VILLAGE OF WINNEBAGO

COMMITTEE OF THE WHOLE

August 28, 2024 at 6:00 PM

108 West Main Street and Virtually

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

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

1. **RECORDING OF THE MEETING**
2. **CALL TO ORDER**
3. **ROLL CALL**
4. **MEETING GUIDELINES**

   Discussion and Vote to Allow an Absent Trustee to Vote By Phone or Other Allowable Means.
5. **ESTABLISHMENT OF A QUORUM**
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. Minutes of April 08, 2024 (Approved at May 13, 2024 Regular Monthly Board Meeting)
   b. Minutes of May 13, 2024 (Approved at the June 10, 2024 Regular Monthly Board Meeting)
   c. Minutes of June 26, 2024
   d. Minutes of July 24, 2024
8. **DISCUSSION**
   a. UDO Text Amendment-Sprinklers
   b. Village of Winnebago Stormwater Management

- **c.** Personnel Policy Update
- **d.** Driveway Permit
- **e.** Church & Goodling Design and Bidding: Fehr Graham Task Order
- **f.** Westfield Rd Box Culvert: Fehr Graham Task Order
- **g.** Garage Sale Ordinance

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

10. NEW BUSINESS

11. ADJOURNMENT

Posted: August, 23, 2024 at 1:15 p.m. at 108 W. Main Street, Winnebago, IL

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

The Committee of the Whole of the Village of Winnebago met on April 08, 2024, at 8:01 p.m. immediately after following the Board Meeting with President Eubank presiding.

ROLL CALL
ACKERMAN –MCKINNON – O'ROURKE –-present; GRAHAM – LEFEVRE – PITNEY- absent

Guests: Attorney Gaziano, Village Administrator Joseph Dienberg, Deputy Clerk Kellie Symonds acting Clerk in the absence of Village Clerk Sally Huggins

A quorum was established.

No one stated a conflict of interest.

The compensation of elected officials was discussed. Village Administrator Dienberg provided a survey conducted by Mrs. Windgassen of other nearby municipalities and the ranges of pay for Presidents/Mayors, Trustees, and Clerks.

MRS. O'ROURKE suggested leaving the pay range of the President at the current level as it has been understated for years, MR. MCKINNON and MR. ACKERMAN also agreed. MRS. O'ROURKE stated that if there was not a Village Administrator it should be greater. Attorney Gaziano stated that even though the Village Administrator is on staff he takes his direction from the Village President who is involved in the matters the Village Administrator oversees and the compensation should not be conditional on the current position of the Village Administrator.

The position of the Clerk was discussed. The Village Clerk is an elected position and to change to an appointment a referendum would be needed. President Eubank is not advising that change. The Village Clerk appoints the Deputy Clerk with the approval of the Board. Payroll is currently a duty assigned to the Clerk and should be reassigned. MR. MCKINNON suggested getting Clerk Huggins' feedback on her position before deciding.

MR. MCKINNON said there should also be an increase for trustees and additional compensation when serving as a committee chair. The Chairperson should not oversee staff, but the Village Administrator and Staff should act when needed.

Village Administrator Dienberg will prepare discussion points for the next meeting.

MRS. O'ROURKE made the motion to adjourn, seconded by MR. MCKINNON. The meeting was adjourned at 8:30 p.m.

APPROVED: MAY 13, 2024

_____

Kellie Symonds, Deputy Clerk
In the absence of Village Clerk Huggins

The Committee of the Whole of the Village of Winnebago met on May 13, 2024, at 7:05 p.m. while taking a break from the Board Meeting with President Eubank presiding.

ROLL CALL
ACKERMAN – LEFEVRE - MCKINNON – O'ROURKE – PITNEY -present

Guests: Attorney Gaziano, Village Administrator Joseph Dienberg, Deputy Clerk Kellie Symonds, Public Works Director Chad Insko, Chief Jeff White, Sergeant Nick Haff, Jesse McKee, Bill Hoyt, Duane Springer, Robb Firch, Michelle McDonald, Stephanie King, Treasurer Dana Novinson.

A quorum was established.

No one stated a conflict of interest.

Public Comment: Michelle McDonald, owner of The Post, stated she is in favor of the Pedal Bus proposed by Robb Firch. She noted that it is a small business bringing something new to the Village.

Robb Firch said others interested in bringing this to the Village are Carrie Woolbright from The Scoop, Aaron Booker, County Board Member and Amber Mangiaracina from Bago Lounge. He noted only canned refreshments (no hard liquors) would be allowed. The trips would be about two hours and would be during daylight hours. Most Board Members were in favor of drafting an ordinance to work through all needed details.

Golf Carts: There was a great deal of discussion about the safety of golf carts. Golf Carts will have the same requirements as the U.T.V's.

Bill Hoyt suggested putting a notice in the paper that golf carts and U.T.V's are legal in the Village.

3. Elected Official Compensation: Mr. Dienberg provided suggested increases for the elected officials after the next election. The Trustees concurred with the suggested increases. Mr. Dienberg will draft an Ordinance and present it at the June meeting.

A motion was made by MR. LEFEVRE, seconded by MRS. O'ROURKE to adjourn the Committee of the Whole at 8:07 p.m. to return to Regular Session. Motion carried on a voice vote.

APPROVED: JUNE 10, 2024

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Sally J. Huggins, Village Clerk

The Committee of the Whole of the Village of Winnebago met on June 26, 2024, at 6:00 p.m. with President Eubank presiding.

ROLL CALL
ACKERMAN – KIM - LEFEVRE - MCKINNON – SMITH-present; PITNEY-absent

Guests: Attorney Gaziano, Village Administrator Joseph Dienberg, Public Works Director Chad Insko, Chief Jeff White, Sergeant Nick Haff, Treasurer Dana Novinson, Village Engineer Seth Gronewold; Luke Ziegler attended remotely.

A quorum was established.

No public comment requested.

DISCUSSION

a. First Reading of Ordinances was discussed, and the Board recommended it come to the Board Meeting for approval.
b. Ordinances modifying Public Comment requirements were discussed. It was recommended the ordinance be written to encourage people to sign up by noon the day of the meeting, however they will be allowed to speak if they sign up at the meeting. They will be called to address the Board in the order they signed up.
c. The Demolition Permit was discussed. The need for the permit for a small demolition by a homeowner versus a large demolition by a contractor was discussed.
d. The Cunningham water main project was discussed. This project has been in the works for many years awaiting grant money. Mr. Insko stated the request is now for $47,100 to have Fehr Graham complete the final engineering design. The project was not included in the June list approved by IEPA. It is hoped the project can be included in the January by-pass funding for the IEPA low interest loan. If approved then, the Village could bid out the project in the February to April time frame for a summer 2025 project. Mr. Insko noted this project has been delayed several times including for an archaeological study. The Board agreed the $47,100 cost should be rolled into the loan.

   The water rates will need to be reviewed. It was noted that the cost ($47,100) could be taken from the ARPA funds.
e. Update of Sections one through five of the Personnel Policy was discussed. Paid lunch of one-half hour was discussed and questioned whether that the increased compensation is appropriate. Working remotely was questioned – it was suggested that it be on a case-by-case basis. It is important the public has access to the staff. Section 1-1 was questioned with regard to the wording of equal employment opportunity.

   The residency requirements were questioned. Is the mileage restriction needed? Would a thirteen-month move requirement be more reasonable?

   Mr. Dienberg noted the section on vacation is being reviewed with a survey being sent to area municipalities to find their policies.

NEW BUSINESS
MR. LEFEVRE suggested the Village start a mosquito abatement program. Mr. Insko explained we presently have a larvicide program with the county. Mr. LEFEVRE then asked the status of the strategic plan. Mr. Dienberg explained he is working with Northern Illinois University on getting information from focus groups. He will bring this discussion to the next Committee of the Whole meeting.
MR. ACKERMAN said to Chief White the installation of the basketball hoop donated by a police officer was great. He then thanked Mr. Insko for the new sidewalks.

Mr. Dienberg asked if anyone is going to be involved in the July 4th parade.

Chief White noted the department has a plaque for Officer Randy Smith in honor of his retirement after 23 years. It will be given at the July 8, 2024, Board Meeting.

A motion was made by MR. LEFEVRE, seconded by MR. MCKINNON to adjourn. The meeting was adjourned at 7:23 p.m. Motion carried on a voice vote.

DRAFT – UNAPPROVED

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Sally J. Huggins, Village Clerk

The Committee of the Whole of the Village of Winnebago met on July 24, 2024, at 6:00 p.m. with President Eubank presiding.

ROLL CALL
LEFEVRE - MCKINNON – PITNEY – SMITH present; ACKERMAN – KIM absent

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Sergeant Nick Haff, Treasurer Dana Novinson, Isaac Guerrero, Janna Bailey, Hailey Blanchard, Melissa Henricksen, Guy Cunningham, Chief Dave Loria, Mike Marsh, Charlie Cunningham.

A quorum was established.

No public comment requested.

DISCUSSION

a. Melissa Henricksen from Northern Illinois University made a presentation on their Strategic Plan Proposals. If the long-term proposal is accepted it would take six to eight months and would cost less than $20,000.
b. Isaac Guerrero from Region 1 Planning made a presentation on a federal grant opportunity for an EV charging station. If the Village wanted to participate with R1 the Federal Government would pay eighty percent of the cost and Blink would pay twenty percent and the cost would be minimal or nothing to the Village. The Village would allow an electrician to estimate the cost of installing the station. The upfront cost would be paid by Blink. Mr. Guerrero also provided information on state grants awardable from OSLAD and ITEP.
c. Guy Cunningham, on behalf of the Win-Bur-Sew Fire Department and its Board, talked about the revisions to the sprinkler requirements through the UDO; the safety to the citizens as well as remaining competitive with the neighboring villages. There will need to be a public hearing before the UDO is amended.
d. The Personnel Policy was discussed with regard to:
    - Vacation – change to two weeks for the first five years of employment with the addition of one day per year up to a maximum of twenty-five days with no accrual.
    - Holidays – remain at ten.
    - Paid lunch – remains open and will be discussed in the future.
    - Comp Time – will be made available at the direction of the department head.
e. Driveway Permit – Public Works will inspect the driveways.
f. The income and expenses were provided compared to the budget for six months. So far the Village is in good shape compared to the budget for 2024.
g. The Burning Ordinance is being updated for fines. It was suggested when the Village burns storm wood that the fire should have supervision at all times. It was also suggested the wood could be chipped and made available to the public. Also, big logs could be made available to the public.
h. The Pedal Bus Ordinance was amended to add the change from the liquor ordinance accepted at the July Board Meeting.
i. The UTV ordinance is amended to make helmets recommended not required for children under eighteen.
j. It was agreed to accept an ordinance for maximum and minimum set back zones.

k. Upgrading the basketball area at Memorial Park will remain open to get quotes for cement. It was also suggested the court could possibly be turned to make more room. Also, a quote for a pavilion should be requested.

It was suggested that R1 be contacted for a quote for the strategic plan to compare to the NIU quote.

A motion was made by MR. LEFEVRE, seconded by MR. SMITH to adjourn at 8:21 p.m. Motion carried on a voice vote.

DRAFT – UNAPPROVED

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Sally J. Huggins, Village Clerk

Agenda Item Executive Summary

Item Name	Text Amendment of Unified Development Ordinance - Fire Suppression	Committee or Board	Committee

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

EXECUTIVE SUMMARY

In December 2019, the Village of Winnebago established a Unified Development Ordinance (UDO) regulating new development. The UDO imposed stricter regulations on automatic sprinkler systems compared to the International Building Code (IBC) Section 903.2

Staff has reviewed these codes with the Win-Bur-Sew Fire Protection District and recommend amending the requirements to align with the most current International Building Code standards, with exceptions for specific scenarios, outlined in the attached draft ordinance. This was reviewed by the Committee of the Whole at their 7/24/24 meeting, with further input from the Fire District.

Since that meeting, the Fire District has continued to meet over the issue, and upon review of the 2021 International Fire Code, has shared the attached draft ordinance. A copy of this ordinance is being reviewed by the Village Attorney and Village Building Official.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance, Win-Bur-Sew Draft Ordinance

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Joseph Dienberg, Village Administrator	Date:	8/28/24

Ordinance No. 2024- _____

AN ORDINANCE AMENDING UNIFIED DEVELOPMENT ORDINANCE (ORDINANCE NO. 2019-14) TO MODIFY SPRINKLER REQUIREMENTS

WHEREAS, as part of the zoning and building regulations, the Village Board of Trustees adopted a Unified Development Ordinance on December 9, 2019, as Village of Winnebago Ordinance No. 2019-14; and

WHEREAS, said Unified Development Ordinance has been amended from time to time, to meet the evolving needs and condition of the Village; and

WHEREAS, Article 17.08.01 of the Unified Development Ordinance as originally passed provided that the International Code Council (ICC) Fire Code. 2015 edition, together with any supplements and any appendices or amendments thereto, as published by the ICC, was adopted in its entirety by reference as the fire code for the Village as though fully set forth in the UDO; and

WHEREAS, Article 17.08.02 as originally contained in the Unified Development Ordinance provided that certain amendments or revisions were being made to the terms of the International Fire Code to meet the needs of the Village; and

WHEREAS, one of those revisions dealt with a stricter requirement than was contained in the 2015 International Fire Code pertaining to the requirement for installation of approved automatic sprinkler systems in all new buildings and structures within the Fire District, as well as any existing building or structure when the overall square footage of such building or structure is increased by One hundred percent (100%) or greater, or any combination of additions that

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occurred within a five (5) year period cumulatively equal in an increase of One hundred percent (100%) or greater in overall square footage of the building; and

WHEREAS, per Article 18 of the Village's UDO a text amendment or map amendment to the UDO requires a public hearing before the Planning and Zoning Commission, with requisite newspaper publication notice of the public hearing in a newspaper of general circulation in the Village not less than fifteen (15) nor more than thirty (30) days before the public hearing, and such public hearing was held on _____, 2024, to hear public input as to the proposed Unified Development Ordinance text amendment; and

WHEREAS, after hearing any public comment, and after consultation with the Win-Bur-Sew Fire Chief, comparison with practices in other communities, and commentary from developers, the Board of Trustees believes the sprinkler requirements could be revised to lessen the burden and cost to any potential homeowner or developer without compromising public safety.

