



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, March 05, 2025 at 6:00 PM

108 West Main Street and Virtually

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

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

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

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

7. DISCLOSURE OF ANY CONFLICT OF INTEREST
8. CHANGES TO AGENDA
9. PUBLIC COMMENT

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

10. CONSENT AGENDA

Items included in the consent agenda will be denoted with an asterisk (). All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and placed on the active agenda to be discussed and approved separately. The Consent Agenda for this meeting includes: **11a. and 12a***

11. APPROVAL OF MINUTES

- [a.](#) *Approval of Board Trustees Meeting Minutes from February 19, 2025

12. APPROVAL OF BILLS

- [a.](#) *Approval of Invoices Presented for Payment \$53,552.58

13. PRESIDENT

14. CLERK'S REPORT

15. TREASURER'S REPORT

16. ADMINISTRATIVE REPORTS

17. QUESTIONS FROM TRUSTEES/STAFF

18. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

- [a.](#) 2025 MFT Award
- [b.](#) 2025 Water Project – IEPA SRLF Project Swift/Winnebago/Cunningham/Soper
- [c.](#) Clayton Court Water Main Looping Bidding Documents Bid Acceptance
- [d.](#) Goodling and Church Street Water Main Looping Bidding for In-house Installation
- [e.](#) A Resolution Authorizing the SCADA System Upgrade for the Village of Winnebago

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

20. POLICE COMMITTEE/REPORTS/REQUESTS

21. FINANCE COMMITTEE/REPORTS/REQUESTS

22. LIQUOR COMMITTEE/REPORTS/REQUESTS

23. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

24. ZONING COMMISSION/REPORTS/REQUESTS

- [a.](#) Text Amendment to the Unified Development Ordinance Regarding Body Art Establishment in District No. 3 - General Business District

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

26. NEW BUSINESS

27. TABLED/DEFERRED ITEMS

28. UPCOMING MEETINGS

29. ADJOURNMENT

Posted: March 03, 2025 at 10:15 a.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491



Agenda Item Executive Summary

Item Name _____ Consent Agenda Items _____ Committee or Board _____ Board _____

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The consent agenda is a streamlined process for addressing routine, non-controversial items that require the board's approval. By consolidating these items into one agenda item, the board can focus on more substantive discussions and decision-making. The items typically included in the consent agenda are those that have been thoroughly reviewed and require minimal discussion, such as approval of meeting minutes, routine contracts, policy updates, approval of invoices to be paid, and administrative matters.

Board members are provided the opportunity to review these items in advance, and any member can request to have an item removed for further discussion. Upon approval, these items are adopted collectively without separate debate.

The consent agenda is designed to enhance board efficiency while ensuring that all necessary approvals are granted in a timely manner.

ATTACHMENTS (PLEASE LIST)

N/A

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE THE ITEMS ON THE CONSENT AGENDA, INCLUDING APPROVAL OF BOARD MINUTES FROM FEBRUARY 19, 2024, AND APPROVAL OF INVOICES PRESENTED FOR PAYMENT

Staff: _____ Rachel Windgassen, Administrative Assistant _____ Date: _____ 3/5/25 _____

The Board of Trustees of the Village of Winnebago met in person February 19, 2025, at 6:00 P.M. with President Franklin J. Eubank, Jr. presiding. The link for the employees and the public to attend remotely was made available through GoToMeeting.

ROLL CALL: ACKERMAN – KIM - PITNEY, SMITH-present
 Attended Remotely: MCKINNON
 LEFEVRE (joined the meeting at 7:06 p.m. until end of meeting)

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Lieutenant Nick Haff, Public Works Director Chad Insko, Treasurer Dana Novinson, and Deputy Clerk Kellie Symonds. Luke Ziegler of Fehr Graham attended online 6:00 to 6:06 p.m.

5. ESTABLISHMENT OF A QUORUM - A quorum was established. A motion was made by MR. ACKERMAN and seconded by MR. KIM to allow MR. MCKINNON to participate fully in the meeting as he is out of town on business. Motion carried on a voice vote.

7. DISCLOSURE OF ANY CONFLICT OF INTEREST - No conflict of interest was noted.

8. CHANGES TO THE AGENDA – No changes were requested

9. PUBLIC COMMENT - No one requested the opportunity to address the Board.

10. CONSENT AGENDA

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

11. a. Approval of Board Trustees Meeting Minutes from February 05, 2025

12. a. Approval of Invoices Present for Payment \$64,741.33

21. a. Line Item Transfer(s)

13. PRESIDENT

a. The President's Report – Included in the packet

b. Village Administrator Performance Review and Compensation Adjustment – Discussed after Closed Session.

14. CLERK'S REPORT – No items for discussion.

15. TREASURER'S REPORT – Report was included in the packet.

16. ADMINISTRATIVE REPORTS – Included in the packet.

17. QUESTIONS FROM TRUSTEES/STAFF - There were no questions from Trustees or Staff

18. PUBLIC WORKS COMMITTEE/REPORT/REQUESTS

a. Motor Fuel Tax Westfield Road Project remains open.

b. Clayton Court Main Looping Bid Acceptance remains open.

c. Goodling and Church Streets Water Main Looping Bid Acceptance remains open.

d. 2025 Water Project IEPA SRLF (Swift/ Winnebago/ Cunningham/Soper) awaiting affirmative information on state revolving fund award.

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS – No items for discussion

20. POLICE COMMITTEE/REPORTS/REQUESTS – No items for discussion

21. FINANCE COMMITTEE/REPORTS/REQUESTS

- a. A motion was made by MR. SMITH, seconded by MR. ACKERMAN to adopt the 2025 budget (as stated on the appropriation ordinance) as provided. Motion carried on a unanimous roll call vote of those present.

A motion was made by MR. KIM, seconded by MR. PITNEY to adopt Ordinance 2025-03 AN ORDINANCE APPROPRIATING FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025 AND ENDING ON DECEMBER 31, 2025. Motion carried on a unanimous roll call vote of those present.

- b. A motion was made by MR. ACKERMAN, seconded by MR. KIM to adopt Resolution 2025-06R A RESOLUTION AUTHORIZING EXPENDITURES AND AUTHORIZING THE VILLAGE ADMINISTRATOR, TREASURER, OR THEIR DESIGNEES TO EXECUTE ANY AGREEMENTS NECESSARY FOR THE AUDIT. Motion carried on a unanimous roll call vote of those present. As the agreement was not to exceed ?? it was suggested the provider be contacted and ask if the price could be reduced based on improvements mentioned during the audit review of 2023.

22. LIQUOR COMMITTEE/REPORTS/REQUESTS - No items for discussion.

23. ADMINISTRATIVE TEAM/REPORTS/REQUEST - No items for discussion.

24. ZONING COMMISSION/REPORTS/REQUESTS - No items for discussion.

26. NEW BUSINESS – The Goal Setting Meeting will be held March 1, 2025; lunch and snacks will be provided.

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

A motion was made by MR. ACKERMAN, seconded by MR. KIM to go into Executive (Closed) Session at 6:20 p.m. pursuant to 5ILCS120/2(c)1. Motion carried on a unanimous roll call vote of those present.

The Board returned to Regular Session at 7:10 p.m. Trustees were the same five as earlier as well as MR. LEFEVRE. The guests were the same except Chief White and Lieutenant Haff were not in attendance. A motion was made by MR. SMITH, seconded by MR. KIM to allow MR. LEFEVRE to participate fully while at work. Motion carried on a voice vote.

13. PRESIDENT

- b. A motion was made by MR. KIM, seconded by MR. ACKERMAN to accept the Annual Evaluation of Mr. Dienberg completed by President Eubank and the self-evaluation by Mr. Dienberg. Motion carried on a voice vote.

A motion was made by MR. ACKERMAN, seconded by MR. KIM to provide Mr. Dienberg a bonus of \$5,000 in the next pay cycle based on the successful first year of employment. During the discussion Mr. Dienberg requested the bonus be no more than \$2,500 to be in line with other employees' raises. The Board appreciated his willingness to accept a lesser amount. The motion carried on the following roll call vote: ACKERMAN – KIM – MCKINNON – PITNEY – SMITH- yes; LEFEVRE abstained as he was unavailable during the discussion.

27. TABLED/DEFERRED ITEMS – none

28. UPCOMING MEETINGS

The next Board meeting will be March 05, 2025, at 6:00 p.m., followed by the Committee of the Whole Meeting.

29. ADJOURNMENT

A motion was made by MR. KIM, seconded by MR. SMITH to adjourn at 7:20 p.m. Motion carried on a voice vote.

UNAPPROVED

Sally Jo Huggins, Village Clerk

Warrant List

March 05, 2025

Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - \$53,552.58

Section 2: Invoices over \$5,000 - \$36,286.03

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

March 05, 2025

Invoices Presented

For Board Approval

Total Invoices: \$ 53,552.58

2/28/2025 2:21 PM

A / P CHECK REGISTER

P

PACKET: 02939 BOARD PACKET 3/5/25

Section 12. Item #a.

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000367	CITY OF ROCKFORD I-27551724	2024 RMS CHARGES- IGA	R	3/05/2025		5,247.00CR	026353	5,247.00
000583	COMPASS MINERALS AMERICA INC. I-1451038	BULK SALT RES. 2024-27R	R	3/05/2025		6,417.22CR	026354	6,417.22
000100	CONSERV FS I-108025987 I-108026004 I-108026025 I-108026026 I-108026027	AKROGOLD UNL GAS DIESELEX GOLD ULTRA DIESELEX GOLD ULTRA AKROGOLD UNL GAS DIESELEX GOLD ULTRA LS	R R R R R	3/05/2025 3/05/2025 3/05/2025 3/05/2025 3/05/2025		497.58CR 314.16CR 591.21CR 211.97CR 205.43CR	026355 026355 026355 026355 026355	 1,820.35
000460	CORE & MAIN LP I-W183725	CLAMPS X4	R	3/05/2025		1,280.00CR	026356	1,280.00
000667	DIENBERG, JOEY I-202502112590 I-202502202594	NIMS MEETING MILEAGE REIMBURSE 2-FEHR GRAHAM, 1- REGION 1	R R	3/05/2025 3/05/2025		94.60CR 30.49CR	026357 026357	 125.09
000024	FEHR-GRAHAM & ASSOCIATES I-128895 PRJ:23-1378 I-128896 PRJ:24-125 I-128898 PRJ:25-125	CLAYTON COURT MAIN LOOPING 2024 GENERAL ENGINEERING 2025 GENERAL ENGINEERING	R R R	3/05/2025 3/05/2025 3/05/2025		3,505.00CR 907.50CR 941.50CR	026358 026358 026358	 5,354.00
000546	FURST STAFFING I-2000079046 I-2000079097 I-2000079154	LORFELD-GRAY: WEEK END 2/9/25 LORFELD-GRAY: WEEK END 2/16/25 LORFELD-GRAY: WEEK END 2/23/25	R R R	3/05/2025 3/05/2025 3/05/2025		302.18CR 322.32CR 577.49CR	026359 026359 026359	 1,201.99
000044	GAZIANO, ATTORNEY MARY I-202502282598	INV # 22761-22772 6/1-6/30/23	R	3/05/2025		4,692.93CR	026360	4,692.93
000536	GILL'S FREEPORT DISPOSAL I-23594682T087	GILL'S FEB STATEMENT	R	3/05/2025		19,267.81CR	026361	19,267.81
000644	ILLINOIS CITY/COUNTY MANAGEMENT ASSOC I-5963	ILCMA WC 2025 REIMBURSEMENT	R	3/05/2025		72.50CR	026362	72.50
000731	MENARDS - CHERRY VALLEY I-74685 I-75700	VIL HALL/POLICE GARAGE LIGHTS PROPANE TORCH, CONTRACTOR BAGS	R R	3/05/2025 3/05/2025		331.85CR 72.97CR	026363 026363	 404.82

