1.1 Services: McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

1.2 Client's Representative: McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.

1.3 Warranty, Guarantees, Terms and Conditions: McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

2.1 Invoices: McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.

2.2 Reimbursables: Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.

2.3 Changes: The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.

2.4 Delays and Uncontrollable Forces: Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

3.1 Limits: McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation .... Statutory
General Liability
  Bodily Injury - Per Incident/Annual Aggregate .... $1,000,000 / $2,000,000
Automobile Liability
  Bodily Injury $1,000,000
  Property Damage $1,000,000
Professional Liability Coverage $2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to $250,000.

3.2 Additional Insureds: Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

4.1 General: In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.

4.2 Mediation: If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.

4.3 Binding Dispute Resolution: If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.

5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.

5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.

6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.

7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.

7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.

7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.

7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intensions and purposes in executing the Agreement.

7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.

8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.

8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.

8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.

8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.

8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.

8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.

8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.

8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.

Agenda Item Executive Summary

Item Name	SCADA Upgrade – Strand Associates	Committee or Board	Committee

BUDGET IMPACT			
Amount:	18,960	*Budgeted:*	Yes
List what fund:	Operations and Maintenance (O&M)		

EXECUTIVE SUMMARY

The Village of Winnebago is considering an upgrade to its SCADA (Supervisory Control and Data Acquisition) system, which is used to monitor and manage the Village's water system. The proposed upgrade includes a new SCADA desktop computer, an Office 2021 Professional license, an upgrade to the Wonderware software, and an upgrade to the Win911 system.

The total cost of the upgrade is estimated at $18,960, which includes a $7,500 professional services fee from Strand Associates for support and implementation. Hardware and software purchases will be made directly from vendors to ensure competitive pricing and efficient procurement.

This upgrade is necessary to enhance system reliability, improve monitoring capabilities, and maintain operational efficiency for the Village's water infrastructure.

ATTACHMENTS (PLEASE LIST)

Task Order

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Chad Insko, Director of Public Works Joseph Dienberg, Village Administrator	Date:	2/19/2025

STRAND ASSOCIATES®
Excellence in Engineering℠

OWNER REVIEW

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

Task Order No. 25-01
City of Winnebago, Illinois (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated March 13, 2020

Project Information

Services Name: Supervisory Control and Data Acquisition (SCADA) Computer and Software Upgrade

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Assist OWNER with ordering one desktop computer for direct OWNER purchase. Set up the computer on site during one site visit.

2. Assist OWNER with ordering software upgrades for Aveva and Win911 for direct OWNER purchase.

3. Install Aveva software and related drivers on the new computer.

4. Update the existing Intouch software application to version 2023 R2.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of $7,500.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of February 17, 2024. Services are scheduled for completion on June 30, 2025.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	VILLAGE OF WINNEBAGO, ILLINOIS
DRAFT	DRAFT
Joseph M. Bunker Date Corporate Secretary	Chad Insko Date Director of Utilities

NOT FOR SIGNATURE

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