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

ARTICLE I

Section 17.08.02 (10) of the Unified Development Ordinance dealing with amendment to Section 903.2 of the 2015 International Fire Code is deleted in its entirety and replaced with the following:

10. **Section 903.2.** "Approved automatic sprinkler systems shall be installed in all new buildings and structures within the Fire District, except as excluded hereinbelow. Also, except as excluded hereinbelow, any existing building or structure, when the overall square footage of the building or structure is increased by 100 percent (100%) or greater, or any combination of additions that occur within a five (5) year period cumulatively equal in increase of 100 percent (100%) or greater in overall square footage of the building or structure, shall install a NFPA 13, NFPA 13-R, or NFPA 13-D approved fire sprinkler system throughout the building or structure,

as such regulation applies given the building or structure. No barrier walls or fire rated walls are allowed to separate fire spaces when the code would call for an automatic sprinkler system within the new space because of the new square feet created. The sprinkler system shall be installed to the requirements of the NFPA 13,NFPA 13-R, or NFPA 13-D standard, as amended, as appropriate to the type of building or structure, with the following modifications and/or additional requirements, construction and/or use group classification as defined in the Code as amended. The automatic sprinkler system on multiple tenant buildings shall be installed to allow for individual control valves and switches for each tenant space. While the shell or building must have a functioning automatic sprinkler system upon completion, the tenant spaces can be controlled by valve as they are built out. Control valves are allowed above a ceiling but must be no more than three (3) inches above a removable tile, or access door and must be marked "Sprinkler Control Valve" that is visible 360 degrees with a sign. Control valves must be provided with tamper switch wired to local alarm or higher and water flow switch wired to an exterior flashing strobe light, red in color in and installed in an approved location.

The following structures shall NOT require rated sprinkler systems:

a. Open Parking Structures.
b. Concession stands not exceeding 7000 square feet or which are seasonal in use,
c. Telecommunication's equipment buildings,
d. Buildings used exclusively for transmission and distribution of electric power,
e. Single family residential buildings/dwellings unless as called for by base code.
f. Use Group U occupancies
g. Single family residences less than five thousand (5,000) square feet, and duplex residences that contain a combined square footage of less than five thousand (5,000) square feet. This exclusion thus requires the above sprinkler requirements be met in all multi-family buildings containing three (3) or more units, regardless of size.
h. Commercial buildings of any kind that are less than twelve thousand (12,000) square feet in size.

ARTICLE II

All other provisions of Ordinance No. 2019-14 not in conflict with the provisions herein shall remain in full force effect.

ARTICLE III

This Ordinance shall be in full force and effect from and after the date of its passage,

approval, and publication in pamphlet form, as provided by law.

APPROVED:

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

ATTEST:

_____
Sally Jo Huggins, Village Clerk

11/5/24 DRAFT

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

PREPARED BY:

Attorney Mary J. Gaziano
Village Attorney

ORDINANCE NO.

AN ORDINANCE ADOPTING THE 2021 INTERNATIONAL FIRE CODE BY REFERENCE AND MAKING AMENDMENTS THERETO

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE WIN-BUR-SEW FIRE PROTECTION DISTRICT, OF ILLINOIS, THAT:

Section 1. That the WIN-BUR-SEW FIRE PROTECTION DISTRICT hereby adopts by reference the International Fire Code, Edition 2021, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property from the occupancy of buildings and premises in the WIN-BUR-SEW FIRE PROTECTION DISCTRICT; providing for the issuance of permits and collection of fees therefor, and thereby repealing all other ordinances and parts of ordinances in conflict.

Section 2. That three (3) copies of the International Fire Code, Edition 2021 (One may be digital), have and shall be kept on file, including its appendices, for public inspection and shall also be known as the FIRE CODE OF THE WIN-BUR-SEW FIRE PROTECTION DISTRICT.

Section 3. That the following sections of the International Fire Code, Edition 2021, as adopted by the WIN-BUR-SEW FIRE PROTECTION DISTRICT are hereby revised and amended as follows:

(1) 107.7.- Inspection, Test and Plan Review Fees. Is amended to add:

Fees for occupancy inspections and tests of new fire alarm, fire suppression, and/or tanks installations shall be conducted when the system is completed. No charge shall be imposed for inspections and tests conducted on the first visit. Visits for any required inspections or tests which cannot be conducted due to the failure of the owner or installing contractor to properly and fully install the system to an inspection ready state, shall be subject to the following charges:

First visit	No fee
Second visit	$75.00
Third visit	$100.00

Plan Review Fees with inspection

Building Square Footage	Fee
0-5,000	$ 250.00
5,001 -20,000	$350.00
20,001-50,000	$450.00
50,001 +	$750.00

(2) 202 is amended to add:
Residential Group R-2 to include Townhouses in addition to occupancy examples

(3) 501.3 is amended to read as follows:
501.3- Construction Documents is added, Two (2) copies of all site plans/building/remodeling prints and plans shall be submitted to the Fire District for review and approval prior to construction. Electronic prints and plans are encouraged.

(4) 506.1.1 is amended to read as follows:
506.1.1- Locks- An AHJ approved lock shall be installed on gates or similar barriers, Fire Department Connections (FDC), near the main entrance, or as otherwise required by the Code Official.

(5) 506.1.1.1 is added to read as follows:
506.1.1.1 Lock Box Requirements:
1) All commercial properties (new or remodeled)
2) All residential structures with 3 or more attached living units (new or remodeled)
3) All senior housing (building constructed for people who are age of 60 or older)

(6) 604. Elevator Recall and Maintenance. Add the following:
604.1.1 Elevator Car Requirements. Elevator cars are to accommodate the ambulance stretcher. At least one elevator shall be of such a size and arrangement to be accommodate a 24 inch x 84 inch ambulance stretcher in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life) The symbol shall not be less than 3 inches high and shall be placed inside of both sides of the hoist way doorframe. The cab size is to be a minimum 5 foot x 7 foot platform and a minimum 2500 lb capacity with a 42" side slide door.

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(7) 903.2.7 is amended to read:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1) A Group M fire area exceeds 12,000 square feet.

2) A Group M fire area is located more than three stories above grade plane.

3) The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 12,000 square feet.

(8) 903.2.9 is amended to read:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1) A group S-1 fire area exceeds 12,000 square feet.

2) A Group S-1 fire area is located more than three stories above grade plane.

3) The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 12,000 square feet.

4) A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.

(9) 903.2.2.1 is added to read as follows:

903.2.2.1 Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy where one of the following conditions exists:

1) A Group B fire area has an occupant load of 50 or more.

2) A Group B fire area exceeds 12,000 square feet.

3) A Group B fire area is located more than three stories above grade plane.

4) The combined area of all Group B fire areas on all floors, including any mezzanines, exceeds 12,000 square feet.

(10) 903.3.1.1 NFPA 13 is amended to add the following:

903.3.1.1- Sprinkler Systems- Each tenant space, individual store or space shall have an approved water flow control valve to stop the flow of system water to each tenant space or individual store or space.

(11) 903.3.1.2 NFPA 13-R is amended to add the following:

903.3.1.2- NFPA 13-R Sprinkler Systems- Each dwelling shall have an approved water flow control valve to stop the flow of system water to each living/dwelling space.

(12) 903.3.1.3 NFPA 13-D is amended to add the following:

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903.3.1.3- NFPA 13-D Sprinkler Systems- Each dwelling shall have an approved water flow control valve to stop the flow of system water to each living/dwelling space.

(13) 903.3.7 is amended to add as follows:

903.3.7- Fire Department Connections- The location of the Fire Department Connection (FDC) shall be approved by the Fire Department official and shall be fitted with a five (5) inch Storz type fitting with locking cap with 30 degree elbow to meet the AHJ's specifications.

(14) 903.4.2 is amended to read as follows:

903.4.2 Alarms- Approved audible and visual device shall be connected outside the building for all structures requiring and automatic sprinkler system. An audible and visual device shall be wired to the sprinkler system flow switch and located above the Fire Department Connection (FDC) where an FDC is required. For structures not requiring an FDC (i.e. strip mall or multiple stores or businesses), an approved audible and visual device shall be connected to the outside of the structure facing the street or as approved by the AHJ. This is to indicate which store or business is having the flow alarm. In addition to the above, use Group M shall provide a minimum of one hard wired smoke or heat detector that is also wired to the sprinkler system flow switch and located in a central location of each business or occupancy that activates an outside audible and visual device with the location determined by the AHJ.

(15) False Alarms- All buildings with System Monitoring and Alarms shall be subject to a Fifty Dollar ($50.00) fine per response for any false alarm after a total of five (5) responses per year.

(16) Replacement Sprinkler Heads- Any Occupancy fitted with a sprinkler system, wet, dry, or combination, shall have a minimum of one (1) replacement sprinkler head of each type used in the occupancy located in the Sprinkler box in the riser room.

(17) Door Signage- Numbered, lettered, or color-coded doorway's and corridors in occupancy use Group A, Group H, Group I, Group R-1, R-2, R-4 and all covered malls and row of stores shall be required with the location determined by the AHJ.

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Section 4. The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder of its provisions.

Section 5. All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval, and publication, as required by law.

Section 6. A full, true and complete copy of this Ordinance shall be published in a newspaper of general circulation within the DISTRICT within thirty (30) days after passage.

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PASSED: _____, 2024

APPROVED: _____, 2024

Trustees Vote	Aye	Nay
Guy R. Cunningham	___	___
Michael Marsh	___	___
Charles Meyers	___	___

BOARD OF TRUSTEES OF WIN-BUR-SEW FIRE PROTECTION DISTRICT

SEAL

BY: _____
Guy R. Cunningham, President

ATTEST:

BY: _____
Charles Meyers, Secretary

Agenda Item Executive Summary

Item Name	Stormwater Management Discussion	Committee or Board	Committee

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

EXECUTIVE SUMMARY

The Village of Winnebago is facing significant challenges with its aging stormwater systems, particularly highlighted by recent severe storms that led to widespread flooding and sewer backups. The infrastructure's reduced capacity, especially at critical outfall points, has been exacerbated by issues like illicit sump pump discharges and sediment buildup, stressing the system's ability to manage heavy rainfall. A comprehensive stormwater study is recommended as a first step to assess the system's current conditions and identify necessary improvements, with potential funding options including general fund allocations, a stormwater utility fee, grants, or bonding. Staff is asking the Village Board for their recommendations and if there is an interest in budgeting for the study in 2025 and to provide guidance on preferred funding mechanisms for future stormwater initiatives.

ATTACHMENTS (PLEASE LIST)

Staff Memo, 2022 FRSA Smoke Testing Report, Map of FRSA Utilities/2012 Illicit Sump Pump Discharges

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Chad Insko, Director of Public Works Joseph Dienberg, Village Administrator	Date:	8/28/2024

2022 SOPER STREET SMOKE TESTING

FOUR RIVERS SANITATION AUTHORITY, ILLINOIS

SUMMARY REPORT

JANUARY 2023

PROJECT NO: 11-3913-00

INTRODUCTION

Four Rivers Sanitation Authority (FRSA) provides wastewater collection and reclamation service for Winnebago County and the Rock, Kishwaukee, Pecatonica, and Sugar River watersheds in Northern Illinois. FRSA owns and operates the sanitary sewer system for the Village of Winnebago and is conducting efforts to locate and repair sources of high inflow and infiltration (I/I) upstream of the Soper Street lift station.

The 2022 Sanitary Sewer Evaluation Survey (SSES) efforts included smoke testing which was performed by RJN Group (RJN). This report details the smoke testing investigation, results, and rehabilitation recommendations. An overall map of the study area is shown in Exhibit 1 of Appendix A.

INVESTIGATIONS AND RESULTS



The following sections detail the investigations performed and the corresponding results. Details of all data collected from smoke testing can be accessed through RJN's web portal Clarity® at clarity.rjn.com. Clarity's intuitive user interface can be used to view photos and videos, visualize data, and explore detailed investigation results.