PACKET: 02939 BOARD PACKET 3/5/25

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000835	MONROE TRUCKING EQUIPMENT							
	I-47686	REPLACEMENT CUTTING EDGE	R	3/05/2025		1,673.97CR	026364	1,673.97
000680	NOVINSON, DANA							
	I-202502202595	IMTA REIMBURSEMENT	R	3/05/2025		215.14CR	026365	215.14
000298	PACE ANALYTICAL SERVICES, LLC							
	I-257204055	FLUORIDE BY PROBE	R	3/05/2025		105.00CR	026366	105.00
000428	R K DIXON							
	I-IN5710213	11/5/24-2/4/25 METERED PRINT	R	3/05/2025		580.29CR	026367	580.29
000017	ROCK VALLEY PUBLISHING							
	I-202502202596	52 WEEK SUBSCRIPTION RENEWAL	R	3/05/2025		32.95CR	026368	
	I-467611	APPROP ORD HEARING 2/19/25	R	3/05/2025		109.25CR	026368	
	I-467790	ZONING HEARING 3/4/25	R	3/05/2025		194.75CR	026368	
	I-467799	ZONING HEARING 3/4/25	R	3/05/2025		209.00CR	026368	545.95
000422	ROCKFORD INFORMATION TECHNOLOGIES, INC.							
	I-40366	SWITCH PRINTER TO NETWORK	R	3/05/2025		95.00CR	026369	
	I-40413	SETUP P2P LINK SURVEILLANCE	R	3/05/2025		142.50CR	026369	
	I-40446	KEYBOARD ISSUES: NOVINSON	R	3/05/2025		95.00CR	026369	
	I-40538	SETUP COREFTP FOR JETPAY	R	3/05/2025		50.00CR	026369	
	I-40695	FAX MAILBOX MISSING	R	3/05/2025		25.00CR	026369	
	I-40822	JAN REMOTE MONITORING	R	3/05/2025		127.00CR	026369	
	I-40823	FEB REMOTE MONITORING	R	3/05/2025		127.00CR	026369	
	I-40844	FEB DATTO CLOUD BACKUP	R	3/05/2025		140.00CR	026369	801.50
000471	SOSNOWSKI SZETO, LLP							
	I-13858	ADMIN TOW HEARINGS	R	3/05/2025		173.00CR	026370	173.00
000825	SULLIVAN'S FOODS							
	I-202502202593	SULLIVAN'S JAN 25 STATEMENT	R	3/05/2025		200.63CR	026371	200.63
016032	TYLER TECHNOLOGIES							
	I-025-494496	QUARTER BILL 3/1/25-5/31/25	R	3/05/2025		3,323.39CR	026372	3,323.39
000623	WANLESS BROTHERS MOVING & STORAGE, LLC							
	I-8134	FEBRUARY MONTHLY STORAGE	R	3/05/2025		50.00CR	026373	50.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	21	0.00	53,552.58	53,552.58
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	21	0.00	53,552.58	53,552.58

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

2/28/2025 2:21 PM
PACKET: 02939 BOARD PACKET 3/5/25
VENDOR SET: 01
BANK : AP AP BANK

A / P CHECK REGISTER

Section 12. Item #a.

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
** POSTING PERIOD RECAP **								
		FUND	PERIOD	AMOUNT				

		01	3/2025	20,381.30CR				
		15	3/2025	30.00CR				
		17	3/2025	4,183.72CR				
		51	3/2025	28,957.56CR				
=====								
		ALL		53,552.58CR				

SECTION 2:

WARRANT LIST

March 05, 2025

Invoices Over \$5,000

\$ 38,286.03

These invoices are included in the
Section 1 Warrant List

2/28/2025 2:24 PM

A/P HISTORY CHECK REPORT

Section 12. Item #a.

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE: 3/05/2025 THRU 3/05/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000367	CITY OF ROCKFORD							
I-27551724	2024 RMS CHARGES- IGA	R	3/05/2025	5,247.00		026353		5,247.00
000583	COMPASS MINERALS AMERICA INC.							
I-1451038	BULK SALT RES. 2024-27R	R	3/05/2025	6,417.22		026354		6,417.22
000024	FEHR-GRAHAM & ASSOCIATES							
I-128895 PRJ:23-1378	CLAYTON COURT MAIN LOOPING	R	3/05/2025	3,505.00		026358		
I-128896 PRJ:24-125	2024 GENERAL ENGINEERING	R	3/05/2025	907.50		026358		
I-128898 PRJ:25-125	2025 GENERAL ENGINEERING	R	3/05/2025	941.50		026358		5,354.00
000536	GILL'S FREEPORT DISPOSAL							
I-23594682T087	GILL'S FEB STATEMENT	R	3/05/2025	19,267.81		026361		19,267.81

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	36,286.03	0.00	36,286.03
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	4	36,286.03	0.00	36,286.03
BANK: AP TOTALS:	4	36,286.03	0.00	36,286.03
REPORT TOTALS:	4	36,286.03	0.00	36,286.03



Agenda Item Executive Summary

Item Name MFT Westfield Project Bid Acceptance Committee or Board Board

BUDGET IMPACT

Amount:	TBD – Awaiting Bids	Budgeted:	Yes
List what fund:	MFT		

EXECUTIVE SUMMARY

Following heavy storm events in mid-2024, a structural assessment confirmed that the culvert under Westfield Road was deteriorating, causing roadway settlement and lacking appropriate side banks or guardrails. Fehr Graham, the Village Engineer, recommended full replacement with a precast concrete box culvert to meet IDOT standards and improve stormwater management.

The Village Board approved the engineering task order on August 21, 2024, and included the project in the 2025 MFT program. On January 15, 2025, the Board adopted Resolution 2025-03R, formally approving the project.

The design is now under IDOT review, with their response expected next week. Once IDOT approval is secured and the bidding process is finalized, this item will return to the Village Board for formal bid acceptance before construction proceeds.

ATTACHMENTS (PLEASE LIST)

Resolution 2025-03R

ACTION REQUESTED

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

MOTION: INFORMATION REGARDING BID ACCEPTANCES WILL BE PROVIDED UPON COMPLETION OF THE BIDDING PROCESS.

Staff: Chad Insko, Director of Public Works
Joseph Dienberg, Village Administrator Date: 3/5/2025



Resolution for Maintenance Under the Illinois Highway Code

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

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

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

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

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

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

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

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

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

(SEAL, if required by the LPA)



Clerk Signature & Date

Sally Jo Huggins 1-15-2025

APPROVED

Regional Engineer Signature & Date
Department of Transportation



**Illinois Department
of Transportation**

Local Public Agency General Maintenance

Submittal Type **Original**

Estimate of Maintenance Costs

District Estimate of Cost For

2

Municipality

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

Maintenance Items								
Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Westfield Road	IV	Yes		LS	1	\$202,325.25	\$202,325.25	\$202,325.25
Total Operation Cost								\$202,325.25

Maintenance

Local Public Agency Labor

Local Public Agency Equipment

Materials/Contracts(Non Bid Items)

Materials/Deliver & Install/Materials Quotations (Bid Items)

Formal Contract (Bid Items)

Maintenance Total

Estimate of Maintenance Costs Summary

MFT Funds	RBI Funds	Other Funds	Estimated Costs
\$202,325.25			\$202,325.25
\$202,325.25			\$202,325.25

Maintenance Engineering

Preliminary Engineering

Engineering Inspection

Material Testing

Advertising

Bridge Inspection Engineering

Maintenance Engineering Total

Estimated Maintenance Eng Costs Summary

MFT Funds	RBI Funds	Other Funds	Total Est Costs
\$11,366.26		\$23,833.74	\$35,200.00
\$12,139.52			\$12,139.52
\$23,505.78		\$23,833.74	\$47,339.52
\$225,831.03		\$23,833.74	\$249,664.77

Total Estimated Maintenance

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Franklin/Emm 11/15/2025

Title

Village President

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Section 18. Item #a.

Submittal Type Original

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

IDOT Department Use Only

Received Location Received Date Additional Location?

☐

WMFT Entry By

Entry Date



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

Local Public Agency

Village of Winnebago

County

Winnebago

Section Number

25-00000-00-GM

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

PRELIMINARY ENGINEERING shall include:

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

ENGINEERING INSPECTION shall include:

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

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

SCHEDULE OF FEES

Total of all Maintenance Operations:



<= \$20,000 Base Fee



> \$20,000 Base Fee = \$1,250.00

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

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

BY:

Local Public Agency Signature & Date

Franklin J. Enbom 11/15/2025

Title

Village President

BY:

Consulting Engineer Signature & Date

Title

P.E. Seal & Date

Approved:

Regional Engineer, IDOT Signature & Date

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.

August 23, 2024

President Frank Eubank – Village of Winnebago

Village of Winnebago – Resh Farm Drainage Improvements

Page 2

- » 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.*

August 23, 2024
 President Frank Eubank – Village of Winnebago
 Village of Winnebago – Resh Farm Drainage Improvements
 Page 2

FEES

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

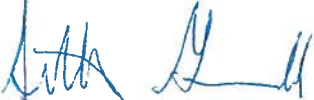
» Topographic Survey	\$3,100.00
» Westfield Culvert Replacement Design	\$26,600.00
» Bidding Documents and Services	\$5,500.00
Total	\$35,200.00

AUTHORIZATION

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

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

Sincerely,



Seth Gronewold, PE
 Principal

SWG:jjja

Enclosures
 Site Exhibit
 Agreement for Professional Services

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



AGREEMENT FOR PROFESSIONAL SERVICES

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

Description of Services:

Village of Winnebago – Resh Farm Drainage Study and Improvements

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

COST:

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

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

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature

Name

Title

Date Accepted

CONSULTANT:

By

Name

Title

Date Proposed

August 23, 2024

24-1570

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

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

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

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

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

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



Agenda Item Executive Summary

Item Name 2025 WATER PROJECT - IEPA SRLF PROJECT
SWIFT/WINNEBAGO/CUNNINGHAM/SOPER Committee or Board Village Board

BUDGET IMPACT

Amount:	\$48,500	Budgeted:	Yes
List what fund:	51-44-534		

EXECUTIVE SUMMARY

The Village Board approved an ordinance at the December 9, 2024, meeting authorizing the Village of Winnebago to borrow funds from the Public Water Supply Loan Program. This ordinance allows the Village to proceed with securing financing for critical water infrastructure improvements.

Fehr Graham has completed project design, and the submission for final review by the IEPA will occur on Monday, March 3 for consideration under bypass funding. Once the loan is awarded, the Board will be asked to approve construction bids and proceed with the next steps of the loan process.

This project represents a significant investment in the Village's water infrastructure and is a necessary step in ensuring a reliable and sustainable water supply for the community.

ATTACHMENTS (PLEASE LIST)

Fehr Graham Proposal

ACTION REQUESTED

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

MOTION: INFORMATION REGARDING BID ACCEPTANCES WILL BE PROVIDED UPON COMPLETION OF THE BIDDING PROCESS.

Staff: Chad Insko Director of Public Works Date: 3/5/2025

June 27, 2024

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

**RE: Cunningham Road Water Main Replacement
 Civil Engineering Design Services Proposal**

Dear President Eubank,

Fehr Graham is pleased to present you with the following proposal for professional services associated with the above-referenced project in the Village of Winnebago. In a previous project for the Village pertaining to water main replacement along Cunningham Road and connecting streets (Fehr Graham Project Number: 20-341), agreement signed on April 2, 2020, Fehr Graham's original Scope of Services included the necessary revisions/updates to a previously completed design plan set to reach permitting standards, preparation and submittal of Illinois Department of Commerce & Development (DCEO) funding documents, as well as permitting efforts through the Illinois Environmental Protection Agency (IEPA) and Winnebago County. The project currently has expired permits, out-of-date construction cost estimates, and was never advanced to a bid ready condition for plans and specifications. In addition, it is now the Village's intent to apply for IEPA Public Water Supply Loan Program funding to complete this project.