SMOKE TESTING

Smoke testing is used to detect defects in the sanitary sewer system. It is a cost-effective method for detecting the existence of private defects, such as downspouts, area drains, and faulty sewer connections, as well as public defects, such as storm sewer connections and manhole defects. Exhibits 2 and 3 in Appendix A highlight the sewer segments smoke tested in the study area.

Public Relations

Because of the conspicuous nature of smoke testing and the possibility of test smoke entering homes and businesses, public notification is important. At least one week prior to smoke testing, letters were mailed to residents and businesses. These letters explained the purpose of the smoke testing, methods of preventing smoke from entering the building, and necessary actions to take in case smoke does enter the building. Prior to smoke testing, RJN field crews also distributed door hangers to each property in the study area. The fire and police department were informed daily of where and when the crew would be smoke testing. A copy of the letter sent to residents and the door hangers are provided in Appendix B.

Field Data Collection

Smoke testing consists of placing blowers on the upstream and downstream manholes of a sewer segment and blowing non-toxic smoke into the sewer segment. The product used for smoke testing was Superior® Smoke Generator candles.

It is important to note that varying soil and ground water conditions can affect the results of smoke testing. Testing was conducted during dry weather to allow for a higher probability of finding defects. Positive findings during the testing clearly indicate the presence of defects. Negative findings, however, are not clear indicators defects do not exist.

The presence of smoke was recorded if it was observed in public and private sector structures. These may have included sanitary manholes, storm structures, sanitary mainlines, service laterals, downspouts, private area drains, cleanouts, sump pumps, and private manholes.

Smoke defects were documented on a mobile data collection device where the crew identified the defect type, smoke intensity, and smoke location. A photograph of each defect was taken, containing a description of the defect and a link to the segment being smoke tested. In addition, a mapping grade GPS point was taken at each defect. Smoke testing was conducted from October 27 through November 1, 2022. Approximately 48,700 linear feet of sewer were smoke tested. The digital photos of each defect are included in the electronic deliverable provided with this report and on Clarity®.

Smoke defect observations made by the crew during smoke testing undergo quality control to ensure accuracy of defect types identified. The quality control was completed in December 2022. 30% of the private sector defects identified during field work were amended throughout the process, one example was amending a “Foundation Drain” defect to a “Lateral” defect because the age of the property was younger than the 1972 Clean Water Act. Additionally, a defect originally identified as “Other” was amended to “Downspout Disconnected”.

Smoke Testing Results

Smoke testing identified 88 smoke defects. The most significant public sector defects identified were sanitary manholes. The most significant private sector defects identified were laterals.

Table 1 summarizes the smoke testing findings and the estimated I/I flow contribution to the sewer system. The table is grouped by defects in the public and private sectors. All flow values are estimated for a 1-year, 1-hour rain event. The total I/I flow identified is 103,968 gallons per day (gpd). The detailed list of defects identified during smoke testing is listed in Appendix C and displayed in Exhibits 4-10 in Appendix A.

Table 1 - Smoke Testing Defect Summary

Smoke Source	Quantity	Est. Unit Flow (gpm)	Est. Total Flow (gpd)
Public Sector			
Sanitary Manhole - Frame Seal	57	0.5	41,040
Sanitary Manhole Cover - Pick Hole	1	1.0	1,440
Sub-Total	**58**		**42,480**
Private Sector			
Lateral	8	5.0	57,600
Cleanout - Missing/Broken Cap	18	0.1	2,592
Private Sanitary Manhole	1	0.5	720
Cleanout - Defective	2	0.1	288
Downspout - Disconnected	1	0.2	288
Sub-Total	**30**		**61,488**
Total (Public + Private)	**88**		**103,968**

CONCLUSIONS AND RECOMMENDATIONS

CONCLUSIONS

The investigations completed during the 2022 smoke testing identified both public and private sector sources of I/I. Approximately 59% of the total I/I identified came from the private sector and 41% came from the public sector. This distribution is only based on the portion of the system that was tested, which was primarily focused on public sector identification. The defects contributing the greatest amount of I/I were lateral and manhole frame seal defects. The broken/missing cleanout caps, downspouts, and vented covers will be the most cost-effective defects to fix. The fact that a high proportion of manholes in the study area had frame seal defects implies that other defects are likely, and therefore these manholes should be inspected. The lateral defects and the map data about the mainlines suggest the need for lateral and/or mainline televising and subsequent rehab. With the results and recommendations of this study, FRSA will be able to prioritize and manage future sewer rehabilitation work for the public and private sectors.

RECOMMENDATIONS

The rehabilitation recommendations were based on the results of smoke testing. The recommendations fall into one of two categories: public sector and private sector recommendations. These categories are further divided into recommendations for either additional investigation or rehabilitation. The additional investigation provides further clarification of the defect type and necessary repair.

Public Sector Recommendations

Public Sector Additional Investigation

Figure 1 – Manhole Frame Seal



During smoke testing, 57 sanitary manhole frame seal defects were identified, approximately 31% of all manholes in the study area. This defect can indicate a defective frame seal, cracked frame, broken chimney, or a variety of other defects that allow I/I to enter the sanitary manhole. The manholes that smoked during testing were not inspected as part of this project. It is recommended that FRSA inspect all the manholes in the study area. Manhole inspections will help determine the best method of manhole rehabilitation and subsequent manhole I/I reduction.

The findings from the investigations and GIS data show that approximately 15% of the gravity mains in the study area are unlined clay pipes (VCP). Often clay pipes will crack and the joints will separate over many years of being in-service. This allows constant infiltration in areas with high water table and inflow when the water table rises during wet-weather. If the soils are dense or the sewers are submerged in the water table, smoke testing will not identify defects in the mainlines. RJN recommends a mainline sewer televising program to assess and rehabilitate the condition of the clay pipes. Using Clarity, FRSA can access CCTV data and defects to drive a pilot investigation program for sewers that have a high likelihood of defects. The cost of this program will depend on the in-house capabilities of FRSA.

Public Sector Rehabilitation

There was one (1) sanitary manhole with an open pick hole (vented cover) identified during smoke testing. The vented cover at manhole 703-P03 is a source of I/I that allows rainwater to flow directly into the manhole. This defect can be eliminated by replacing the vented cover with a concealed pick hole cover. Removing vented covers is an easy, cost-effective way to reduce I/I flow in the sanitary system, although the frames may sometimes need replacement to ensure a tight cover-to-frame fit. Vented covers are the highest priority defects found in the public sector.

The cost estimate of all recommended public sector rehabilitation and additional follow-up is displayed in Table 3. Costs presented should be used for planning and budgetary purposes only as they are an estimation.

Table 2 - Public Sector Rehabilitation Cost Summary

Recommended Rehabilitation	Unit	Quantity	Unit Cost	Total Cost
Manhole Rehabilitation				
Replace Cover	Each	1	$500	$500
			Sub-Total	**$500**
Recommended Manhole Inspections				
Manhole Inspections	Each	184	$130	$23,920
Rehabilitation Recommendations	N/A			$6,000
Project Management	N/A			$4,000
			Sub-Total	**$33,920**
			Recommendations Cost Total	**$34,420**

Private Sector Recommendations

Private Sector Additional Investigations

Figure 2 – Disconnected Downspout



One (1) disconnected downspout – where the downspout is not connected to the riser pipe - was identified at 108 E Bluff St. It is recommended that it be dye traced in order to determine if the downspout is directly connected to the sanitary sewer. If it is directly connected, it should be plugged to avoid any future reconnection to the resident riser and gutter.

During smoke testing, eight (8) lateral defects were identified. The laterals are recommended for televising and possibly lateral T-lining. Televising of laterals should be completed prior to rehabilitation of any laterals. The cost of T-liners and lateral liners can vary substantially, depending on the presence of an existing cleanout, the length to the right-of-way, and other variables. It is recommended that FRSA develop and implement a lateral televising and lining program. Due to all the variables with lateral repair, a program-based approach is generally the most cost-effective and organized way to thoroughly assess laterals and perform rehab. Programs like this can be spread out over multiple years and budgeted for annually. RJN can assist with developing a program that fits available budget.

One (1) private sanitary manhole was identified during smoke testing. No inspection was performed on the structure. The private structure could be a grease trap, cistern, backflow preventer, or something else. The manhole may require additional inspection to confirm the defect(s) within the structure and to recommend the best rehabilitation method for repair.

Private Sector Rehabilitation

A total of 18 cleanouts with missing or broken caps were identified in the study area. While the estimated volume of flow contributed by these defects is relatively low, they can produce significant I/I if they are in an area prone to flooding and rehabilitation of these defects is cost-effective. FRSA may require property owners to replace the missing or broken caps, but in some cases, it may be more efficient for FRSA to replace the caps.

Figure 3 – Missing Cleanout Cap



Additionally, two (2) defective cleanouts were found in the study area. A defective cleanout indicates a problem with the cleanout riser or the lateral. Repairing them may entail replacement of the cleanout riser and part of the lateral. Defective cleanouts are not considered cost-effective to repair and are not recommended for rehabilitation at this point.

The cost estimate of all recommended private sector rehabilitation is displayed in Table 3. Costs presented should be used for planning and budgetary purposes only as they are an estimation.

Table 3 - Private Sector Rehabilitation Cost Summary

Recommended Rehabilitation	Unit	Quantity	Unit Cost	Total Cost
Highest Priority Defects				
Replace Missing/Broken Cleanout Cap	Each	18	$50	$900
Dye Trace and Plug Downspout	Each	1	$1,000	$1,000
	Rehabilitation Cost Estimate Total			**$1,900**

RECOMMENDATION SUMMARY

Based on the results from the investigations, about 33% of the manholes in the study area appear to be allowing significant I/I. It is recommended that FRSA inspect all the manholes in the study area to determine the exact approach for manhole rehabilitation. While there were no mainline defects found during smoke testing, it is still possible that mainline defects exist, particularly in the VCP sewers. The majority of the study area has PVC or lined sewers so it is recommended that FRSA televise all the non-PVC and unlined sewer mains to locate any mainline or lateral connection defects. While several lateral defects were found during smoke testing, is generally most cost effective to address lateral I/I by developing an organized program to televise and repair laterals rather than focusing only on the laterals that showed smoke defects. This can be summarized as follows:

High Priority Recommendations

- Perform manhole inspections and develop a rehabilitation program based upon the findings of the investigations (public)

- Dye trace then plug the disconnected downspout (private)
- Replace the vented cover with a concealed cover (public)
- Replace broken and damaged cleanout caps (private)

Additional Recommendations

- Televise the non-PVC and unlined sewer mains in the study area (approximately 7,000 LF, public)
- Develop a program for lateral televising and lining (private)

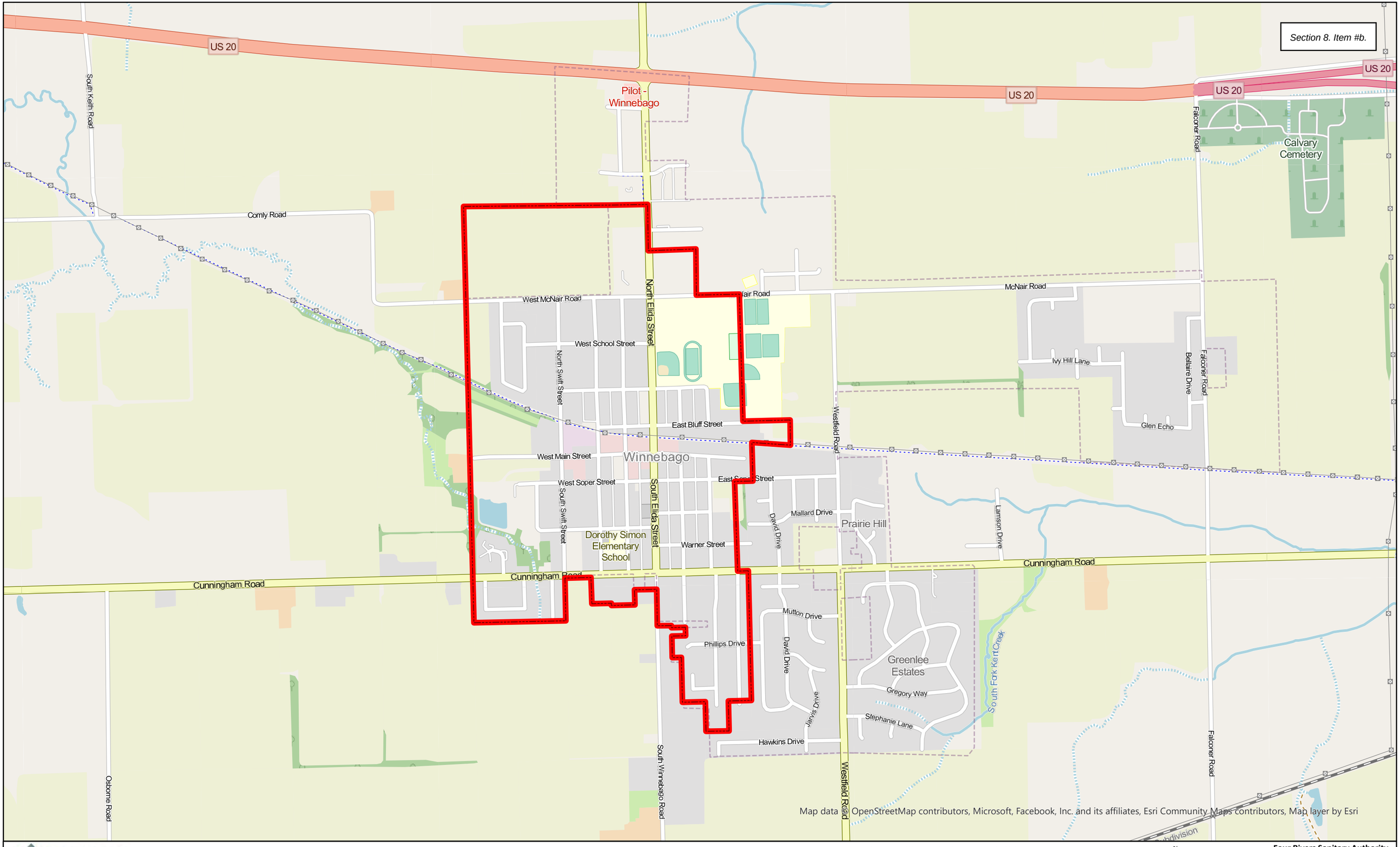
LIST OF APPENDICES

Appendix A – Exhibits
- Exhibit 1: Overall Study Area
- Exhibit 2-3: Smoke Tested Segments
- Exhibit 4-10: 2022 Smoke Testing Observations
- Exhibit11: VCP, DIP, and Unknown Pipe Material