Fehr Graham will provide professional services pertaining to project funding, permitting and bidding as described in the below Scope of Services:

SCOPE OF SERVICES

IEPA Construction Permit Extension

Fehr Graham will coordinate with the IEPA to facilitate an extension to the previously approved Public Water Supply Construction Permit issued July 22, 2020, and was subsequently renewed one time after initial approval.

Winnebago County Highway Department Permitting

Fehr Graham will coordinate permitting efforts with the Winnebago County Highway Department regarding the water main replacement and associated repairs within the Cunningham Road Right-of-Way, facilitating the submittal of a utility permit application and all supporting documentation for County review and approval. An original submission was provided, but approval was not granted as it was originally discussed that the County would provide feedback if Rebuild Illinois grant funding were appropriated to this project.

IEPA Loan Application

A formal bypass funding loan application must also be prepared and submitted to the IEPA Financial Section and ultimately approved. This application includes various documentation that involves, but is not limited to, approved local resolutions/ordinances, financial data, environmental studies and reviews, and legal review and opinion. The end result of this loan application will be an approved loan

commitment from the IEPA for the subject project. At loan commitment, the Village has assurance that all eligible costs to construct the physical improvements as well as design and construction engineering fees associated with the project will be covered by loan disbursements on an as-needed basis, should the Village decide to proceed. All fees associated with the Loan Application will need to be paid upfront and reimbursed when the loan is approved. Because the Village was not placed on the FY2025 intended funding list, there is a chance that bypass funding will not be appropriated for FY2025.

Bidding Plan and Specification Revisions

Utilizing the permitting plans and specifications created in 2020 for the project, Fehr Graham will complete the necessary updates to meet current bidding and permitting requirements. Based on discussion with the Village, there is no desire for an updated survey, but a new Design JULIE will be completed to pick up any provided utility adjustment information that can be provided by the franchise utilities within the project limits. It is assumed that the Village is not anticipating adjustments to the most recent alignment for the proposed water main. Should adjustments be required, additional may be necessary. The following items will be completed as part of this scope item:

- » Design updates to comply with current IEPA and Winnebago County permitting requirements
- » Updated summary of quantities and pay items
- » Conversion of permit plans to bid/construction ready plans with associated details, notes and labeling.
- » Revised Engineer's opinion of probable cost
- » Updated contract documents for bidding
- » Project special provisions for bidding
- » Submission of plans to Four Rivers Sanitation Authority for project concurrence and coordination.

Due to the fact that there is more than 1 acre of anticipated disturbance for this project, Fehr Graham will also create a stormwater pollution prevention plan (SWPPP) and submit to IEPA for NPDES stormwater construction permit approval.

The construction cost for this project is expected to be nearly \$1.0 million but will be confirmed once the plans reach a bidding condition.

Bidding Documents and Services

Utilizing the completed design drawings and project specifications, Fehr Graham will prepare a bid package of documents for the solicitation of bids. Prior to going out for bid a review of the complete bidding document package must be submitted and approved by IEPA.

As part of this process, Fehr Graham will address Contractor questions, manage the distribution of bidding documents, prepare and distribute addendums and clarifications, attend a pre-bid meeting, attend the bid opening, review and tabulate the bids, and provide a bid recommendation to the Village of Winnebago for consideration in compliance with IEPA Public Water Supply Loan Program requirements. Upon completion of bidding, Fehr Graham will complete a bid certification checklist and submit all necessary documentation to the IEPA to allow for the loan agreement to be written and provided to the Village for execution.

EXCLUSIONS

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

- » Topographic and Boundary surveys
- » Environmental or soil remediation services
- » Archaeological investigations
- » Ecological investigations
- » Preparation of permanent or temporary easements and/or right-of-way acquisition documents
- » Title Commitments
- » Construction engineering
- » Contract management
- » Construction staking
- » Geotechnical investigation
- » Funding applications or administration beyond IEPA public water supply loan program application.
- » Traffic control plans and/or staging plans. It is assumed this project will allow for road closures as necessary.
- » Water main design beyond the currently proposed alignment within the most recent permit plans.
- » Franchise utility relocation coordination.

**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:

Engineering Design Fees

• IEPA Construction Permit Extension	\$750.00
• Winnebago Co. Hwy Dept. Permitting	\$3,100.00
• IEPA Loan Application	\$10,200.00
• Bidding Plan and Specification Revisions	\$23,650.00
• Bidding Documents and Services	\$9,400.00

Total \$47,100.00

June 27, 2024

Section 18. Item #b.

Mr. Chad Insko – Village of Winnebago

Village of Winnebago – Rebuild Illinois Public Infrastructure Grant Additional Services

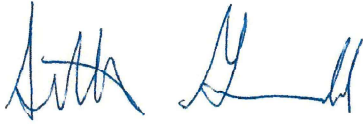
Page 2

AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If you would like us to proceed with the above project, please sign the attached Agreement for Professional Services and return one (1) copy to my attention.

As always, Fehr Graham is willing to commit the necessary resources to this project and provide timely and competent solutions to assure that this project moves forward. We look forward to working with the Village on this project. If you should have any questions, please do not hesitate to contact me directly at (815) 394-4700.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Seth Gronewold', with a stylized flourish at the end.

Seth Gronewold, PE
Principal

SWG:adn

Enclosure –
Agreement for Professional Services

Client Frank Eubank
 Village of Winnebago
 108 West Main Street
 Winnebago, IL 61108

815.335.2020

Description of Services:

Village of Winnebago - Engineering Services for Cunningham Road Water Main Replacement in Winnebago, IL

Fehr Graham will provide professional services as related to the above-referenced project in the Village of Winnebago, as detailed in the proposal letter, dated on June 27, 2024.

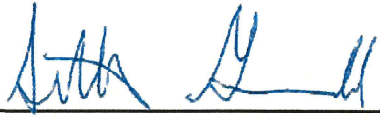
COST:

The fixed fee for performing the above services is \$47,100.00

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	<u></u>	By	<u></u>
Name	<u>Franklin J. Eubank, Jr.</u>	Name	<u>Seth W. Gronewold</u>
Title	<u>Village President</u>	Title	<u>Principal</u>
Date Accepted	<u>July 16, 2024</u>	Date Proposed	<u>June 27, 2024</u>
			24-1255

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

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

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

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

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

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

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions. The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. *IEPA Loan Project – The Owner intends to fund the design engineering services of the Engineer with a loan from the Illinois Environmental Protection Agency. In order to meet the rules of the IEPA Loan Program, the following provisions from Section 662.630 Contracts for Personal and Professional Services; Illinois Environmental Protection Agency, shall be followed:*

All Subagreements for personal and professional services for design or construction expected to exceed \$25,000 in the aggregate shall include the following subagreement provisions:

- a) *Subagreements for personal and professional construction services shall include:*

- 1) *Evidence, such as, but not limited to, a copy of the advertisement or advertisements and the record of negotiation in accordance with 40 CFR Part 33 that affirmative steps have been taken to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services consistent with the provisions of the Agency's Operating Agreement with USEPA.*

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

- 2) *An audit and access to records clause that provides as follows:*

- A) *Subsections (a)(2)(B) through (E) shall be included in all contracts and all subcontracts directly related to project services that are in excess of \$25,000.*
- B) *Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purposes of inspection, audit and copying. Facilities shall be provided for access and inspection.*
- C) *Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.*
- D) *All information and reports resulting from access to records pursuant to subsection (a)(2)(B) shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.*
- E) *Records under subsection (a)(2)(B) shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 369.650 (Disputes) of this Subpart, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal litigation, claim or exception.*

- 3) *A covenant against contingent fees clause as follows:*

"The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee."

- 4) A "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) submitted with federal Executive Order 12549 (Appendix A, Exhibit A).

The Consultant certifies that the person or persons performing the services for the loan project have not been debarred or suspended in accordance with federal EO12549.

- 5) *A description of the scope and extent of the project work (See City's Work Order).*
- 6) *The schedule for performance and completion of the contract work including, where appropriate, dates for completion of significant project tasks (See City's Work Order).*
- 7) *A method of compensation (see City's Work Order).*
- 8) *The ENGINEER shall not discriminate on the basis of race, color, or national origin or sex in the performance of this contract. The ENGINEER shall carry out the applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.*
- b) *Subagreements for personal and professional design services shall include the subagreement provisions contained in subsections (a)(2) through (a)(4). In addition, the subagreements shall be accompanied by a statement regarding the use of disadvantaged business enterprises during the design service phase.*
- c) *If, at the time of contract execution, any of the elements required in this Section 662.630 cannot be defined adequately for later tasks, those tasks shall not be included in the contract at that time.*
- d) *Construction Engineering work will be completed by _____.*

19. 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.

20. 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.
21. 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.
22. 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.
23. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
24. 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.



Agenda Item Executive Summary

Item Name Clayton Court Water Main Looping Bid Acceptance Committee or Board Village Board

BUDGET IMPACT

Amount:	\$48,500	Budgeted:	Yes
List what fund:	51-44-534		

EXECUTIVE SUMMARY

The Clayton Court Water Main Looping Project, originally approved in the 2024 Operations & Maintenance Budget, aims to enhance water distribution and fire protection in the Village of Winnebago. Fehr Graham has completed the project design, which will eliminate three dead-end water mains, replace two fire hydrants, add two new hydrants, and significantly improve fire flow capacity. This project is expected to triple fire flow rates and ensure compliance with IEPA minimum residual water pressure requirements.

To proceed, an easement expansion is needed due to the current width limitations. The Village Attorney is working with the Village Engineer to finalize the necessary documentation before the project can advance to bidding.

This project is vital for improving water pressure, reliability, and fire protection for the affected area. Once the easement is secured, the project will move forward to the bidding phase and be presented to the board for bid acceptance.

ATTACHMENTS (PLEASE LIST)

Fehr Graham Proposal, Project Route Map

ACTION REQUESTED

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

MOTION: INFORMATION REGARDING BID ACCEPTANCES WILL BE PROVIDED UPON COMPLETION OF THE BIDDING PROCESS.

Staff: Chad Insko Director of Public Works Date: 3/5/2025



February 7, 2024

Mr. Chad Insko
Village of Winnebago
108 West Main Street
Winnebago, Illinois 61088

**RE: Village of Winnebago – Clayton Court Water Main Looping
Additional Services Proposal**

Dear Mr. Insko,

Please accept this proposal for additional professional services associated with the above-referenced project. Fehr Graham's original Scope of Services for this project included the preparation of permanent utility easements for the affected parcels surrounding Clayton Court. In late January 2024, a portion of the Village's Public Works property north of this area was conveyed to Four Rivers Sanitation Authority (FRSA) to provide access to their existing pump station (please see attached exhibit for limits of this parcel). This conveyance necessitates that two (2) additional permanent utility easements be created where the proposed water main bisects the FRSA property.

Fehr Graham will provide professional services pertaining to the additional permanent utility easement efforts associated with the below Scope of Services:

SCOPE OF SERVICES

Additional Permanent Utility Easements

Fehr Graham will prepare the legal description and easements for the new FRSA parcel (PIN yet to be created). It is assumed that Fehr Graham will provide the easement exhibits and legal description to the Village Attorney for coordination with FRSA for approval, execution and recording of the respected documentation.

FEES

These additional services can be provided for the lump sum cost of **\$1,000.00**.

EXCLUSIONS

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

- » Boundary Survey Document
- » Title search
- » Recording fees
- » Preparation of easement and/or right-of-way documents outside of those listed above
- » Easement Agreement and property owner coordination

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

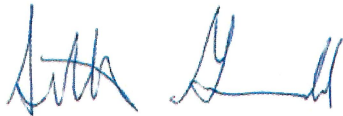
February 7, 2024
Mr. Chad Insko – Village of Winnebago
Village of Winnebago – Clayton Court Water Main Looping Additional Services
Page 2

AUTHORIZATION

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 No: 23-1378*) and the associated terms and general conditions.

If you should have any questions, please do not hesitate to contact me directly at (815) 394-4700.

Sincerely,



Seth Gronewold, PE
Principal

SWG:adn

Authorization:

 _____ **Date:** 2/7/24

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August 21, 2023

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

**Re: Clayton Court Water Main Looping
Civil Engineering Design Services Proposal**

Dear Mr. Eubank,

Fehr Graham is pleased to provide you with this proposal for professional services associated with the above-referenced project in the Village of Winnebago. Our understanding is that the Village of Winnebago would like to construct a new water main from the western extents of Soper Street to Clayton Court in order to appropriately loop the water distribution system and improve existing fire flow conditions. This route will require jack and bore installation of water main underneath creek crossings. It is understood that this project will be completed with local funding due to the fact that the previously submitted project plan has not yet been approved by IEPA to allow access to the IEPA revolving loan fund.

The proposed water main will be installed within existing Village of Winnebago Property, but an easement is anticipated to be needed between Lots 6 and 7 of the Block 71 Canal Trustee's Final Plat to allow for the looping connection to be made with the existing water main within Clayton Court. This proposed section of the water main will provide improved water quality and pressures to homes in the area and this water main replacement will reinforce the distribution system. It is anticipated that this project will be constructed in 2024. The following details our anticipated Scope of Services to complete the project as described above:

Scope of Services

Topographic and Boundary Survey

Fehr Graham will perform a topographic survey of the proposed project area to establish a roadway centerline and ground elevation profile and obtain an accurate edge of pavement location for the roadway design plans. The topographic survey will include the location of paved areas, spot elevations where needed for planning, location of visible utilities, and setting two permanent benchmarks on the site to be used during construction. Fehr Graham will use this topographic survey and use supplemental lidar data to accurately produce a base drawing for the depicted areas.

All visible structures, utilities, roadways, and sidewalks will be included in said survey. In addition, underground utilities will be identified as needed to assist in the design of the water main extension. It is assumed that the Village of Winnebago will mark the location of the existing water mains prior to the survey taking place so the location of the proposed water main connection points can be accurately depicted on the plans. Property lines will be confirmed as part of this effort to ensure proposed water main looping remains within the limits of Village owned property. A boundary survey document will not be provided as part of this scope of work.

August 21, 2023
Mr. Frank Eubank, Village of Winnebago
Proposal for Clayton Court Water Main Looping
Page 2

Permanent Utility Easement

Fehr Graham will complete a title search for the two affected parcels (14-08-454-014 & 14-08-454-013) in efforts to create a utility easement. Fehr Graham will prepare the legal description and easements for the two affected parcels. It is assumed that Fehr Graham will provide the easement exhibit and legal description to the Village Attorney for coordination with the residents for approval, execution and recording of the documentation.

Water Main Extension Design

Utilizing the data collected, as well as input from the Village of Winnebago, Fehr Graham will complete detailed design drawings for the proposed water main project. The design includes water main replacement within the limits described above. The project will also include the appropriate water main fixtures (valves, services, hydrants and associated appurtenances) along the replacement limits to accommodate testing requirements, as well as the required site restoration.

We anticipate the following minimum plan sheets to be developed for this project:

- Title, General Notes, and Standard Legend
- Summary of Quantities
- Erosion and Sedimentation Control Plan
- Removal and Replacement Plan
- Water Main Replacement Plan and Profiles
- Standard Detail Drawings

In addition to the detailed design drawings for the water main extension, Fehr Graham will prepare plan-specific and general specifications required for the construction of this project to comply with the requirements of the Village of Winnebago and the IEPA Standards. All engineering drawings and project specifications will be prepared in accordance with general practice and in conformance with the State of Illinois and the Village of Winnebago requirements. A Professional Engineer's Signature and Seal will be affixed on the plans and specifications in accordance with the State of Illinois Department of Professional Regulation requirements.

Permitting - IEPA

Fehr Graham will facilitate the preparation of a construction permit application to be submitted to the Illinois Environmental Protection Agency (IEPA) for review and permit approval for the water system improvements. Fehr Graham will make any necessary plan adjustments per comments received from the IEPA. All revisions will be coordinated with both the Village of Winnebago and the IEPA.

Bidding Documents and Bidding Services

Utilizing the completed design drawings and project specifications, Fehr Graham will prepare a bid package of documents for the solicitation of bids. As part of this process, Fehr Graham will address contractor questions, manage the distribution of bidding documents, prepare, and distribute addendums and clarifications, attend the bid opening, review and tabulate the bids, and provide a bid recommendation to the Village of Winnebago for consideration.

August 21, 2023
 Mr. Frank Eubank, Village of Winnebago
 Proposal for Clayton Court Water Main Looping
 Page 3

EXCLUSIONS

The following items are not included in the Scope of Services proposed herein:

- » Boundary Survey Document
- » Traffic studies and capacity analysis.
- » Environmental and soil remediation services.
- » Wetland delineation.
- » Permit fees.
- » NOI/NPDES Permit (assumed less than one acre of soil disturbance)
- » Preparation of easements and/or right-of-way documents outside of those listed above.
- » Easement Agreement and property owner coordination.
- » As-built survey
- » Construction engineering.
- » Contract management.
- » Construction staking.
- » IEPA planning approval
- » IEPA Loan Application
- » Geotechnical investigation.
- » Winnebago County Highway Department coordination.

***Any of the above services can be performed as an additional cost to the project.*

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:

<u>Engineering Design Fees</u>	
Topographic Survey	\$ 9,400
Permanent Utility Easement	\$ 1,900
Water Main Extension Design	\$ 23,900
Permitting - IEPA	\$ 8,400
Bidding Documents & Bidding Services	\$ 4,900
Project Total	\$ 48,500

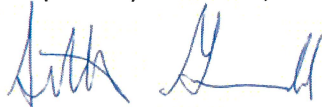
August 21, 2023
Mr. Frank Eubank, Village of Winnebago
Proposal for Clayton Court Water Main Looping
Page 4

AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If you would like us to proceed with this project, please sign the attached Agreement for Professional Services and return one copy to my attention.

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We look forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact me at this office.

Respectfully submitted,



Seth W. Gronewold, PE
Principal

SWG:adn

Enclosure –
Map

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Client Franklin Eubank, Jr.
Village of Winnebago
108 West Main Street
Winnebago, IL 61088

815.335.2020

Description of Services:

Village of Winnebago - Clayton Court Water Main Looping - Winnebago, IL

Fehr Graham is pleased to provide you with this proposal for professional services associated with the above-referenced project in the Village of Winnebago. Our understanding is that the Village of Winnebago would like to construct a new water main from the western extents of Soper Street to Clayton Court in order to appropriately loop the water distribution system and improve existing fire flow conditions. This route will require jack and bore installation of water main underneath creek crossings. It is

COST:

The fixed fee for performing the above services is \$48,500.00

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature

Name

Title

Date Accepted

CONSULTANT:

By

Name

Title

Date Proposed



Seth W. Gronewold

Principal

August 18, 2023

23-1378

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

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose 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 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. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.





Agenda Item Executive Summary

Item Name Goodling and Church Street Water Main Looping Bidding for In-house Installation Committee or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Church Street and Goodling Street Water Main Looping Project, originally approved in 2024 under Fehr Graham Task Order 22-837, includes engineering and construction observation as outlined in the 2024 O/M Budget. This project will eliminate two dead-end water mains, replace two fire hydrants, improve water quality, and potentially double fire flow capacity while ensuring compliance with IEPA-required minimum residual water pressure during fire flows.

In addition to the previously approved scope, the Public Works Department is now requesting authorization for in-house construction of this project, with a not-to-exceed budget of \$60,000 to allow for cost-effective completion.

This item is before the Village Board as the project has now extended into FY 2025, and previously approved funds will be expended in 2025 upon project award. The board is being asked to approve both bid acceptance and the in-house construction funding.

ATTACHMENTS (PLEASE LIST)

Fehr Graham task order 22-837, Resolution

ACTION REQUESTED

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

MOTION: I move to approve Resolution No. 2025-XX, a resolution authorizing the Village of Winnebago Public Works Department to construct the Church and Goodling Water Main Loop in-house, including any required bidding or procurement processes, with a not-to-exceed amount of \$60,000.

Staff: Chad Insko Director of Public Works Date: 3/5/2025

RESOLUTION NO. 2025- _____

**A RESOLUTION AUTHORIZING THE VILLAGE OF WINNEBAGO
PUBLIC WORKS DEPARTMENT TO CONSTRUCT THE CHURCH AND
GOODLING WATER MAIN LOOP IN-HOUSE WITH A NOT-TO-
EXCEED AMOUNT OF \$60,000**

WHEREAS, the Village of Winnebago (“Village”) is committed to improving and maintaining its water infrastructure to ensure reliable service and fire protection for its residents; and

WHEREAS, the Church Street and Goodling Street Water Main Looping Project was previously approved in the 2024 Operations & Maintenance Budget and Fehr Graham Task Order 22-837, which included engineering, design, and construction oversight; and

WHEREAS, this project will eliminate two dead-end water mains, replace two fire hydrants, improve water quality, and enhance fire flow capacity while ensuring compliance with the Illinois Environmental Protection Agency (IEPA) minimum residual water pressure requirements; and

WHEREAS, the Public Works Department has reviewed the project and determined that in-house construction would be the most cost-effective and efficient approach for completing the project; and

WHEREAS, the Village Board desires to authorize the Public Works Department to complete the construction of the Church and Goodling Water Main Loop with a not-to-exceed amount of \$60,000 to cover labor, materials, and associated costs;

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

SECTION I – Approval of In House Construction

The Village of Winnebago Public Works Department is hereby authorized to proceed with the in-house construction of the Church and Goodling Water Main Looping Project, including any required bidding, procurement, or contractor engagement necessary to complete the project. The Director of Public Works shall oversee the project’s progress and provide necessary updates to the Village Administrator, ensuring adherence to the approved budget and timeline.

SECTION II – Not-To-Exceed Amount

The total project expenditures shall not exceed \$60,000, including labor, materials, and other necessary costs related to the completion of the project.

SECTION III - Effective Date

This resolution shall be effective immediately from and after its passage and approval as provided by law.

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

August 23, 2024

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

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

Dear President Eubank,

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

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

SCOPE OF SERVICES

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

FEE SCHEDULE

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

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

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

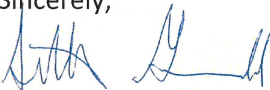
EXCLUSIONS

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

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

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

Sincerely,



Seth Gronewold, PE
Principal

SWG:adn

Authorization:

Date: _____



Agenda Item Executive Summary

Item Name A Resolution Authorizing the SCADA System Upgrade for the Village of Winnebago Committee or Board Committee

BUDGET IMPACT

Amount:	\$18,960	Budgeted:	Yes
List what fund:	Operations and Maintenance (O&M) Fund		

EXECUTIVE SUMMARY

The Village's SCADA system, used to monitor and manage the water system, requires an upgrade to improve reliability and efficiency. The upgrade includes a new SCADA desktop, Office 2021, Wonderware software, and Win911 system.

The total cost is \$18,960, including \$7,500 for professional services from Strand Associates. The remaining costs cover hardware and software purchases. Funding is budgeted under the O&M Fund.

ATTACHMENTS (PLEASE LIST)

Resolution No. 2025-__, Strand Associates Task Order

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2025-__, AUTHORIZING THE SCADA SYSTEM UPGRADE.