Appendix B – Public Relations

Appendix C – Smoke Observation Table

APPENDIX A - EXHIBITS



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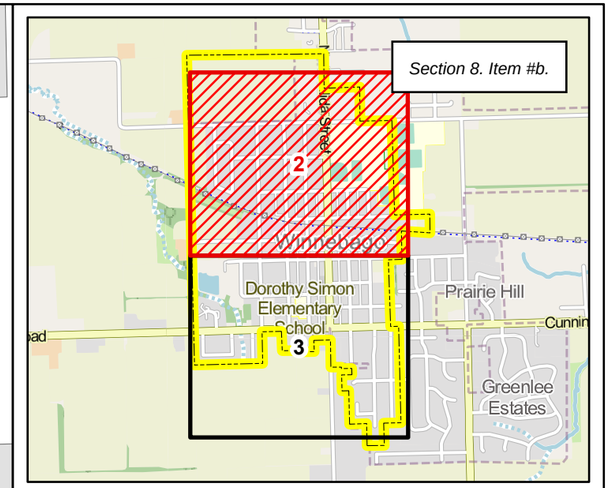
Smoke Testing Study Area

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Four Rivers Sanitary Authority
2022 Soper Street Smoke Testing
Overall Study Area - Exhibit 1
December 2022

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2022 Smoke Testing Study Area
Public Manhole
Private Manhole
Cleanout
Pump Station
Air Relief Valve
Public Gravity Main
Private Gravity Main
Force Main
Stub
Smoke Tested Segment
Building Footprint

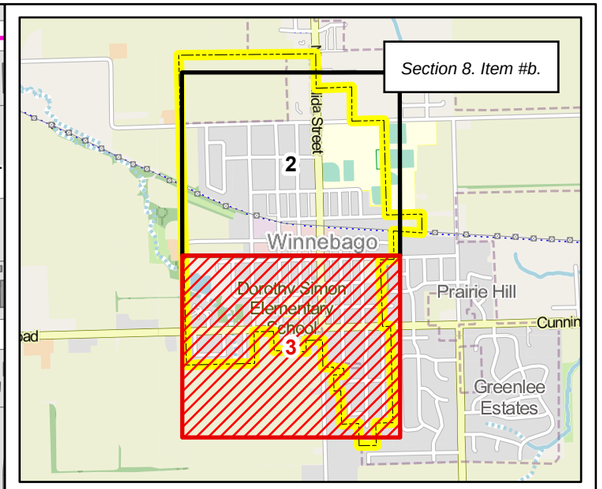
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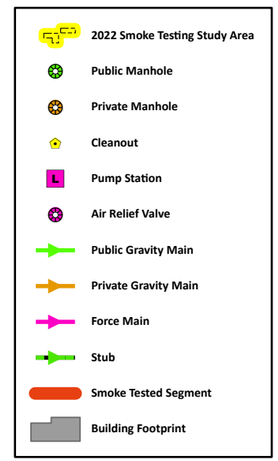
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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Tested Segments - Exhibit 2
December 2022

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MC DAMYN
MATHEW CT
PHILLIPS DR
WARNER ST
MALLARD RD
SCOTT CT
BOOKER DR
CLAYTON CT
S SWIFT ST
S PECATONICA ST
S BENTON ST
S ELIDA ST
S SEWARD ST
S CHURCH ST
S GOODLING ST
GOODLING ST
S WOODROW ST
S WINNEBAGO RD
DICKERSON DR
Soper Street



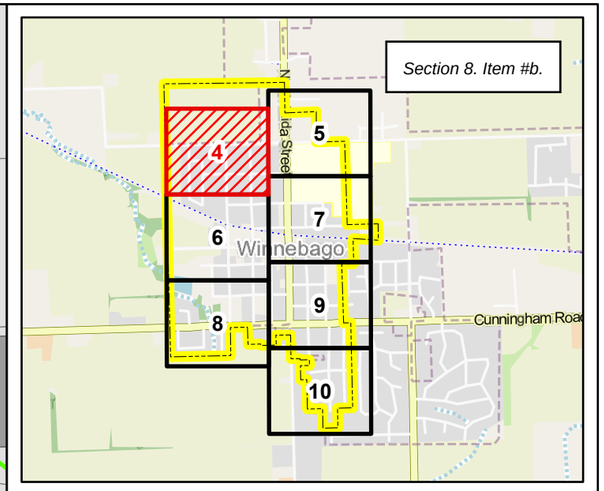


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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Tested Segments - Exhibit 3
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Observations

- Frame Seal Defect (FS)
- Manhole (Pick Holes) (PH)
- Cleanout, Missing/Broken Cap (CO, MB)
- Cleanout, Defective (CO, Def)
- Downspout, Disconnected (DS, Dis)
- Lateral (Lat)
- Private Sanitary Manhole (PSM)

- 2022 Smoke Testing Study Area
- Public Manhole
- Private Manhole
- Cleanout
- Pump Station
- Air Relief Valve
- Public Gravity Main
- Private Gravity Main
- Stub
- Force Main

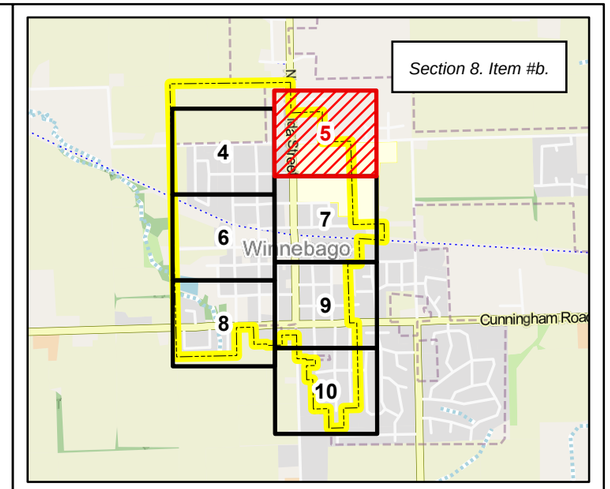
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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Testing Observations - Exhibit 4
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Observations

- Frame Seal Defect (FS)
- Manhole (Pick Holes) (PH)
- Cleanout, Missing/Broken Cap (CO, MB)
- Cleanout, Defective (CO, Def)
- Downspout, Disconnected (DS, Dis)
- Lateral (Lat)
- Private Sanitary Manhole (PSM)

- 2022 Smoke Testing Study Area
- Public Manhole
- Private Manhole
- Cleanout
- Pump Station
- Air Relief Valve
- Public Gravity Main
- Private Gravity Main
- Stub
- Force Main

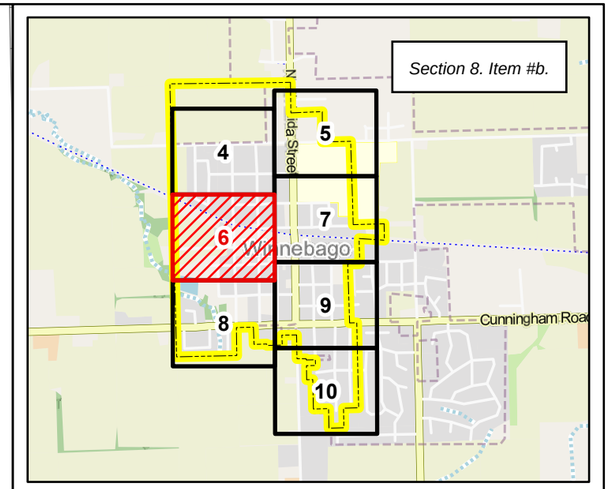
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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Testing Observations - Exhibit 5
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Observations

- Frame Seal Defect (FS)
- Manhole (Pick Holes) (PH)
- Cleanout, Missing/Broken Cap (CO, MB)
- Cleanout, Defective (CO, Def)
- Downspout, Disconnected (DS, Dis)
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- 2022 Smoke Testing Study Area
- Public Manhole
- Private Manhole
- Cleanout
- Pump Station
- Air Relief Valve
- Public Gravity Main
- Private Gravity Main
- Stub
- Force Main

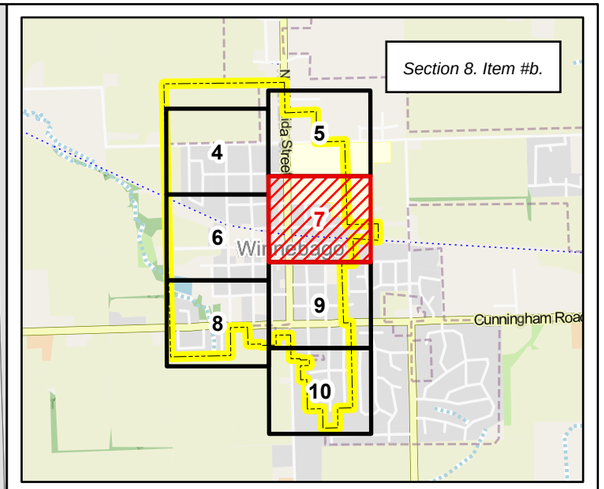
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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Testing Observations - Exhibit 6
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Observations

- Frame Seal Defect (FS)
- Manhole (Pick Holes) (PH)
- Cleanout, Missing/Broken Cap (CO, MB)
- Cleanout, Defective (CO, Def)
- Downspout, Disconnected (DS, Dis)
- Lateral (Lat)
- Private Sanitary Manhole (PSM)

- 2022 Smoke Testing Study Area
- Public Manhole
- Private Manhole
- Cleanout
- Pump Station
- Air Relief Valve
- Public Gravity Main
- Private Gravity Main
- Stub
- Force Main

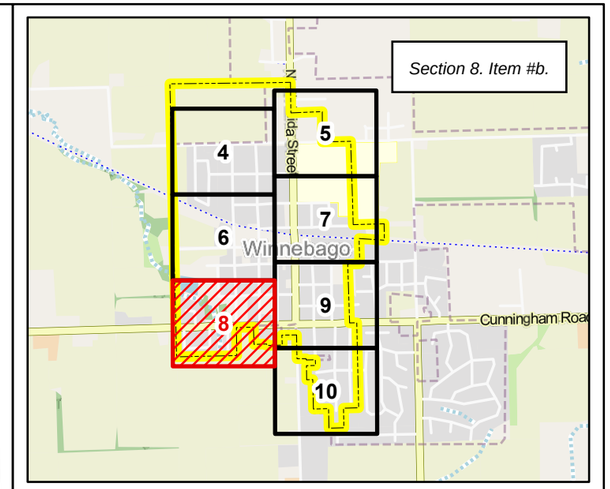
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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Testing Observations - Exhibit 7
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Observations

- Frame Seal Defect (FS)
- Manhole (Pick Holes) (PH)
- Cleanout, Missing/Broken Cap (CO, MB)
- Cleanout, Defective (CO, Def)
- Downspout, Disconnected (DS, Dis)
- Lateral (Lat)
- Private Sanitary Manhole (PSM)

- 2022 Smoke Testing Study Area
- Public Manhole
- Private Manhole
- Cleanout
- Pump Station
- Air Relief Valve
- Public Gravity Main
- Private Gravity Main
- Stub
- Force Main

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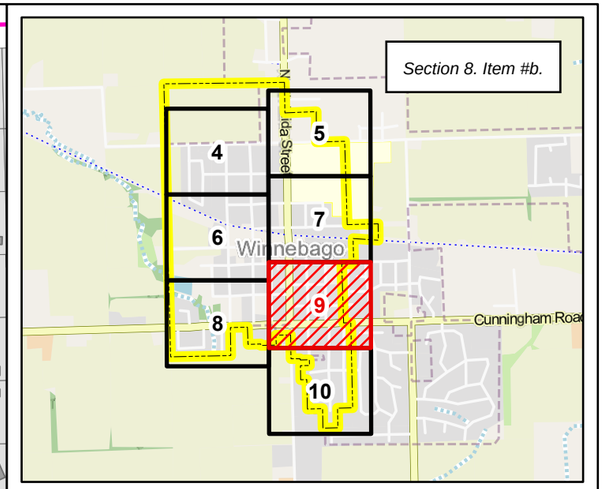
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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Testing Observations - Exhibit 8
December 2022