Staff: Joseph Dienberg, Village Administrator Date: 3/5/2025
Chad Insko, Director of Public Works

RESOLUTION NO. 2025- _____

A RESOLUTION AUTHORIZING THE SCADA SYSTEM UPGRADE FOR THE VILLAGE OF WINNEBAGO

WHEREAS, the Village of Winnebago utilizes a Supervisory Control and Data Acquisition (SCADA) system to monitor and manage its water system; and

WHEREAS, the current SCADA system requires upgrades to enhance reliability, improve monitoring capabilities, and maintain operational efficiency for the Village's water infrastructure; and

WHEREAS, the proposed upgrade includes the purchase of a new SCADA desktop computer, an Office 2021 Professional license, an upgrade to the Wonderware software, and an upgrade to the Win911 system; and

WHEREAS, the total estimated cost of the upgrade is \$18,960, which includes a \$7,500 professional services fee from Strand Associates for support and implementation, with hardware and software purchases to be made directly from vendors to ensure competitive pricing and efficient procurement; and

WHEREAS, funding for this upgrade has been budgeted under the Operations and Maintenance (O&M) Fund;

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

SECTION I – Authorization of Expenditures

The Village of Winnebago hereby authorizes the upgrade to the SCADA system as outlined in the Strand Associates Task Order 25-01 "Exhibit A"

SECTION II - Execution of Agreements

The Village Administrator or Director of Public Works are authorized to proceed with the procurement and implementation of the necessary hardware, software, and professional services for the SCADA upgrade.

SECTION III - Effective Date

This resolution shall be effective immediately from and after its passage and approval as provided by law.

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____



Agenda Item Executive Summary

Item Name	TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE REGARDING BODY ART ESTABLISHMENTS IN DISTRICT NO. 3 - GENERAL BUSINESS DISTRICT	Committee or Board	Village Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village Board is being asked to consider final approval of a Text Amendment to the Unified Development Ordinance (UDO) concerning the zoning classification of Body Art Establishments, including tattoo and body piercing businesses, within District No. 3 - General Business District.

The proposed amendment will determine whether Body Art Establishments should be designated as either:

- **Permitted Use (Ordinance 2025-__)** - Allowing these establishments by right without requiring a special use permit, while ensuring compliance with Illinois Department of Public Health (IDPH) regulations.
- **Special Use (Ordinance 2025-__)** - Requiring a special use permit, enabling case-by-case review to assess compatibility with surrounding properties.

The Zoning Board will conduct a **public hearing on March 4, 2025**, to gather community input and will consider making a recommendation that same evening. Staff will update the Village Board on the outcome of the Zoning Board's deliberation before final approval of the text amendment.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance(s), IDPH Body Art Code

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2025-__ A TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE TO ALLOW BODY ART ESTABLISHMENTS AS A **(PERMITTED/SPECIAL)** USE IN DISTRICT NO. 3 - GENERAL BUSINESS DISTRICT.

Staff: Joseph Dienberg, Village Administrator Date: 3/5/2025

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE VILLAGE OF WINNEBAGO UNIFIED DEVELOPMENT ORDINANCE TO ALLOW BODY ART ESTABLISHMENTS AS A PERMITTED USE IN DISTRICT NO. 3 – GENERAL BUSINESS DISTRICT

WHEREAS, the Village of Winnebago (the "Village") has adopted a Unified Development Ordinance ("UDO") to regulate land use and development within its jurisdiction; and

WHEREAS, the Village recognizes the growing demand for **Body Art Establishments** and seeks to provide clear guidelines for their operation in designated zoning districts; and

WHEREAS, the Village has determined that **Body Art Establishments** should be allowed as a **permitted use** within **District No. 3 – General Business District**, subject to compliance with applicable state and local health regulations; and

WHEREAS, the Illinois Department of Public Health (IDPH) strictly regulates **Body Art Establishments** under 77 Ill. Adm. Code 797, requiring licensing, sanitation, sterilization, and other operational safeguards that ensure public health and safety; and

WHEREAS, the Zoning Board has reviewed these state requirements and determined that they provide sufficient oversight, making a **permitted use** designation appropriate within **District No. 3 – General Business District** rather than requiring additional Village review through a special use permit; and

WHEREAS, the Village desires to ensure that all Body Art Establishments operating within its jurisdiction comply with the Illinois Department of Public Health's **Body Art Code (77 Ill. Adm. Code 797)** and obtain all required state registrations and licenses.

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

SECTION I: AMENDMENT TO ARTICLES 3 & 6 OF THE UNIFIED DEVELOPMENT ORDINANCE

1. **Article 3 – Definitions** is amended to add the following definition:

"Body Art Establishment: A business or facility that provides body piercing, tattooing, branding, scarification, or other forms of physical body adornment, as defined and regulated by the Illinois Department of Public Health under 77 Ill. Adm. Code 797."

2. **Article 6 - Table 6.2: Land Use** is hereby amended to include "Body Art Establishment" as a **permitted use (P)** in District No. 3 – General Business District.

SECTION II: COMPLIANCE REQUIREMENTS

UDO Section 6.06.01 – Principal Permitted Uses is amended to add the following:

" 6.06.01(d) Body Art Establishments must maintain a valid Certificate of Registration from the Illinois Department of Public Health, comply with all sterilization and sanitation requirements in 77 Ill. Adm. Code 797, and adhere to all applicable Village ordinances regarding signage, parking, lighting, noise, and hours of operation."

SECTION III: SEVERABILITY

If any section, paragraph, clause, or provision of this Ordinance is held invalid or unenforceable for any reason, the remaining provisions shall not be affected and shall remain in full force and effect.

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect upon its passage, approval, and publication as required by law.

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE VILLAGE OF WINNEBAGO UNIFIED DEVELOPMENT ORDINANCE TO ALLOW BODY ART ESTABLISHMENTS AS A SPECIAL USE IN DISTRICT NO. 3 – GENERAL BUSINESS DISTRICT

WHEREAS, the Village of Winnebago (the "Village") has adopted a Unified Development Ordinance ("UDO") to regulate land use and development within its jurisdiction; and

WHEREAS, the Village recognizes the need to establish appropriate zoning regulations for **Body Art Establishments**, including tattoo and body piercing businesses, to balance economic development with public health, safety, and welfare; and

WHEREAS, the Village has determined that **Body Art Establishments** should be allowed as a **special use** within **District No. 3 – General Business District** to allow case-by-case review of individual applications for compatibility with surrounding uses; and

WHEREAS, the Village desires to ensure that all Body Art Establishments operating within its jurisdiction comply with the **Illinois Department of Public Health's Body Art Code (77 Ill. Adm. Code 797)** and obtain all required state registrations and licenses.

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

SECTION I: AMENDMENT TO ARTICLE 3 & 6 OF THE UNIFIED DEVELOPMENT ORDINANCE

SECTION I: AMENDMENT TO ARTICLE 6 OF THE UNIFIED DEVELOPMENT ORDINANCE

1. **Article 3 – Definitions** is amended to add the following definition:

"Body Art Establishment: A business or facility that provides body piercing, tattooing, branding, scarification, or other forms of physical body adornment, as defined and regulated by the Illinois Department of Public Health under 77 Ill. Adm. Code 797."

2. **Table 6.2: Land Use** is hereby amended to include "Body Art Establishment" as a **special use (S)** in District No. 3 – General Business District.

SECTION II: SPECIAL USE PERMIT REQUIREMENTS

UDO Section 6.06.01(2) – Special Permitted Uses is amended to add the following:

"Body Art Establishments; subject to provisions listed under Section 6.07.01(1)(a)-(1)(i) and under Section 6.10(7), as well as other provisions of this ordinance. Body Art Establishments seeking a Special Use Permit must submit a complete application including business plans and proof of compliance with state and local regulations. Establishments must maintain a valid Certificate of Registration from the Illinois Department of Public Health, comply with all sterilization and sanitation requirements in 77 Ill. Adm. Code 797, and adhere to all applicable Village ordinances regarding signage, parking, lighting, and hours of operation. Applications will be reviewed on a case-by-case basis to assess compatibility with surrounding land uses."6.5.10 Body Art Establishments seeking a Special Use Permit must submit a complete application including business plans and proof of compliance with state and local regulations. Establishments must maintain a valid Certificate of Registration from the Illinois Department of Public Health, comply with all sterilization and sanitation requirements in 77 Ill. Adm. Code 797, and adhere to all applicable Village ordinances regarding signage, parking, lighting, and hours of operation. Applications will be reviewed on a case-by-case basis to assess compatibility with surrounding land uses."

SECTION III: SEVERABILITY

If any section, paragraph, clause, or provision of this Ordinance is held invalid or unenforceable for any reason, the remaining provisions shall not be affected and shall remain in full force and effect.

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect upon its passage, approval, and publication as required by law.

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

TITLE 77: PUBLIC HEALTH
CHAPTER I: DEPARTMENT OF PUBLIC HEALTH
SUBCHAPTER m: FOOD DRUGS AND COSMETICS
PART 797 BODY ART CODE

Section 24. Item #a.

- Section 797.100 Definitions
- Section 797.200 Incorporated and Referenced Materials
- Section 797.300 General Requirements
- Section 797.400 Operational Requirements
- Section 797.500 Exemptions
- Section 797.600 Public Notification Requirements
- Section 797.700 Disclosure of Pre-existing Conditions
- Section 797.800 Preparation and Care of the Body Art Area
- Section 797.900 Disinfection and Sterilization Procedures
- Section 797.1000 Requirements for Single-Use Items
- Section 797.1100 Requirements for Premises
- Section 797.1200 Establishment Certificate of Registration Requirements
- Section 797.1300 Body Artist Proficiency Requirements
- Section 797.1400 Temporary Certificate of Registration Requirements
- Section 797.1500 Enforcement
- Section 797.1600 Procedures for Suspension, Revocation, or Refusal to Issue a Certificate of Registration
- Section 797.1700 Violations and Fines
- Section 797.1750 Administrative Hearings

AUTHORITY: Implementing and authorized by the Tattoo and Body Piercing Establishment Registration Act [410 ILCS 54].

SOURCE: Adopted at 33 Ill. Reg. 246, effective December 26, 2008.

Section 797.100 Definitions

The following shall be the accepted definitions of the terms used in this Part:

"Act" means Tattoo and Body Piercing Establishment Registration Act [410 ILCS 54].

"Aftercare" means oral and written instructions given to the client, specific to the body art procedures rendered, about caring for the body art and surrounding area. These instructions will include information about when to seek medical treatment, if necessary.

"Antiseptic" means an agent that reduces disease-causing microorganisms on human skin or mucosa.

"Apprentice" means an individual who works under the supervision of a body artist and performs body art activities.

"Autoclave" means an apparatus that is registered and listed with the federal Food and Drug Administration for sterilizing articles by using superheated steam under pressure.

"Body Art" means the practice of physical body adornment, including, but not limited to, the following techniques: body piercing, tattooing, cosmetic tattooing, branding and scarification.

This definition does not include practices that are considered medical procedures State Medical Board, such as implants under the skin, which shall not be performed in a body art establishment. Nor does this definition include piercing of the non-cartilaginous portion or lobe of the ear with pre-sterilized single-use stud-and-clasp ear-piercing systems.

Section 24. Item #a.

"Body Artist" means a person who conducts or practices body art activities and/or procedures.

"Body Art Establishment" or *"Establishment"* means a body-piercing operation, a tattooing operation, body modification establishment or a combination of all operations in a multiple-type establishment, whether public or private, temporary or permanent in nature or location, profit or not for profit. (Section 10 of the Act)

"Body Piercing" means penetrating the skin to make a hole, mark, or scar that is generally permanent in nature, including, but not limited to, micro-dermal anchors, acts of suspension and sub-dermal/trans-dermal implants. *"Body piercing"* does not include practices that are considered medical procedures or the puncturing of the non-cartilaginous portion or lobe of the ear using a pre-sterilized, single-use stud-and-clasp ear piercing system. (Section 10 of the Act)

"Certificate of Registration" means written permission by the Department to operate a body art establishment. Approval is given in accordance with this Part and is separate from any other licensing requirement that may exist within communities or political subdivisions comprising the jurisdiction.

"Change of Ownership" means any of the following:

In the case of a body art establishment owned by a corporation, the transfer of the facility by the corporation to another corporation, to a partnership or association, or to a natural person. Transfer of stock in a corporation does not constitute change of ownership.

In the case of a body art establishment owned by a partnership or association, the transfer of the facility by the partnership or association to another partnership or association, to a corporation, or to a natural person. Transfer of interest in the partnership or association or substitution of any or all partners or members of the association does not constitute change of ownership.

In the case of a body art establishment owned by a natural person, the transfer of the facility to any corporation, partnership, association or other natural person, whether or not the owner retains any interest in the facility.

"Clean" or "Cleaning" means the removal of foreign materials from objects, normally accomplished with detergent, water and mechanical action.

"Client" means the person, customer, or patron whose skin will be tattooed, modified or pierced. (Section 10 of the Act)

"Cosmetic Tattooing" (see "Tattooing").

"Dentist" means a person licensed to practice dentistry in this State pursuant to the Illinois Dental Practice Act [225 ILCS 25].

"Department" means the Illinois Department of Public Health or its designated agent.

"Director" means the Director of Public Health or his or her designee. (Section 10 of the Act)

"Disclosure Warning Statement" means a sign or poster that is provided by the De advises the public of the potential health risks of body art services.

Section 24. Item #a.

"Disinfect" or "Disinfection" means a process that provides an effective concentration of a United States Environmental Protection Agency registered chemical for enough contact time as specified by the manufacturer to reduce bacterial count, including pathogens, to a safe level (when disease organisms that may be present are destroyed so as to prevent transfer) on equipment surfaces and in toilet and hand-washing facilities.

"Ear Piercing" means the puncturing of the non-cartilaginous portion or lobe of the ear with a pre-sterilized single-use stud-and-clasp ear-piercing system, following manufacturer's instructions. Under no circumstances shall ear piercing studs and clasps be used anywhere on the body other than the non-cartilaginous portion and lobe of the ear.

"Equipment" means all machinery, including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks, and all other apparatus and appurtenances used in connection with the procedures of body art.

"Good Hygienic Practices" means practices conducive to maintaining health and preventing disease, especially through cleanliness. Good hygienic practices include, but are not limited to, restrictions on eating, drinking and the use of tobacco products in the establishment; maintaining a high degree of personal cleanliness; hand washing and proper hand washing techniques; use of single-use disposable gloves; preventing employees from contaminating work surfaces; and availability of hand washing facilities and supplies.

"Hand-Washing Sink" means a sink equipped with hot and cold running water under pressure, tempered by means of a mixing valve or combination faucet, activated by wrist blade or knee control or other hands-free means, used solely for washing hands, arms and other portions of the body.

"Hot Water" means water that attains and maintains the temperature of not less than 120 degrees F.

"Imminent Health Hazard" means any hazard to the public health when the evidence shows that a product or practice creates or may create a public health situation, including, but not limited to, a lack of water or electricity, lack of sterilization, infections that are epidemiologically associated with a body art establishment, or the occurrence of a single case of a life-threatening illness that is epidemiologically associated with a body art establishment.

"Instruments Used for Body Art" means hand pieces, needles, needle bars, and other instruments that may come in contact with a client's body or may be exposed to body fluids during body art procedures.

"Invasive" means entry into the body either by incision or insertion of an instrument into or through the skin or mucosa, or by any other means intended to puncture, break or compromise the skin or mucosa.

"Jewelry" means any personal ornament inserted into a pierced area. The ornament shall be free of nicks, scratches or irregular surfaces and must have been properly sterilized prior to use.

"Mobile Body Art Establishment" or "Mobile Body Art Unit" means a mobile establishment or unit that is self-propelled or otherwise movable from place to place and is self-sufficient for utilities such as gas, water, electricity and liquid waste disposal.

"Operator" means an individual, partnership, corporation, association, or other entity engaged in the business of owning, managing, or offering services of body art. (Section 10 of the Act)

Section 24. Item #a.

"Person" means any individual, corporation, partnership, firm, association, society, trust, estate, public or private institution, group, agency, political subdivision of this State, any other state or political subdivision or agency of that state, and any legal successor, representative, agent or agency of a person.

"Physician" means a person licensed under the Medical Practice Act of 1987 [225 ILCS 60] to practice medicine in all of its branches.

"Potable Water" means water that is safe for human consumption and meets the water quality standards of the Primary Drinking Water Standards (35 Ill. Adm. Code 611).

"Procedure Surface" means any surface of a work area, including, but not limited to, the procedure chair that comes into contact with the client's body during a body art procedure, skin preparation of the area adjacent to and including the body art procedure, or any associated work area that may require disinfecting.

"Regulated Waste" means any liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; sharps and any wastes containing blood and other potentially infectious materials, as defined in 29 CFR 1910.1030 (Bloodborne Pathogens).

"Scarification" means to create a design on the skin by means of shallow cuts or skin removal that are sometimes rubbed with a colorant or irritant to enhance the resulting scar tissue.

"Sharps" means any objects (sterile or contaminated) that may purposefully or accidentally cut or penetrate the skin or mucosa, including, but not limited to, pre-sterilized single-use needles, scalpel blades, and razor blades.

"Sharps Disposal Container" means a puncture-resistant, leak-proof container that can be closed for handling, storage, transportation and disposal and that is labeled with the international biohazard symbol.

"Single Use" means products or items that are intended for one-time, one-person use and are disposed of after use on each client, including, but not limited to, cotton swabs or balls, tissues or paper products, paper or plastic cups, gauze and sanitary coverings, razors, piercing needles, tattoo needles, scalpel blades, stencils, ink cups and protective gloves.

"Standard Precautions" means infection prevention and control measures that apply to all clients regardless of condition or presumed infection status (see 77 Ill. Adm. Code 690.1010(a)(1)).

"Sterile" means free of all living organisms, including spores.

"Sterilization" means the use of a physical or chemical process to destroy all living organisms, including spores.

"Sterilization Packaging" means packaging materials, including, but not limited to, bags, packs, pouches or tubing designed for steam sterilization use. The sterilization packaging shall allow penetration of steam to allow sterilization and to maintain the sterility of the item after sterilization.

"Sterilize" means to destroy all living organisms including spores. (Section 10 of the Act)

"Sterilizer" means equipment used to sterilize body art devices, equipment and supplies by direct exposure to a selected sterilization agent validated by a sterile indicator strip.

"Tattooing" means any method of placing ink or other pigment into the skin or mucosa by the aid of needles or any other instrument used to puncture the skin, resulting in permanent coloration of the skin or mucosa. This term includes all forms of cosmetic tattooing.

"Tempered Water" means water ranging in temperature from 85 degrees F to, but not including, 120 degrees F.

"Temporary Body Art Establishment" means any place or premise operating for educational, trade show or product demonstration purposes at a fixed location where a body artist/apprentice performs body art procedures for no more than 14 days consecutively in conjunction with a single event or celebration.

"Temporary Certificate of Registration" means a certificate of registration issued by the Department *for educational, trade show, or product demonstration purposes only. The temporary certificate of registration shall be valid for a maximum of 14 calendar days.* (Section 20 of the Act)

"Ultrasonic Unit" means a unit used for cleaning soiled and/or used instruments before they are sterilized, using the emission of high frequency sound waves.

"Violation" means a finding of violation of a Section of the Act or this Part by a court of competent jurisdiction in this State, or by the Director in a Final Order issued pursuant to the Act, or by a notice of warning issued in accordance with this Part.

"Work Station" means an area where body art procedures are performed.

Section 797.200 Incorporated and Referenced Materials

- a) The following materials are incorporated or referenced in this Part:
 - 1) Illinois Statutes and Administrative Rules:
 - A) Criminal Code of 1961 [720 ILCS 5]
 - B) Rules of Practice and Procedure in Administrative Hearings (77 Ill. Adm. Code 100)
 - C) Illinois Plumbing Code (77 Ill. Adm. Code 890)
 - D) Control of Communicable Diseases Code (77 Ill. Adm. Code 690)
 - E) Electrologist Licensing Act [225 ILCS 412]
 - F) Acupuncture Practice Act [225 ILCS 2]
 - G) Administrative Review Law [735 ILCS 5/Art. III]
 - H) Illinois Food, Drug and Cosmetic Act [410 ILCS 620]

- I) Public Area Sanitary Practice Code (77 Ill. Adm. Code 895)
- J) Drinking Water Systems Code (77 Ill. Adm. Code 900)
- K) Private Sewage Disposal Code (77 Ill. Adm. Code 905)
- L) Illinois Water Well Construction Code (77 Ill. Adm. Code 920)
- 2) Federal Regulations:
 - Bloodborne Pathogens, Occupational Safety and Health Administration (OSHA), 29 CFR 1910.1030(g)(2) (July 2005)
- 3) Federal Guidelines:
 - A) Guidelines for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Health-Care and Public-Safety Workers, in Morbidity and Mortality Weekly Report (MMWR), June 23, 1989, Vol. 38, No. S-6
 - B) Recommendations for Preventing Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Patients During Exposure-Prone Invasive Procedures, in MMWR, July 12, 1991, Vol. 40, No. RR-8
- b) All incorporations by reference of federal regulations and guidelines refer to the materials on the date specified and do not include any amendments or editions subsequent to the date specified.
- c) Copies of all incorporated materials are available for inspection and copying by the public at the Department's Central Office, Division of Food, Drugs, and Dairies, 525 West Jefferson Street, Springfield, Illinois 62761.

Section 797.300 General Requirements

The following information shall be kept on file on the premises of a body art establishment and shall be available for inspection by the Department:

- a) Body Artist/Apprentice information
 - 1) Full names and exact duties;
 - 2) Date of birth;
 - 3) Home address;
 - 4) Home and work telephone numbers;
 - 5) Identification photographs;
 - 6) Current places of employment;
 - 7) Training documentation/certificates; and
 - 8) Proof of completion of a bloodborne pathogen training program compliant with Bloodborne Pathogens, OSHA, 29 CFR 1910.1030.

b) Establishment Information

- 1) Name of Establishment;
- 2) Hours of Operation;
- 3) Owner's name and home address;
- 4) A copy of the operation procedure (see Section 797.300(c));
- 5) Owner's telephone numbers; and
- 6) A complete description of all body art procedures performed.

c) Emergency Procedures Information

The owner or operator of a body art establishment shall prepare, maintain and implement an operation procedure that meets the following requirements:

- 1) The operation procedure shall provide for response to the occurrence of any sudden, serious and unexpected sickness or injury that would lead a reasonable person, possessing an average knowledge of health, to believe that the sick or injured person requires urgent or unscheduled medical care.
- 2) The operation procedure shall include a method to address emergency situations, including, but not limited to, adverse reactions, anaphylactic reactions, and accidental needle sticks.
- 3) The operation procedure shall include procedures to be used when blood, plasma, serum or body fluids, such as semen, saliva, breast milk, vaginal secretions and any fluid contaminated with blood, are exposed to:
 - A) mucous membranes, including eye, mouth or other mucous membranes;
 - B) broken or non-intact skin;
 - C) abraded or irritated skin; or
 - D) skin surfaces that are otherwise compromised.
- 4) The operation procedure shall describe methods for obtaining appropriate medical care in the event of such an exposure and designate personnel to be notified in the event of an emergency.
- 5) The operation procedure must be maintained in the body art establishment in a location accessible to all employees.

c) The establishment shall also keep on file a copy of this Part.

Section 797.400 Operational Requirements

- a) It shall be unlawful for any person to perform body art procedures unless such procedures are performed in a body art establishment with a current certificate of registration.