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Observations

- Frame Seal Defect (FS)
- Manhole (Pick Holes) (PH)
- Cleanout, Missing/Broken Cap (CO, MB)
- Cleanout, Defective (CO, Def)
- Downspout, Disconnected (DS, Dis)
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- Private Sanitary Manhole (PSM)

- 2022 Smoke Testing Study Area
- Public Manhole
- Private Manhole
- Cleanout
- Pump Station
- Air Relief Valve
- Public Gravity Main
- Private Gravity Main
- Stub
- Force Main

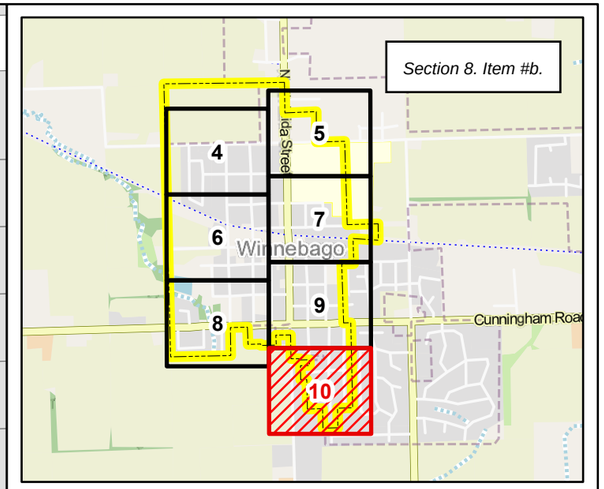
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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Testing Observations - Exhibit 9
December 2022

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Observations

- Frame Seal Defect (FS)
- Manhole (Pick Holes) (PH)
- Cleanout, Missing/Broken Cap (CO, MB)
- Cleanout, Defective (CO, Def)
- Downspout, Disconnected (DS, Dis)
- Lateral (Lat)
- Private Sanitary Manhole (PSM)

- 2022 Smoke Testing Study Area
- Public Manhole
- Private Manhole
- Cleanout
- Pump Station
- Air Relief Valve
- Public Gravity Main
- Private Gravity Main
- Stub
- Force Main

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Four Rivers Sanitation Authority
2022 Soper Street Smoke Testing
Smoke Testing Observations - Exhibit 10
December 2022

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Segment Type	Quantity of VCP, DIP, or Unknown Material Segments	Linear Footage of VCP, DIP, or Unknown Material Segments
Gravity Mains	32	7,063 LF
Stubs	9	85 LF

0 500 1,000
Feet

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Public Manhole
Private Manhole
Cleanout
Public Gravity Main
Private Gravity Main
Stub
Pump Station
Air Relief Valve
Force Main
2022 Smoke Testing Study Area
Pipe Material is VCP, DIP, or Unknown

Four Rivers Sanitation Authority
2022 SSES
VCP, DIP, and Unknown Pipe Material
January 2023

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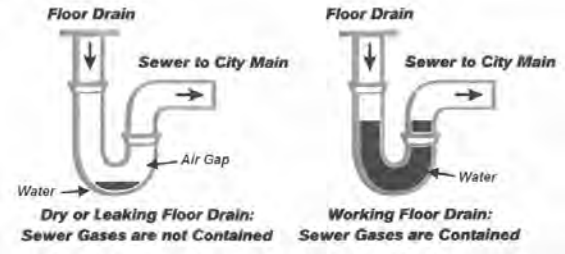
APPENDIX B – PUBLIC RELATIONS

Four Rivers
Sanitation Authority

N O T I C E

Inspection crews will be conducting a physical survey of the **Four Rivers Sanitation Authority** sanitary sewer system in your area. Workers will be accessing manholes to "SMOKE TEST" sewers and locate defects in the system. The smoke is NON-TOXIC, HARMLESS AND CREATES NO FIRE HAZARD.

The smoke should not enter your home unless you have defective plumbing or dried up drain traps. Pour 1 gallon of water down all floor drains and any rarely used sinks/ tubs/ toilets to ensure a water barrier is maintained in the drain traps. The drain trap water barrier is there to prevent sewer gases or odors from entering the building. If the drain trap water barrier is present and smoke does enter your home, the potential exists for sewer gases to also enter your home and you should consult a licensed plumber to fix the problem.



Some sewer lines and manholes may be located in backyards. Whenever these lines require investigation, members of the inspection crews will need access to the sewer lines and manholes. These crews are RJN Group personnel and will be identified with uniforms and badges. Homeowners do not need to be home and **FIELD CREWS ARE NOT REQUIRED TO ENTER YOUR BUSINESS OR RESIDENCE.**

If smoke enters your home, and the field crew is still on your street, please contact a member of the crew or the RJN Field Crew Leader at (630) 272-5461.

We anticipate the smoke testing will require a few days in your area. Your cooperation is appreciated. The information gained from this study will be used to improve the sewer system in keeping with state and federal regulations. **Please call if you have any questions about respiratory concerns or the smoke testing process, RJN staff will be happy to help you.**

For additional information:

Visit the RJN Group website - www.rjn.com/faq

Call -
Four Rivers Sanitation Authority– (815) 387-7660
RJN Project Manager, Lewis Chellberg – (630) 414-3437

Four Rivers
Sanitation Authority

A V I S O

En los próximos días, grupos de inspectores estarán conduciendo un examen físico del alcantarillado del **Four Rivers Sanitation Authority**. Los trabajadores tendrán acceso a las alcantarillas para hacer pruebas de humo y localizar defectos en el sistema de drenaje. EL HUMO NO ES TÓXICO, ES INOFENSIVO Y NO CREA NINGÚN RIESGO DE INCENDIOS.

El humo no debe entrar a su casa o negocio a menos que tenga plomería defectuosa o trampas de desagüe secas. Si usted tiene algún desagüe que no ha sido utilizado con frecuencia, por favor vierta una jarra grande de agua en el desagüe para llenar la trampa. Esto debe evitar que el humo entre el edificio. Si humo entra a través de una trampa llena, existe la posibilidad de que los gases del drenaje entren a su casa o establecimiento y usted debe consultar un plomero licenciado para arreglar el problema.



Algunas tuberías y alcantarillas se localizan en las yardas traseras. Cuando estas tuberías requieren una investigación, los miembros del grupo de inspectores necesitarán acceso a la yarda trasera para inspección. Estos equipos de trabajadores son personal de RJN Group y estarán uniformados y llevando sus respectivas tarjetas de identificación. Los dueños de casa no necesitan estar presente y **EN NINGÚN MOMENTO LOS EQUIPOS DE TRABAJADORES NECESITAN ENTRAR A SU NEGOCIO O RESIDENCIA.**

Si entra humo a su casa por favor contacte a uno de los trabajadores si todavía se encuentran en su calle, o llame RJN Group al (630) 364-4863 (para español).

Anticipamos que las pruebas de humo durarán unos pocos días en su área. Se le agradece su cooperación. La información obtenida de este estudio será utilizada para mejorar el alcantarillado de acuerdo con regulaciones estatales y nacionales.

Para información adicional:
Visite el sitio web de RJN Group - www.rjn.com/faq
Llama – RJN Group (Para Español) – (630) 364-4863
FRSA (Para Español) – (815) 387-7501

Four Rivers
Sanitation Authority

Board President
Richard T. Pollack

Board Vice President
Benjamin W. Bernsten

Board Clerk/Treasurer
Ginger Haas

Donald J. Massier

Board Trustee
Elmer Jones

Executive Director
Timothy S. Hanson

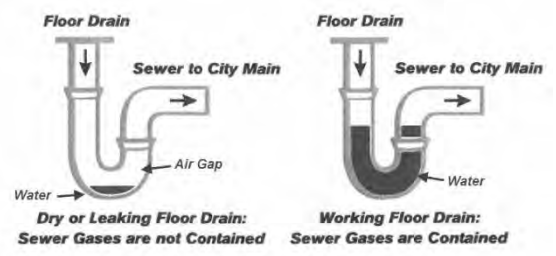
OCTOBER 2022

RE: **2022 Sanitary Sewer Smoke Testing**

Dear Resident,

The Four Rivers Sanitation Authority is conducting a program to identify locations where storm water is entering the Authority's sanitary sewer system. The study, being performed by the engineering firm RJN Group, Inc. of Wheaton, Illinois, includes smoke testing of the sanitary sewers.

Smoke testing is a simple means of locating openings in the sewer system that allow surface rainwater runoff to enter the sanitary sewers. Air combined with non-toxic smoke is forced into the sewer at manholes, often located in the street, filling the system. Smoke will appear where there are defects in the main sewer line (usually located under the road) or laterals (connection between the main sewer line and a building) or where other connections to the sewer system exist, such as roof drains, patio drains and footing drains.



Smoke should not enter buildings unless there is defective plumbing or dried-up drain traps. Pour 1 gallon of water down all floor drains and any rarely used sinks/tubs/toilets to ensure that a water barrier is maintained in the drain traps. The drain trap water barrier prevents sewer gases or odors from entering the building. If the drain trap water barrier is present and smoke does enter your home, the potential exists for sewer gases to also enter your home and you should consult a licensed plumber to fix the problem. If smoke is entering your home during the smoke testing, contact a member of the RJN crew if they are still on your street. If the RJN crew is no longer in the area, contact the RJN Group office at 630-682-4700.

The smoke is non-toxic, low odor, creates no fire hazard, leaves no residue, dissipates quickly, and is harmless. However, if someone in your home has respiratory concerns, they may wish to leave smoke-filled areas until smoke testing is completed. Additional information on smoke testing can be found on the RJN Group website: **www.rjn.com/faq** or use the QR code to get to the site. RJN Group staff will be happy to speak with you if you have any further questions about the smoke testing process or respiratory concerns. Please contact the RJN project manager at the number listed below.

Smoke testing is scheduled to begin late October and is expected to be completed by early November, weather permitting. Additional notification will be provided by door hanger cards prior to the start of smoke testing and signs will be posted when crews are testing in your area.

If you have any questions, please call Lewis Chellberg, RJN Project Manager, at (630) 414-3437 or the Four Rivers Sanitation Authority at (815) 387-7660. Your cooperation with the 2022 Sanitary Sewer Smoke Testing program is greatly appreciated.

Sincerely,

Four Rivers Sanitation Authority

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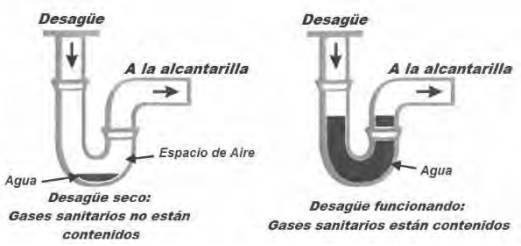
OCTUBRE 2022

RE: **2022 Pruebas de Humo del Alcantarillado Sanitario**

Estimado residente,

Text El Pueblo de Winnebago está conduciendo un programa para identificar donde el sistema de agua fluvial está entrando al sistema sanitario. El estudio está siendo conducido por la empresa de ingenieros de la compañía RJN Group Inc. de Wheaton, Illinois, y incluye pruebas de humo de las alcantarillas sanitarias.

Las pruebas de humo son una forma sencilla para localizar aperturas en el sistema del drenaje que permiten la entrada de agua en el sistema sanitario cuando llueve. Se forza aire combinado con humo que no es tóxico en las líneas del drenaje para localizar las conexiones y las infiltraciones. El humo va a aparecer donde haya defectos en la línea principal o laterales (la tubería que conecta la línea principal y la de la casa o edificio) o donde haya otras conexiones al sistema sanitario como, el drenaje del techo, el drenaje del patio y el drenaje debajo de la tierra.



Humo no debe de entrar en la casa a menos que tenga plomería defectuosa o desagües secos. Tome un minuto para poner una jarra grande de agua en todos los desagües, lavamanos, bañeras, o inodoros pocos usados para llenar las trampas con una barrera de agua. Las trampas cuando están llenas previenen gases y olores de entrar al edificio. Si han metido agua y humo todavía entra a su casa, también existe la posibilidad que entren gases sanitarios a su casa y usted debe consultar un plomero licenciado para resolver el problema. Si humo entra su casa durante las pruebas de humo, contacte un miembro del equipo de RJN si todavía están en su calle, o llame la oficina de RJN en (630) 364-4863 (para español) si ya no están en su barrio.

El humo no es tóxico, no crea ningún riesgo de incendio, no deja residuos, desaparece pronto y es inofensivo. Sin embargo, si hay alguien en su casa con problemas respiratorios, debe de tomar precaución extra por su cuenta, como salir de su casa hasta que las pruebas de humo sean terminadas.

Las pruebas de humo están programadas para comenzar finales de Octubre y se espera que estén terminadas principios de Noviembre, si el tiempo lo permite. Información adicional será proporcionada en su puerta antes del inicio de la prueba de humo. Anuncios altamente visibles serán colocados en las intersecciones cuando las cuadrillas estén trabajando.

Información adicional sobre pruebas de humo se puede encontrar en el sitio web de RJN: **www.rjn.com/faq**, o utiliza el código QR para llegar al sitio. Si usted tiene preguntas, por favor llame RJN al (630) 364-4863 (para español) o el Four Rivers Sanitation Authority al (815) 387-7501 (para español).

Se agradece su cooperación con el programa de pruebas de humo del sistema sanitario del 2022.

Sinceramente,

Four Rivers Sanitation Authority

APPENDIX C – SMOKE OBSERVATION TABLE

rjngroup Engineering infrastructure for tomorrow

Smoke Testing Observations

Four Rivers Sanitation Authority

Defect Name	USMH: DSMH	Address	Qty	Smoke Intensity	Surface Type	Sector	Est. Total Flow (gpd)
Cleanout, Defective	703-022:703-021	406 N Benton st	1	Low	Unpaved	Private	144
Cleanout, Defective	703-034:703-033	502 N elida st	1	Medium	Unpaved	Private	144
Total: 2			**Qty: 2**				**Total: 288**
Cleanout, Missing/Broken Cap	701-016:701-015	409 N swift st	1	High	Unpaved	Private	144
Cleanout, Missing/Broken Cap	701-016:701-015	407 N swift st	1	High	Unpaved	Private	144
Cleanout, Missing/Broken Cap	703-023:703-018	106 W bluff st	1	Low	Unpaved	Private	144
Cleanout, Missing/Broken Cap	704-025:704-024	207 Phillips dr	1	Low	Paved	Private	144
Cleanout, Missing/Broken Cap	700-045:700-044	307 S swift st	1	Low	Unpaved	Private	144
Cleanout, Missing/Broken Cap	700-030:700-029	407 Woodrow st	1	Low	Unpaved	Private	144
Cleanout, Missing/Broken Cap	700-051:700-050	313 S Pecatomica st	1	Low	Unpaved	Private	144
Cleanout, Missing/Broken Cap	700-009:700-008	301 W Main St	1	Low	Unpaved	Private	144
Cleanout, Missing/Broken Cap	704-058:704-057	312 E Soper St	1	Low	Unpaved	Private	144
Cleanout, Missing/Broken Cap	704-016:704-015	312 S Church st	1	Low	Unpaved	Private	144
Cleanout, Missing/Broken Cap	703-028:703-027	406 N Elida St	1	Low	Unpaved	Private	144
Cleanout, Missing/Broken Cap	700-033:700-032	51 Clayton ct	1	Low	Paved	Private	144
Cleanout, Missing/Broken Cap	701-015:701-014	410 N swift rd	1	Medium	Unpaved	Private	144
Cleanout, Missing/Broken Cap	703-010:703-009	404 School st	1	Medium	Unpaved	Private	144
Cleanout, Missing/Broken Cap	703-038:703-023	108 N Elida st	1	Medium	Paved	Private	144
Cleanout, Missing/Broken Cap	703-021:703-020	314 N Benton st	1	Medium	Unpaved	Private	144
Cleanout, Missing/Broken Cap	703-014:703-013	309 N Swift st	1	Medium	Unpaved	Private	144
Cleanout, Missing/Broken Cap	701-016:701-015	410 N swift st	1	Medium	Unpaved	Private	144
Total: 18			**Qty: 18**				**Total: 2,592**
Downspout(s) Disconnected	703-023:703-018	108 E Bluff st	1	Low	Unpaved	Private	288
Total: 1			**Qty: 1**				**Total: 288**
Lateral	700-059:700-008	306 W main st	1	Low	Unpaved	Private	7,200
Lateral	704-034:704-033	501 S goodling st	1	Low	Unpaved	Private	7,200
Lateral	704-033:704-032	403 E Cunningham rd	1	Low	Unpaved	Private	7,200
Lateral	703-050:703-006	202 N Swift st	1	Low	Unpaved	Private	7,200
Lateral	700-049:700-046	406 W Cunningham rd	1	Low	Unpaved	Private	7,200
Lateral	700-073:700-072	308 S Benton st	1	Low	Unpaved	Private	7,200
Lateral	703-032:703-031	501 E McNair rd	1	Low	Unpaved	Private	7,200
Lateral	703-027:703-026	317 N Benton st	1	Medium	Paved	Private	7,200
Total: 8			**Qty: 8**				**Total: 57,600**
Private Sanitary Manhole	700-051:700-050	308 W Winnebago	1	Low	Paved	Private	720
Total: 1			**Qty: 1**				**Total: 720**
Manhole Cover, Pick Hole	703-P03:703-P01	407 N elida st	1	Low	Paved	Public	1,440
Total: 1			**Qty: 1**				**Total: 1,440**
Sanitary Manhole, Frame Seal	704-037:704-036	612 S Goodling st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-030:704-028	221 Mathew Ct	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-025:703-024	302 N elida st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	704-038:704-037	618 Goodling st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-048:703-032	501 N elida st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-016:704-015	405 S Goodling st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-009:703-008	308 N Swift st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	704-024:704-023	602 Phillips dr	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-013:703-012	310 N pecatonica st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-037:703-047	602 N Elida St	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-021:703-020	401 N pecatonica st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-040:703-039	407 N Elida St	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	704-025:704-024	204 Phillips dr	1	Low	Paved	Public	720

Defect Name	USMH: DSMH	Address	Qty	Smoke Intensity	Surface Type	Sector	Est. Total Flow (gpd)
Sanitary Manhole, Frame Seal	700-028:700-023	406 W Cunningham Rd	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-027:703-026	104 School st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-016:703-014	307 School st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-033:703-030	502 N elida st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-034:704-033	507 Goodling st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-P05:703-P04	304 N Elida St	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	700-045:700-044	313 Booker dr	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-022:703-021	411 N Pecatonica St	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	704-028:704-053	616 S Chruch st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-014:703-013	305 School st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-028:703-027	406 N elida st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	704-033:704-032	502 S goodling st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-003:703-052	206 N pecatonica st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-024:703-023	210 N Elida st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-021:704-020	503 S church st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-012:703-011	305 W Runyard st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-006:703-005	204 N Swift st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	700-035:700-034	80 Clayton ct	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-015:703-014	305 School st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	704-053:704-027	610 S Church St	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-050:703-006	204 N Swift st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	700-022:700-021	502 W Cunningham rd	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-010:703-009	402 W Runyard st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	700-024:700-023	407 McDamyn Cir	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-002:704-001	106 E main st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-007:703-006	212 N Swift st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	704-031:704-030	605 Mathew ct	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-049:704-005	402 E main st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-046:703-044	307 E bluff st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	700-038:700-037	402 Mcdamyn cir Unit:	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-027:704-024	606 S church st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	700-054:700-053	323 S elida st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	700-046:700-045	322 W Cunningham Rd	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-041:703-038	203 E Bluff st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	700-026:700-025	510 Mcdamyn cir	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	703-047:703-036	508 N Elida St	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-045:704-044	308 S church st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-020:704-017	503 S church st	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	700-066:700-010	208 W Soper st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	700-033:700-032	10 Clayton ct	1	Low	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-036:703-034	500 N elida st	1	Low	Paved	Public	720
Sanitary Manhole, Frame Seal	704-018:704-017	506 S Seward st	1	Medium	Unpaved	Public	720
Sanitary Manhole, Frame Seal	701-001:700-015	204 Shelden dr	1	Medium	Unpaved	Public	720
Sanitary Manhole, Frame Seal	703-026:703-025	310 N Elida st	1	Medium	Unpaved	Public	720
Total: 57			**Qty: 57**				**Total: 41,040**

Report Summary

Total Number of Defects: 88

Total Flow (including Manhole Defects): 103,968 gpd

VILLAGE OF WINNEBAGO

MEMORANDUM

Prepared By:	Chad Insko, Director of Public Works Joseph Dienberg, Village Administrator
Meeting Name:	Committee of the Whole
Meeting Date:	August 28, 2024
Item Name:	Village of Winnebago Stormwater Management

Background:

The Village of Winnebago is committed to maintaining and improving our aging stormwater system, particularly in the older sections of the village where the impacts of time are most evident. As with any stormwater system, aging infrastructure can lead to decreased efficiency due to sediment buildup, pipe deterioration, and reduced capacity, which heightens the risk of flooding and infrastructure failure. Heavy rain events in recent years have underscored the system's vulnerabilities, especially where issues begin at the system's outfall points—where stormwater is ultimately released into local waterways or drainage basins—and then compound as water backs up and spreads upstream through the system. These outfall points, or ending discharge locations, are critical junctures in the stormwater network, and their capacity and functionality directly impact the overall performance of the entire system.

To mitigate these risks, the Village has taken proactive measures by regularly clearing clogged culverts, addressing problem areas as they arise, and performing essential maintenance to ensure debris and sediment are removed from drains. These low-cost, easily implemented actions are the first line of defense in maintaining system functionality. Intermediate steps might include retrofitting existing infrastructure with more efficient technologies, like installing permeable pavement or upgrading to larger capacity pipes. Additionally, the Village also requires proper engineering with all new developments to ensure that any new structures and surfaces properly account for runoff.

Looking forward, the Village recognizes that larger-scale investments may be necessary to secure long-term stormwater management. Green infrastructure projects, such as the creation of wetlands, rain gardens, or bioswales, offer natural solutions to manage runoff. Additionally, massive projects like redesigning and expanding the entire stormwater network, or constructing large underground retention basins, can provide long-term solutions to accommodate increased runoff.

The most efficient and effective approach to improving stormwater systems is to begin at the discharge points, where water exits the system, and work backward. Starting at the endpoint ensures that the system can handle the increased flow that results from upstream improvements. If enhancements begin at the upper sections of the system, they may increase the volume and speed of water flowing downstream before the downstream infrastructure is capable of managing it, potentially exacerbating flooding issues. By addressing the capacity and functionality of the discharge point first, the system can gradually be upgraded in a way that reduces risks, supports the natural flow of water, and ensures each improvement effectively integrates with the existing infrastructure.

Current Challenges:

The Village of Winnebago is currently facing significant challenges with its stormwater and sanitary systems, particularly highlighted during the recent storms on July 13th and 14th. These heavy rain events led to widespread flooding and sewer backups, affecting numerous residents. The underlying issues stem from a combination of factors that put undue stress on our aging infrastructure.

While inflow and infiltration (I/I)—the process where groundwater and stormwater enter the sanitary sewer system through cracks, joints, and other openings—was initially suspected to be a significant issue, recent smoke testing conducted by the Four Rivers Sanitation Authority (FRSA) suggests that I/I may not be the primary culprit in this case. The testing showed that the system is relatively secure, meaning that the majority of the excess water is likely coming from illicit sump pump discharges rather than from widespread infiltration of stormwater into the sanitary sewers.

The Soper Street Pump Station was particularly affected, as it was overcome by the stormwater flow. The average sanitary flow to the station in the days prior to the storm (July 1st to July 13th, 2024) was 210,504 gallons per day. However, on July 15th, the flow through the station surged to 1,526,040 gallons (7.25 times the dry weather flow), significantly exceeding its permitted capacity of 1,164,960 gallons per day. The actual capacity for a single pump at the station is 1,296,000 gallons per day, roughly six times the volume of normal dry weather flow, whereas IEPA design guidelines generally consider a peak flow factor of just over 4. Comparatively, other pump stations like Greenlee and Winnebago Corners experienced much smaller increases in flow (1.37 and 1.64 times their respective dry weather flows), which are within acceptable ranges for sanitary sewers.

From the data provided by FRSA, Illicit sump pump discharges have been identified as a primary contributor to these problems. In conjunction with the above findings, FRSA conducted smoke testing in 2022 as part of its efforts to locate and repair sources of high I/I upstream of the Soper Street Pump Station. The testing identified 88 smoke defects, with the most significant public sector defects being related to sanitary manholes and private sector defects related to laterals. The total estimated I/I flow identified from the defects is approximately 103,968 gallons per day.

The report concludes that both public and private sector sources contribute to the I/I, with lateral and manhole frame seal defects being the most significant contributors. Recommendations from the report include conducting further manhole inspections, televising and rehabilitating lateral and mainline defects, and replacing missing or broken cleanout caps to mitigate these issues.

According to data from FRSA, that many the primary culprit (59%) of defects came from private property, and a common culprit being residents redirecting their sump pumps into the sanitary sewer system instead of allowing the water to flow into the stormwater system or yard. This is often done to avoid having a wet yard on the part of the homeowner, but it significantly increases the volume of water entering the sanitary sewers during heavy rain events. This additional, unauthorized discharge can overwhelm the system, leading to backups and flooding. Despite efforts to enforce compliance, including required inspections upon the sale of any residential homes within the village, as well as the initial village wide inspections completed by January 8, 2013 after completing the transition to the sanitary district, that ensured 100% of buildings in Winnebago had their clearwater discharge systems correctly installed, illicit discharges remain a problem.

To address the root cause, stormwater infrastructure in some parts of the village is inadequate to handle the volume of water generated by intense storms. This aging infrastructure, especially in older sections of the village, has reduced capacity due to sediment buildup, pipe deterioration, and other factors that limit its effectiveness. When these

systems are overwhelmed, water cannot be efficiently diverted away from homes and streets, leading to localized flooding.