- b) A body artist/apprentice shall be a minimum of 18 years of age.
- c) Eating or drinking by anyone other than a client is prohibited in the area where body art is performed.
- d) Smoking is prohibited in the body art establishment.
- e) *Body art procedures must not be performed, without medical clearance, on skin surfaces where sunburn, rash, acne, infection, open lesions, or other questionable skin lesions exist and must not be performed on any person who is impaired by drugs or alcohol.* (Section 27 of Act) Medical clearance must be in the form of a written and signed statement by a physician.
- f) The body artists/apprentice shall maintain a high degree of personal cleanliness, conform to good hygienic practices, and wear clean clothes when performing body art procedures. Before performing body art procedures, body artists/apprentices shall thoroughly wash their hands for a minimum of 20 seconds in tempered running water with liquid soap, then rinse hands and dry with disposable paper towels. This shall be done as often as necessary to remove contaminants.
- g) In performing body art procedures, the body artist/apprentice shall wear single-use medical grade gloves. Gloves shall be changed if they become contaminated by contact with any non-clean surfaces or objects or by contact with a third person. The gloves shall be discarded, at a minimum, after the completion of each procedure on an individual client, and hands shall be washed before the next pair of gloves is donned. Under no circumstances shall a single pair of gloves be used on more than one person. The use of single-use, medical grade gloves does not preclude or substitute for hand-washing procedures as part of a good personal hygiene program.
- h) If, while performing a body art procedure, the body artist's/apprentice's glove is pierced, torn or otherwise compromised, the procedure in subsection (f) shall be repeated immediately. The contaminated gloves shall be immediately discarded, and the hands washed thoroughly (see subsection (e)) before a fresh pair of gloves is applied. Any item or instrument used for body art that is contaminated during the procedure shall be replaced immediately with a new disposable item or a new sterilized instrument or item before the procedure resumes.
- i) Regulated waste that may release liquid blood or body fluids when compressed, or may release dried blood or body fluids when handled, shall be placed in an approved bag marked with the international biohazard symbol. The regulated waste shall then be disposed of in compliance with 29 CFR 1910.1030. Sharps ready for disposal shall be disposed of in approved sharps disposal containers. Storage of regulated waste on site shall comply with the regulations in 29 CFR 1910.1030, and storage of regulated waste awaiting pick-up shall not exceed 30 days.
- j) Waste that does not release liquid blood or body fluids when compressed or does not release dried blood or body fluids when handled may be placed in a covered receptacle and disposed of through normal disposal methods.
- k) No person shall perform any tattoo procedure upon a person under the age of 18 years that is prohibited by Sections 12-10 through 12-10.2(c) of the Criminal Code of 1961. Age verification shall be obtained by government issued identification containing a birth date and photograph. In any procedure other than tattooing, the parent or legal guardian shall sign a consent form in the presence of an operator/body artist. The consent form shall indicate that the parent or legal guardian has read and understood the disclosure warning statement required under Section 797.600(c).
- l) Before the oral cavity of a person under 18 years of age may be pierced, the written consent form signed by the parent or legal guardian must contain a provision in substantially the following

I understand that the oral piercing of the tongue, lips, cheeks, or any other area of the oral cavity carries serious risk of infection or damage to the mouth and teeth, or both infection and damage to those areas, that could result in but is not limited to nerve damage, numbness, and life threatening blood clots. (Section 12-10.1 of the Criminal Code of 1961)

- m) Any skin or mucosal surface that is to receive a body art procedure shall be free of rash, irritation or any visible infection.
- n) No body artist/apprentice affected with boils, infected wounds, open sores, abrasions, weeping dermatological lesions or acute respiratory infection, possibly manifested by fever, chills and/or a chronic productive cough, shall work in any area of a body art establishment in any capacity in which that person could contaminate body art equipment, supplies or working surfaces with body substances or pathogenic organisms.
- o) Any body artist can refuse service to any individual, at any time, and for any reason.

Section 797.500 Exemptions

The following practices, occupations and persons are exempted from this Part:

- a) *The practice of electrology as defined in the Electrologist Licensing Act [225 ILCS 412] (Section 10 of the Act);*
- b) *The practice of acupuncture as defined in the Acupuncture Practice Act [225 ILCS 2]) (Section 10 of the Act);*
- c) *The use, by a physician licensed to practice medicine in all its branches, of colors, dyes, or pigments for the purpose of obscuring scar tissue or imparting color to the skin for cosmetic, medical, or figurative purposes (Section 10 of the Act); and*
- d) Individuals who pierce only the non-cartilaginous portion or lobe of the ear with a pre-sterilized single-use stud-and-clasp ear-piercing system.

Section 797.600 Public Notification Requirements

- a) Written public education materials, provided by the Department, shall be offered and explained to all clients prior to receiving body art procedures.
- b) Verbal and written instructions for the aftercare of the body art shall be provided to each client.
- c) The written public education materials shall advise the client to consult a physician or dentist as appropriate at the first sign of infection. The written public education materials shall also contain the name, address and phone number of the establishment. These documents shall be signed and dated by both parties, with a copy given to the client, and the operator shall retain the original with all other required records for a period of no less than one year. In addition, all establishments shall prominently display a disclosure warning poster, provided by the Department, that advises the public of the potential health risks of body art services.
- d) The operator and/or body artist shall report in writing to the Department all infections or diseases, resulting from a body art procedure, that required medical attention. The written report shall be

sent to the Department by mail or facsimile within 24 hours after receiving a report. If medical attention was required. The report shall include:

Section 24. Item #a.

- 1) The name, address and phone number of the affected individual;
- 2) The date of the body art procedure;
- 3) Identification of the body artist/apprentice who performed the service;
- 4) The name, address and certificate of registration number of the body art establishment involved;
- 5) The anatomical location, condition and description of the affected site;
- 6) The name, address and phone number of the affected individual's health care provider;
- 7) The date that medical attention was sought; and
- 8) Any other information considered relevant to the situation.

Section 797.700 Disclosure of Pre-existing Conditions

The body artist/apprentice shall request information from all clients as follows:

"To ensure that your body art procedure heals properly, we ask that you disclose if you have or have had any of the following conditions. Disclosure does not prevent you from having a body art procedure.

- a) Diabetes;
- b) History of hemophilia (bleeding);
- c) History of skin diseases, skin lesions or skin sensitivities to soaps, disinfectants, etc.;
- d) History of allergies or adverse reactions to pigments, dyes or other skin sensitivities such as, but not limited to, latex;
- e) History of epilepsy, seizures, fainting or narcolepsy;
- f) Medications used, such as anticoagulants that thin the blood and/or interfere with blood clotting;
- g) Human immunodeficiency virus (HIV);
- h) Hepatitis;
- i) Any other information that would aid us in evaluating your body art healing process."

Section 797.800 Preparation and Care of the Body Art Area

- a) Before a body art procedure is performed, the immediate skin area and the areas of skin surrounding the location of the body art procedure shall be washed with liquid soap and water or a skin antiseptic. If shaving is necessary, single-use disposable razors shall be used. Following shaving, the skin and surrounding area shall be washed with liquid soap and water or a skin antiseptic. The single-use disposable razor and washing pad shall be discarded after a single use.

- b) If bleeding occurs, all products used to check the flow of blood or to absorb blood use and shall be disposed of immediately after use in appropriate covered containers. (See definition of "regulated waste" in Section 797.100.)

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Section 797.900 Disinfection and Sterilization Procedures

- a) All non-disposable instruments used for body art shall be cleaned after each use by scrubbing with an appropriate soap or disinfectant solution and hot water, or by following the manufacturer's instructions, to remove blood and tissue residue, and shall then be placed in an ultrasonic unit operated in accordance with manufacturer's instructions.
- b) After cleaning, all non-disposable instruments used for body art shall be packed individually in sterilization packaging and subsequently sterilized (see subsection (c)). All sterilization packaging shall contain either a sterilization indicator or internal temperature indicator. Sterilization packaging shall be dated with an expiration date not to exceed six months or in accordance with manufacturer's instructions. If sterilization packaging is compromised or expired, the instrument shall be removed, repackaged and re-sterilized.
- c) All cleaned non-disposable instruments used for body art shall be sterilized in an autoclave that meets the criteria specified in subsection (i). The autoclave shall be used, cleaned and maintained according to manufacturer's instruction. The operator shall retain on-site a copy of the manufacturer's recommended procedures for the operation of the sterilization unit and a daily temperature log for each day's use. If the body art establishment uses only single-use disposable instruments and products, and uses sterile single-use needles and tubes, an autoclave shall not be required.
- d) After sterilization, the instruments used for body art procedures shall be stored in a dry, clean cabinet or tightly covered container reserved for the storage of such instruments.
- e) All instruments shall remain stored in sterile packages until just prior to the performance of a body art procedure. When assembling instruments used for body art procedures, the operator shall wear single-use disposable medical grade gloves and use aseptic techniques to ensure that the instruments and the gloves are not contaminated.
- f) All inks, pigments, needles and equipment shall be specifically manufactured for performing body art procedures and shall be used according to manufacturer's instructions. Single-use needles, specifically manufactured for body art, may be purchased and used to construct a needle bar by the body artist.
- g) Pigment shall be reconstituted using only distilled or sterile water or a glycerin product.
- h) Immediately before a tattoo is applied, the quantity of the ink to be used shall be transferred from the ink bottle and placed into single-use containers. Upon completion of the tattoo, these single-use containers and their contents shall be discarded.
- i) Each certificate of registration holder shall demonstrate, by monthly spore destruction tests, that the autoclave used is capable of attaining sterilization. These tests shall be verified through an independent laboratory. Test records shall be retained on-site by the operator for a period of one year.

Section 797.1000 Requirements for Single-Use Items

- a) Single-use items shall not be used on more than one client for any reason. After use, all single-use needles, razors and other sharps shall be immediately disposed of in approved sharps disposal

containers.

- b) All products applied to the skin, including body art stencils, shall be single-use and disposable. Petroleum jellies, soaps and other products used in the application of stencils shall be dispensed and applied to the area to be tattooed with gauze or in a manner to prevent contamination of the original container and its contents.
- c) Single-use items must be stored in a clean, covered location, in a manner to prevent any contamination.

Section 797.1100 Requirements for Premises

- a) All walls, floors and procedure surfaces of a body art establishment shall be smooth, free of open holes and cracks, and washable. Walls, floors and ceilings shall be in good repair and maintained in a clean condition. All procedure surfaces, including client chair/benches, shall be of such construction as to be easily cleaned and disinfected after each client. All procedure surfaces shall be cleaned and disinfected after each procedure. The body art establishment shall be maintained in a clean and sanitary condition at all times.
- b) All body art establishments shall be completely separated, by solid partitions or by walls extending from floor to ceiling, from any room used for human habitation, any food establishment or room where food is prepared, any hair salon, or any other such activity that may cause potential contamination of work surfaces.
- c) Effective measures shall be taken by the operator/body artist/apprentice to protect against the presence of insects, vermin and rodents in the establishment. Exterior doors shall be self-closing and tight fitting. If windows open, they shall have tight-fitting screens.
- d) Each body art establishment shall have an area that may be screened from public view for clients requesting privacy. Dividers, curtains or partitions, at a minimum, shall be available to separate multiple work stations.
- e) The establishment shall be well ventilated and provided with an artificial light source equivalent to at least 20 foot candles.
- f) No animals of any kind shall be allowed in a body art establishment, except service animals used by persons with disabilities. Fish aquariums shall be allowed in waiting rooms and non-procedural areas.
- g) A separate hand-washing sink (see Section 797.100) shall be readily accessible to the operators within the body art establishment. The hand sink shall be supplied with liquid soap and disposable paper towels. One hand sink shall serve no more than six stations.
- h) Each body art establishment shall have a minimum of one hand-washing sink, excluding any service sinks, and one toilet facility. The toilet facility shall be equipped with a hand-washing sink, as well as liquid soap and paper towels in dispensers. Toilet facilities shall have tight fitting, self-closing doors. Such doors shall not be left open except during cleaning or maintenance. A supply of toilet tissue shall be provided at each toilet at all times. Toilet facilities shall also be equipped with mechanical ventilation to the outside air.
- i) At least one covered waste receptacle shall be provided at each work station, lavatory facility, and toilet facility. Receptacles in the work station shall be emptied daily, and solid waste shall be removed from the premises at least weekly. All refuse containers shall be cleanable, and kept clean. Waste receptacles shall be kept uncovered during use and covered while not in use.