Comprehensive Stormwater Study:

To effectively move forward with any substantial improvements to the Village of Winnebago's stormwater system, staff advises that the first and most critical step be to conduct a comprehensive stormwater study. This study would provide detailed insights into the existing conditions, identify the most pressing issues, and recommend specific improvements. The cost of such a study can vary, but it could be in the range of $40,000 or more, depending on the scope and complexity of the analysis.

For example, in a similar study conducted by the Village of Stillman Valley, the study included an analysis of existing conditions, hydrologic and hydraulic modeling, an evaluation of current infrastructure, and the development of improvement alternatives. The study also provided detailed cost estimates for various improvement scenarios and identified the potential impact of those improvements on flood risk and system performance. Such a study in Winnebago would likely involve similar components, including an assessment of the entire drainage basin, the capacity of existing culverts and ditches, and the development of potential improvement plans tailored to our village's specific needs. Investing in this study would enable the Village to make informed decisions about future stormwater projects, ensuring that any funds spent are directed toward the most effective solutions.

Funding for Future Stormwater Projects and Study:

Funding is a crucial component for moving forward with necessary improvements to the Village of Winnebago's stormwater system. Municipalities tackle stormwater management funding in various ways, each with its own set of advantages and challenges. Some municipalities rely on operating expenses from their general fund, which allows for immediate action but often pulls resources away from other vital services. This approach can be sustainable for smaller, incremental improvements, but may fall short when it comes to financing larger-scale projects that require significant investment. It should also be noted that Public Works currently addresses drainage issues at this level already; challenges arise when any larger projects that require significant capital outlay are needed.

Another option is the creation of a stormwater utility fee or tax, which dedicates specific revenue streams to stormwater management. In other municipalities, this fee may be calculated based on a property’s impervious surface area, meaning those who contribute more runoff would pay more toward the system’s maintenance and improvement. Implementing a stormwater utility fee can provide a stable and equitable funding source that grows with the community’s needs, making it a viable option for financing both immediate repairs and long-term infrastructure projects.

Village staff are also continuously on the lookout for grant opportunities that could help fund stormwater projects. While grants can provide valuable financial assistance, they are not a reliable or consistent solution for long-term funding. Grants often come with specific criteria and competitive processes, meaning they cannot be solely relied upon to cover all necessary expenses. However, when successfully secured, grants can help offset costs and supplement other funding methods.

Another option to consider is bonding for a stormwater project. By issuing bonds, the Village can secure the necessary funds upfront to undertake significant improvements or complete a large-scale project all at once. Bonding spreads the cost over many years, making it more manageable for the community and aligning the financial burden with the long-term benefits of the project. While this approach does involve taking on debt, it allows the Village to

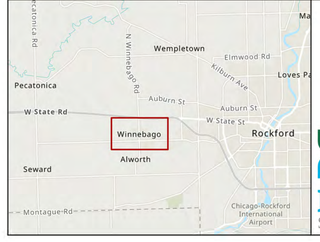
address pressing infrastructure needs immediately without relying solely on the current budget or imposing a new fee. This option would not be necessary until a large project is identified, which may be the case once a comprehensive study is completed and specific improvements are recommended. Bonding could be particularly attractive if the Board wishes to make substantial, impactful upgrades to the stormwater system in a shorter time frame.

Next Steps:

With these options in mind, staff is seeking input from the Village Board on how to proceed with future stormwater projects. The key questions are: (1) Should staff budget for the completion of a Comprehensive Stormwater Study in 2025, and (2) How does the Board prefer to fund future stormwater initiatives? The Board could consider exploring the development of a stormwater utility fee, which would provide a dedicated revenue stream for these improvements. Alternatively, staff could examine the current budget to identify what could be funded out of the general fund, with the understanding that this would inevitably divert resources from other essential services. Additionally, bonding could be considered as a funding option, but this would not be necessary until a large project is identified—something that may become clear once a study is completed and specific improvements are recommended.

Staff is prepared to provide more detailed information on the potential for a stormwater fee or bonding options, including how it could be structured and the revenue it might generate. However, we first seek the Board's direction on whether to pursue this option or to focus on other solutions.

Village of Winnebago - FRSA Sanitary Sewer



Four Rivers Sanitation Authority

2012 Building Inspection Program - Illegal Connections

Soper Street Pump Station Tributary Area/2022 Smoke Testing Limits

Forcemain

Gravity Mains:
- Cast Iron
- Ductile Iron Pipe
- PVC
- Cured-In-Place Pipe
- Unknown
- Vitrified Clay Pipe
- Other

By: J. Kink
Produced: 8/12/2024

N

1 inch = 500 ft

Agenda Item Executive Summary

Item Name	Personnel Policy Update (Sections 1-5)	Committee or Board	Committee

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 had instructed the administrator to review the personnel policy of the Village. The sections that have been reviewed by the Village Staff and Committee of the Whole at previous meetings are titled Governing Principles of Employment, Employment Practices, Employee Separation, Personal Conduct Expectations and Disciplinary Action, Administrative Policies, and Leaves of Absence, which are sections 1-5 and 11 respectively. 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.

Continuing through the Personnel Policy for the Committee's Review are Sections 6, 7, 8-5, 9 and 10. A majority of the changes continue to shift management responsibility to the Village Administrator. Other, more impactful changes are outlined in the attached staff memo, and also identified in the attached redline copies of the policies. The most impactful piece being reviewed is asking the village board if they feel it is appropriate to define and memorialize the share of insurance premiums paid by the employee and the share paid by the Village.

ATTACHMENTS (PLEASE LIST)

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

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Joseph Dienberg, Village Administrator.	Date:	8/28/24

VILLAGE OF WINNEBAGO

MEMORANDUM

Prepared By:	Joseph Dienberg, Village Administrator
Meeting Name:	Committee of the Whole
Meeting Date:	July 24, 2024
Item Name:	Personnel Policy Update

Background:

Upon the hiring of a Village Administrator in February of 2024, the Village Board had requested the administrator to review the personnel policy of the Village. The sections being currently reviewed are titled Governing Principles of Employment, Employment Practices, Employee Separation, Personal Conduct Expectations and Disciplinary Action, and Administrative Policies, which are sections 1-5 respectively. 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 these changes at the April 17, 2024 Administration Team Meeting.

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.

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, it was decided 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 7 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 – Leaves of Absence:

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. Upon reviewing the policy, Staff has developed three options:

Option 1: Workday – Overtime is paid at one and one-half times the regular rate for non-exempt employees who work over eight hours in a day or over forty hours in a week. Paid time off is not counted towards overtime. Police officers are paid overtime for hours worked over 12 in a work day or 84 in a 14-day cycle.

Option 2: Work Week Including Vacation – Similar to Option 1, but overtime is calculated over a 40-hour work week, including approved sick or vacation time. Police officers also receive overtime for hours worked over 84 in a 14-day cycle, including approved time off.

Option 3: Status Quo – Overtime is paid at one and one-half times the regular rate for non-exempt employees who work over forty hours in a week, with paid time off not counting towards overtime. Police officers are paid overtime for hours worked over 84 in a 14-day cycle.

Section 9 – Benefits:

Staff is seeking input from the Village Board on if they feel it is appropriate to define and memorialize the share of insurance premiums paid by the employee and the share paid by the Village.

Since the renewal period at the end of 2020, the Village of Winnebago has covered the following percentages of insurance premiums for regular full-time employees and their eligible dependents:

- **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.

Current Considerations:

If the Village Board wishes to memorialize the Village's contribution towards employee insurance premiums, it is crucial to understand the implications of either maintaining the current levels or reducing them.

1. **Maintaining Current Premium Contributions:**
    - **Benefits:**
        - **Employee Retention and Satisfaction:** Keeping the Village's contribution at 90% for health insurance premiums maintains the status quo. Maintaining the current levels ensures stability and avoids potential dissatisfaction among employees.
        - **Attraction of New Talent:** Competitive benefits assist in attracting high-quality candidates, especially in a competitive job market.

- **Costs:**
  - **Financial Impact on Village Budget:** The cost of covering 90% of health premiums, along with 80% of dental premiums, represents a significant financial commitment for the Village, requiring budgetary planning.

2. **Reducing Premium Contributions:**
   - **Benefits:**
     - **Budgetary Relief:** Lowering the Village's contribution, for example, from 90% to 80% for health premiums, could lead to substantial cost savings, potentially allowing funds to be allocated to other priorities within the Village.
     - **Alignment with Prior Practice:** Reducing contributions to previous levels aligns with the Village's historical practices before the increase in 2020.
   - **Costs:**
     - **Increased Financial Burden on Employees:** Any reduction in the Village's contribution would directly shift a larger portion of the insurance premium costs onto our employees. This could result in a significant increase in out-of-pocket expenses for them.
     - **Employee Morale:** A reduction in premium contributions may lead to decreased morale, as employees could perceive this as a reduction in their overall compensation and benefits package, and result in employee turnover.
     - **Recruitment Challenges:** Lowering the Village's contributions could make it more difficult to attract new talent, particularly if other employers in the region offer more competitive benefits.

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.

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 restriction of using sick time 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.

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 of 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 Ddepartment Hhead, 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 establish~~es~~ 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 is 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 Vvillage.

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 V~~v~~illage, 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 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 immediately after it is received.

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.

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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 Vvillage 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, ~~Twitter~~X).

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

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SECTION 5 – ADMINISTRATIVE POLICIES

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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.

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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

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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

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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

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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.

OPTION 1: WORKDAY

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 eight (8) ~~forty (40)~~ in a work day or ~~-~~over forty (40) in a work ~~day~~week. 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 h~~H~~ours a~~A~~ctually w~~W~~orked over twelve (12) in a work day or over 84 hours in a 14-day work cycle.

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.

OPTION 2: WORK WEEK INCLUDING VACATION

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 ~~H~~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.

OPTION 3: STATUS QUO

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. 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.

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 % 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 %.

~~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.

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.

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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 of vacation time at the date of hire with the V~~v~~illage, with emphasis on prior relevant experience. Written approval is required by the V~~v~~illage A~~a~~dministrator.

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)

~~Years Worked Accrual Rate Max. Annual Vac. Accrual~~

~~Up to 2 years~~
~~1.61 hrs per pay period~~
~~(.01916666 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~~

~~All employees shall earn vacation time and be eligible to use vacation after one year of service subject to the schedule set forth below.~~

~~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

Years Worked	Accrual Rate	Max. Annual Vac. Accrual

Up to 2 years	~~.019250~~ 0.025 hour per hour worked~~, (based on 60 hour maximum) for maximum 1.15 hours per pay period~~.	~~30~~ 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
20 years – on	.096125 hour per hour worked (based on 60 hour maximum) for maximum 5.76 hours per pay period	150 hours

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~~ applicable Department Head in an appropriate amount of time in advance [illegible]

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~~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 1st
• Good Friday	According to calendar
• Memorial Day	Last Monday of May
• Independence Day	July 4th
• Labor Day	September (first Monday)
• Thanksgiving Holiday	4th Thursday of November & the Friday that follows
• Christmas Eve	December 24th
• Christmas Day	December 25th
• New Year's Eve	December 31st

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 the higher of either the average regular rate received by the employee during the last three years of the employee's employment or the final regular rate.

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~~T~~he 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-~~8~~7. 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-~~9~~8. 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.

11-10~~9~~. 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.

11-121. 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.

11-13~~2~~. 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.

11-14~~3~~. 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	Driveway Sidewalk Permit Discussion	Committee or Board	Committee

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.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Joseph Dienberg, Village Administrator Chad Insko, Director of Public Works	Date:	8/28/2024

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	Goodling and Church Watermain Looping	Committee or Board	Public Works

BUDGET IMPACT			
Amount:	TBD	*Budgeted:*	Yes
List what fund:	51-44-534		

EXECUTIVE SUMMARY

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. At this time last year Fehr Graham has identified that the existing utility easement is only 10' wide on the Church Street property and only 6' wide on the Goodling Street property and both existing easements are occupied by other conflicting utilities, we will need to gain a more usable easement. Due to the Easement restriction, and the preference of a 20' utility easement, Fehr Graham has drafted a proposed easement in parallel to the existing easements. The Village attorney has previously drafted an easement request letter and will attach the drawings to provide to the appropriate property owners for consideration of granting the Village the needed utility easement.

The engineering and construction of the Church Street and Goodling Street Water Main Looping project was approved in the 2024 O&M budget.

ATTACHMENTS (PLEASE LIST)

Fehr-Graham Task Order

ACTION REQUESTED

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

MOTION:

Staff:	Chad Insko, Public Works Director	Date:	8/28/24

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		$2,300 (Time and Materials)
	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:** _____

Agenda Item Executive Summary

Item Name	Westfield Box Culvert with Stormwater Management Engineering Task Order	Committee or Board	Committee

BUDGET IMPACT			
Amount:	TBD	*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 Task order, Westfield Box Culvert Evaluation, Fehr Graham Pre-cast EOPC, Fehr Graham CMP EOPC

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Chad Insko, Director of Public Works Joseph Dienberg, Village Administrator	Date:	8/28/2024

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

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.

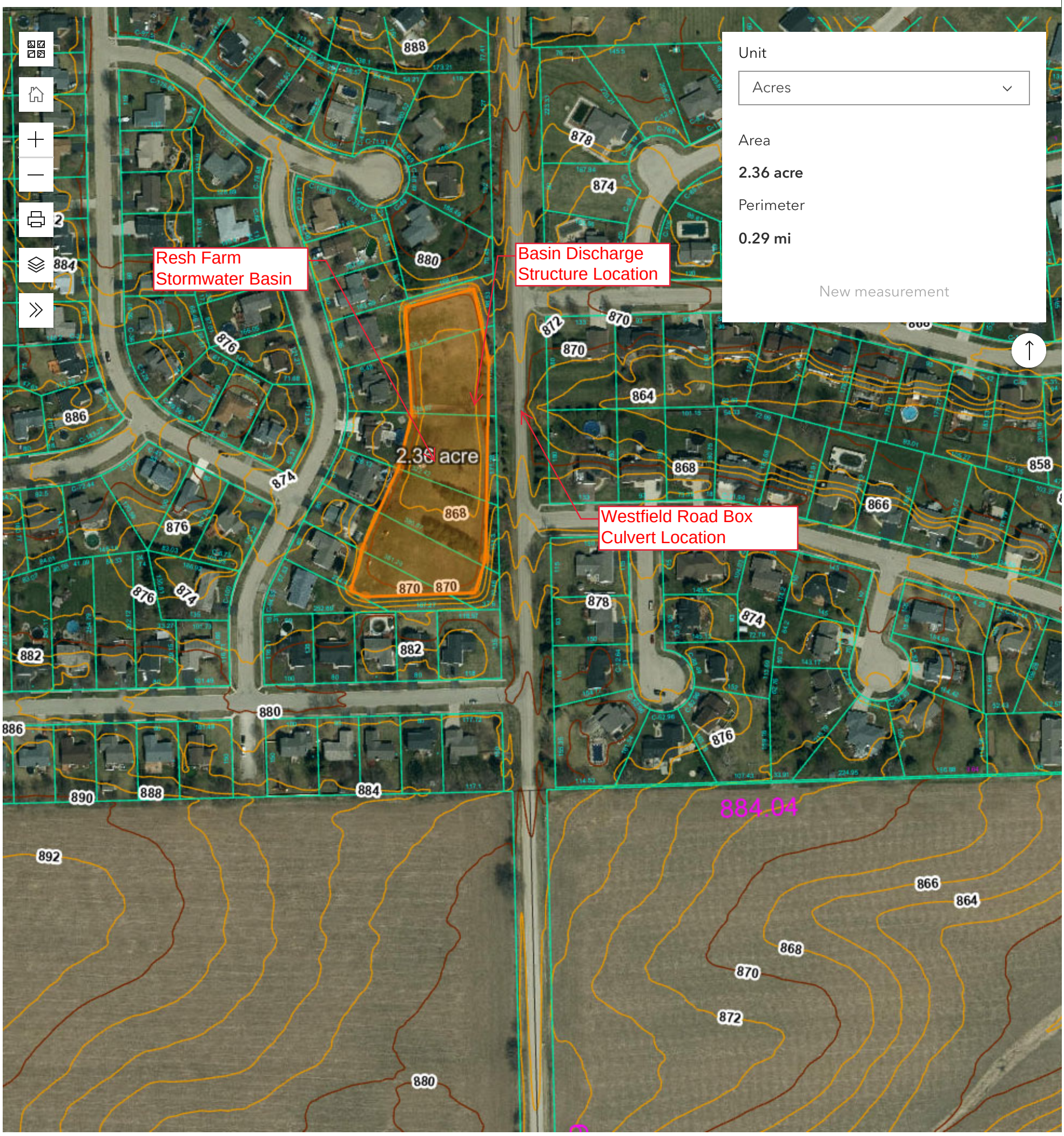
Sincerely,

Seth Gronewold, PE
Principal

SWG:jja

Enclosures
Site Exhibit
Agreement for Professional Services

N:\Proposals\2024\Luke Ziegler\Winnebago, Village of\Resh Farm Stormwater\Reduced Scope Proposal\Winnebago - 2024.08.23 Resh Farm Storm Proposal.docx


Resh Farm
Stormwater Basin
Basin Discharge
Structure Location
Westfield Road Box
Culvert Location
2.36 acre
884.04
Unit
Acres
Area
2.36 acre
Perimeter
0.29 mi
New measurement
200 ft

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

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:		CONSULTANT:	
Signature		By	
Name		Name	Seth Gronewold, PE
Title		Title	Principal
Date Accepted		Date Proposed	August 23, 2024

24-1570

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.

2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.

3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.

4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.

5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.

6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.

7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

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

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

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.

9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

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

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.

11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.

12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

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

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

Structural Review of Box Culvert

Westfield Road
Winnebago, Illinois

Project Number: 24-125 – PH04

July 8, 2024

200 Prairie St, Suite 208
Rockford, Illinois 61107

Village of Winnebago
108 W. Main St.
Winnebago, IL 61088

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Appendices

Appendix A: Photo Documentation

INTRODUCTION

At the request of the Village of Winnebago a visual review of the existing box culvert under Westfield Road was performed.

BACKGROUND

Fehr Graham staff performed a visual field assessment of the above-mentioned structure on May 30, 2024. Settlement has been observed in the roadway over the box culvert. Photographic documentation from the field assessment is included in Appendix A. Original drawings for the structure were not available for reference.

STRUCTURAL REVIEW

Headwall Condition

Abrasion was observed throughout most of the headwall, exposed aggregate was prominent along the exterior face of the headwall.

Barrel Condition

The barrel appeared to be in sufficient condition. Abrasion was present along the water line for the entire length of the barrel. A shear crack was observed at the southeast corner of the barrel. There did not appear to be any signs of differential settlement.

Roadway Condition

There was minor settlement observed in the roadway above the box culvert. Alligator cracking was present along the edges of the roadway. Longitudinal and transverse cracks are seen throughout the entire width of the roadway. There is approximately one foot of cover from the top of the headwall to the crown of the roadway. The clear distance from the edge of pavement to the face of headwall is 2 ft and 3 ft for the east and west ends respectively. There are no roadside barriers on either end of the box culvert.

RECOMMENDATIONS

Roadway & Base Repair

As a temporary solution to resolve settlement issues in the roadway above the culvert, the existing pavement and base course shall be removed and replaced. The existing roadway shall be sawcut to the extents of the culvert headwall. Upon removal of existing pavement and base course, the culvert top slab shall be assessed for structural deficiencies. If no deficiencies are observed the base course and pavement shall be replaced in compliance with IDOT roadway guidelines.

Culvert Replacement & Guardrail Installation

To comply with IDOT roadside barrier guidelines, guardrail shall be installed along both the east and west ends of the culvert. This guardrail shall extend past the culvert wingwalls. The existing roadway will need to be widened so that there is a minimum of 4 ft from the edge of shoulder to the face of the guardrail. Guardrail posts should be spaced to avoid interference with the culvert top slab. To accommodate the widened roadway, we recommend that the existing structure is removed and replaced with a precast culvert and cast-in-place wingwalls. The proposed widened roadway shall be constructed in accordance with IDOT guidelines.

Conclusion

We recommend that the Village of Winnebago pursues complete culvert replacement and guardrail installation. Repairing the existing roadway resolves settlement issues but would not allow for the installation of a roadside barrier to comply with IDOT regulations. Considering the age of the existing structure, complete replacement is the most practical solution.

O:\Winnebago, Village of\24-125 - 2024 General Engineering Services\PA Final\PH04 - Public Works - Infrastructure\24-125-PH04 - Village of Winnebago 2024-07-08 - Westfield Rd. Box Culvert Report.docx

APPENDIX A



Photo 1: Roadway Over Culvert Looking North



Photo 2: Roadway Over Culvert Looking South



Photo 3: West Headwall Looking North



Photo 4: West Headwall Looking South



Photo 5: West End of Barrel Looking East



Photo 6: East End of Barrel Looking West



Photo 7: East Headwall Looking Northwest



Photo 8: East Headwall Looking South

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Engineer's Opinion of Probable Cost
Westfield Road Culvert
Project No. 24-125 PH04

Precast Box Culvert Without Guardrail					
Code No.	Description	Quantity	Unit	Unit Price	Total Price
20400800	FURNISHED EXCAVATION	47	CYD	$ 60.00	$ 2,831.11
35101400	AGGREGATE BASE COURSE, TYPE B	32	TON	$ 50.00	$ 1,604.88
40600275	BITUMINOUS MATERIALS (PRIME COAT)	95	POUND	$ 1.00	$ 95.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	9	TON	$ 200.00	$ 1,891.56
40604010	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	5	TON	$ 550.00	$ 2,600.89
40700100	BITUMINOUS MATERIALS (TACK COAT)	95	POUND	$ 1.00	$ 95.00
44000100	PAVEMENT REMOVAL	42	SQ YD	$ 15.00	$ 633.33
50102400	CONCRETE REMOVAL	18	CYD	$ 2,500.00	$ 44,652.78
54010404	PRECAST CONCRETE BOX CULVERTS 4'X4'	42	FOOT	$ 850.00	$ 35,700.00
58600101	GRANULAR BACKFILL FOR STRUCTURES	75	CYD	$ 70.00	$ 5,258.43
X0900041	PRECAST WINGWALL	4	EA	$ 1,500.00	$ 6,000.00
X1200251	CONCRETE APRON FOR INLET	2	EA	$ 3,000.00	$ 6,000.00
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	1	LS	$ 15,000.00	$ 15,000.00
67100100	MOBILIZATION	1	LS	$ 7,500.00	$ 7,500.00
SPECIAL	RESTORATION	1	LS	$ 5,000.00	$ 5,000.00
SPECIAL	EROSION CONTROL	1	LS	$ 2,500.00	$ 2,500.00

ESTIMATED CONTRACT AMOUNT	$	137,362.98
Construction Contingency (15%)	$	20,604.45
ESTIMATED PROJECT TOTAL	$	157,967.42

Name	Colton	Johnson
Title	Engineer	
Date	15-Jul-24	

O:\Winnebago, Village of\24-125 - 2024 General Engineering Services\PH04 - Public Works - Infrastructure\Westfield Rd. Culvert\Cost Estimate\[24-125 PH04 Westfield Road Culvert EOPC.xlsx]EOPC PC2

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

Engineer's Opinion of Probable Cost
Westfield Road Culvert
Project No. 24-125 PH04

Corrugated Metal Pipe Culvert Without Guardrail					
Code No.	Description	Quantity	Unit	Unit Price	Total Price
20400800	FURNISHED EXCAVATION	47	CYD	$ 60.00	$ 2,831.11
35101400	AGGREGATE BASE COURSE, TYPE B	32	TON	$ 50.00	$ 1,604.88
40600275	BITUMINOUS MATERIALS (PRIME COAT)	95	POUND	$ 1.00	$ 95.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	9	TON	$ 200.00	$ 1,891.56
40604010	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	5	TON	$ 550.00	$ 2,600.89
40700100	BITUMINOUS MATERIALS (TACK COAT)	95	POUND	$ 1.00	$ 95.00
44000100	PAVEMENT REMOVAL	42	SQ YD	$ 15.00	$ 633.33
50102400	CONCRETE REMOVAL	18	CYD	$ 1,500.00	$ 26,791.67
54262748	METAL FLARED END SECTIONS 48"	2	EA	$ 3,500.00	$ 7,000.00
542D0253	PIPE CULVERTS, CLASS D, TYPE 1 48"	42	FOOT	$ 200.00	$ 8,400.00
58600101	GRANULAR BACKFILL FOR STRUCTURES	75	CYD	$ 70.00	$ 5,258.43
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	1	LS	$ 15,000.00	$ 15,000.00
67100100	MOBILIZATION	1	LS	$ 7,500.00	$ 7,500.00
SPECIAL	RESTORATION	1	LS	$ 5,000.00	$ 5,000.00
SPECIAL	EROSION CONTROL	1	LS	$ 2,500.00	$ 2,500.00

ESTIMATED CONTRACT AMOUNT	$	87,201.87
Construction Contingency (15%)	$	13,080.28
ESTIMATED PROJECT TOTAL	$	100,282.15

Name	Colton	Johnson
Title	Engineer	
Date	15-Jul-24	

O:\Winnebago, Village of\24-125 - 2024 General Engineering Services\PH04 - Public Works - Infrastructure\Westfield Rd. Culvert\Cost Estimate\[24-125 PH04 Westfield Road Culvert EOPC.xlsx]EOPC PC2

Agenda Item Executive Summary

Item Name	Garage Sale Ordinance	Committee or Board	Committee

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. Staff is seeking input from the Village Board on the following points:

1. The maximum number of garage sales allowed per year.
2. The maximum number of consecutive days a garage sale can be held.
3. Whether a permit should be required for holding a garage sale, and if so, whether a fee should be associated with it.

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.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Joseph Dienberg, Village Administrator	Date:	8/28/2024

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 President and 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 nine o'clock (9:00) 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., President of the Board of Trustees of the Village of Winnebago

ATTEST:

_____

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____