- j) All instruments and supplies shall be stored in clean, dry, covered containers. The dirty contaminated equipment, including the autoclave and ultrasonic units, along with cleaning supplies and cleaning equipment, shall be stored in an area separate from the procedure area. This area shall not be publicly accessible.
- k) If reusable cloth items are used, they shall be mechanically washed with detergent and dried after each use. The cloth items shall be stored in a dry, clean environment until used.
- l) In addition to complying with all of the requirements of this Part, mobile body art vehicles and body artists/apprentices working from a mobile body art establishment shall also comply with the following requirements:
 - 1) Body art shall be performed only from an enclosed vehicle such as a trailer or mobile home. No body art procedures shall be performed outside of the enclosed vehicle.
 - 2) Potable water shall be maintained for the mobile body art establishment at all times during operation.
 - 3) All liquid wastes shall be stored in a storage tank with a capacity at least 50 percent greater than the capacity of the on-board potable water supply. Liquid wastes shall be disposed of in accordance with State and federal laws.
 - 4) A toilet facility, equipped with a hand sink, shall be available within the mobile body art establishment. The hand sink shall be supplied with hot and cold running water, under pressure, to a mixing-type faucet, as well as liquid soap and paper towels in dispensers. Toilet facilities shall have tight fitting, self-closing doors. The doors shall not be left open except during cleaning or maintenance. A supply of toilet tissue shall be provided at each toilet at all times. Toilet facilities shall also be equipped with mechanical ventilation to the outside air.

Section 797.1200 Establishment Certificate of Registration Requirements

- a) The operator of a body art establishment shall maintain a current certificate of registration from the Department, to be renewed annually. The owner shall file an application with the Department using an application provided by the Department and shall include all of the following information:
 - 1) *The applicant's name, address, telephone number, and age.* To qualify for the certificate of registration, the applicant shall be *at least 18 years of age*;
 - 2) *The name, address, and phone number of the establishment;*
 - 3) *The type and year of manufacture of equipment proposed to be used for body art, if available;*
 - 4) A floor plan of the premises, showing the location of required facilities and work stations;
 - 5) *The sterilization and operational procedures to be used by the establishment (Section 15 of the Act);*
 - 6) The total number of work stations located in the establishment. This number shall include all work stations, whether utilized or not.

- b) With each annual certificate of registration application, the applicant shall submit a refundable fee. The \$500 non-refundable fee shall satisfy the cost of the certificate of registration and the registration of one work station. For each additional work station located in the facility, applicants shall submit, at the time of application, an additional \$50 non-refundable fee. Section 24. Item #a.
- c) Any attempt to obtain a certificate of registration by means of fraud, misrepresentation or concealment is prohibited.
- d) *The certificate of registration issued by the Department shall be conspicuously displayed within the sight of clients upon entering the establishment.*
- e) *Registration is valid for a single location and only for the operator named on the certificate. Registration is not transferable. (Section 35 of Act)*
- f) *In the event of a change of ownership, the new owner must apply for a certificate of registration prior to the opening of the property. (Section 40 of Act)*

Section 797.1300 Body Artist Proficiency Requirements

- a) The operator shall hire only body artists who have complied with the body artist proficiency requirements of this Part.
- b) No person shall conduct body art procedures without first demonstrating proficiency and knowledge of this Part.
- c) The operator shall determine that each body artist possesses knowledge of the following subjects:
- 1) Anatomy;
 - 2) Infectious disease control, including waste disposal, hand-washing techniques, sterilization equipment operation and methods, and sanitization/disinfection/sterilization methods and techniques; and
 - 3) Skin diseases, disorders and conditions (including diabetes).
- d) Body artists/apprentices shall maintain documentation of completion of "Bloodborne Pathogen Training", as required by OSHA (29 CFR 1910.1030) at the body art establishment.
- e) A list of all body artists who have complied with this Section and all other provisions of this Part shall be posted in a prominent and conspicuous area of the establishment.

Section 797.1400 Temporary Certificate of Registration Requirements

- a) *A temporary certificate of registration may be issued by the Department for educational, trade show or product demonstration purposes that include body art procedures. The temporary certificate of registration shall be valid for a maximum of 14 consecutive calendar days. (Section 20 of Act)*
- b) The establishment shall be contained in a completely enclosed non-mobile facility (e.g., inside a permanent building).
- c) An operator who wishes to obtain a temporary certificate of registration for his or her establishment/booth shall submit a temporary certificate of registration application for review by the Department at least 30 days prior to the event. The application shall specify:

- 1) Inclusive dates during which the temporary certificate of registration is needed (not to exceed 14 consecutive calendar days per event), without reapplication;
 - 2) Compliance with body artist proficiency requirements as specified in Section 797.1300;
 - 3) The address where the temporary certificate of registration will be used.
- d) A temporary certificate of registration shall not be issued unless the applicant has paid a non-refundable fee of \$250.
 - e) A temporary certificate of registration shall not be transferable from one place or person to another.
 - f) Compliance with all of the requirements of this Part includes, but is not limited to, the following:
 - 1) Conveniently located hand-washing sink with liquid soap, paper towels and hot and cold water under adequate pressure shall be provided. Drainage in accordance with local plumbing codes is to be provided. Alcohol-based single-use hand wipes shall be available in each work station to augment the hand-washing requirements of this Section;
 - 2) There shall be at least 20 foot candles of light at the level where the body art procedure is being performed; and
 - 3) The establishment shall provide a sterilizer in compliance with this Part, on which a spore test has been performed 30 or fewer days prior to the date of the event, or use only single-use prepackaged sterilized equipment.
 - g) A temporary certificate of registration issued by the Department is required prior to the performance of any body art procedures.
 - h) Body art procedures shall not be performed before the Department has inspected the location identified on the temporary certificate of registration application.
 - i) If the holder of a temporary certificate of registration fails to comply with the requirements of the Act or this Part, the Department shall suspend the temporary certificate of registration.
 - j) The temporary certificate of registration and the disclosure warning poster (see Section 797.600(c)) provided by the Department shall be prominently posted.

Section 797.1500 Enforcement

- a) The Department shall inspect any establishment, mobile body art establishment/unit, or any other place that it believes is required to apply for a certification of registration under the Act and this Part, as often as necessary to ensure compliance with this Part. The initial inspection of a mobile body art establishment shall take place at a location identified by the Department. Additional inspections may be performed at any event where the mobile body art establishment is scheduled to operate.
- b) If the Department is denied access to any establishment, mobile body art establishment/unit, or any other place that it believes is required to apply for certification of registration under the Act and this Part, the Department shall request intervention of local, county or State law enforcement agencies to seek a court order or warrant to investigate and enter the establishment, mobile body art establishment/unit, or any other place. Any person or entity preventing the Department from

carrying out its duties under the Act or this Part shall be guilty of a violation of the Act and shall be subject to penalties.

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- c) If the Department suspects that a communicable disease is or may be transmitted by an operator/apprentice, by use of unapproved or malfunctioning equipment, or by unsanitary or unsafe conditions and practices or other imminent health hazard that may adversely affect the health of the public, upon written notice to the owner or operator, the Department shall do any or all of the following:
 - 1) Issue an order excluding any or all operators/apprentices from the body art establishment who are responsible, or appear to be responsible, for the transmission of a communicable disease until the Department determines there is no further risk to public health;
 - 2) Issue an order to immediately suspend the certificate of registration of the establishment until the Department determines that there is no further risk to the public health. The order shall state the cause for the action.

Section 797.1600 Procedures for Suspension, Revocation, or Refusal to Issue a Certificate of Registration

A certificate of registration may be denied, suspended, or revoked, or the renewal of a certificate of registration may be denied, for any of the following reasons:

- a) Any single violation of the Act or this Part;
- b) *Conviction of an applicant or registrant of an offense arising from false, fraudulent, deceptive or misleading advertising. The record of conviction or a certified copy shall be conclusive evidence of the conviction;*
- c) *Revocation of a certificate of registration during the previous 5 years or surrender or expiration of the certificate of registration during the pendency of action by the Department to revoke or suspend the certificate of registration during the previous 5 years, if, before the certificate of registration was issued to the individual applicant, a controlling owner or controlling combination of owners of the applicant, or any affiliate of the individual applicant or controlling owner of the applicant or affiliate of the applicant, was a controlling owner of the prior certificate of registration. (Section 45 of the Act)*

Section 797.1700 Violations and Fines

- a) In addition to any other action authorized by the Act or this Part, the Department may assess fines, in addition to denying, suspending and revoking certificates of registration, against a person for any violation of any provision of the Act or this Part.
- b) *A fine not to exceed \$1,000 per day for each day the registrant remains in violation shall be issued for any violation of the Act or this Part. (Section 80 of Act)*
- c) A violation is a failure to adhere to any of the provisions of the Act or this Part. A violation shall also include any of the following:
 - 1) Failure to abide by any stop operation or stop use order issued under this Part;
 - 2) Failure to notify the Department of any incident, accident or public health emergency involving any equipment or operator, as required in Section 797.600;

- 3) Failure to allow the Department to perform inspections and investigations with Section 30 of the Act and Section 797.1500;
- 4) Use of autoclave or body art equipment in a manner inconsistent with its labeling or directions;
- 5) Performing a body art procedure in a faulty, careless or negligent manner;
- 6) Performing a body art procedure in violation of the certificate of registration requirements of Section 15 of the Act;
- 7) Performing a body art procedure in violation of an order issued by the Department;
- 8) Failure to use methods or materials suitable for body art;
- 9) Performing a body art procedure on a person under the age of 18 years, in violation of the Criminal Code of 1961;
- 10) Allowing a certificate of registration to be used by another person;
- 11) Aiding or abetting a person in evading any provision of the Act;
- 12) Failure to comply with the operator proficiency requirements of Section 797.1300;
- 13) Failure to comply with waste removal requirements of Section 797.400;
- 14) Failure to maintain client records as required by Sections 797.600(c) and 797.900(i);
- 15) Failure to maintain premises in sanitary condition as required by Section 797.1100;
- 16) Failure to establish and maintain records of monthly autoclave spore destruction tests in accordance with Section 797.700(i);
- 17) Failure to renew a certificate of registration in accordance with Section 35 of the Act;
- 18) Failure to notify the Department of a change in business ownership in accordance with Section 40 of the Act and Section 797.1200 of this Part;
- 19) Failure to provide information to the Department upon request in accordance with Section 55 of the Act;
- 20) Failure to display or provide a current permit, in accordance with Section 35 of the Act.

Section 797.1750 Administrative Hearings

- a) All hearings shall be conducted pursuant to the Act and the Department's Rules of Practice and Procedure in Administrative Hearings (77 Ill. Adm. Code 100) or Section 50(d) of the Act.
- b) The Department shall serve notice of fine and/or penalty assignments, and provide an opportunity for hearing.
- c) If a person fails to request a hearing within the time provided in the notice, the person shall be deemed to have waived the right to an administrative hearing, and the fine, pursuant to Section

797.1700 and/or action pursuant to Section 797.1600, shall be due immediately upon a final order by the Department.

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- d) All fines and/or actions that are upheld in whole or in part by final order of the Department shall be due in full at the conclusion of the time period for filing for administrative review pursuant to the Administrative Review Law, unless the person has, within that time, filed proceedings in administrative review specifically appealing the fine and/or adverse licensure action and unless the court has stayed enforcement of the fine and/or adverse licensure action.