



VILLAGE OF WINNEBAGO

COMMITTEE OF THE WHOLE

April 02, 2025 at 6:05 PM

108 West Main Street and Virtually

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

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

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

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

6. **PUBLIC COMMENT**

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

7. **APPROVAL OF MINUTES**

[a.](#) Approval of Committee of the Whole Meeting Minutes from March 19, 2025

8. **DISCUSSION**

- [a.](#) SRO Agreement Amendment
- [b.](#) Right of Way Ordinance Update
- [c.](#) Zoning Fees Discussion
- [d.](#) Personnel Policy Update

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

10. **NEW BUSINESS**

11. **ADJOURNMENT**

Posted: March 27, 2025 at 3:15 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491

The Committee of the Whole Village of Winnebago was held on March 19, 2025, at 6:39 p.m.

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

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.

4. ESTABLISHMENT OF A QUORUM – A quorum was established.
5. MEETING GUIDELINES
6. PUBLIC COMMENT – No one requested the opportunity to address the Board.
7. APPROVAL OF MINUTES
 - a. A motion was made by MR. ACKERMAN, seconded by MR. MCKINNON to accept the minutes of the March 05, 2025, meeting as presented. Motion carried on a voice vote.
8. DISCUSSION
 - a. The Board discussed replacing the 2013 Ford Taurus with a 2025 Ford Explorer Interceptor which was included in this year's Police Budget. The old car can be sold or donated. If it is sold as surplus personal property other items in other departments can be included in the ordinance.
 - b. The Board discussed a resolution for authorization of sidewalk discretionary spending. It is important to have the plan in place to repair and replace sidewalks in the Village. Part of the plan is to make safe routes to schools and keep the sidewalks downtown in good repair.
 - c. The Board continued the discussion on the grocery tax.
There was a great deal of discussion of the Community Development Fund and how best to fund it.
It would be best to lay out a plan of what the fund needs to support and where the money would come from.
It was suggested the amount of wages being split to funds needs to be reviewed.
It was noted a decision needs to be made by May or June.
The Board discussed a draft ordinance for the Grocery Tax to be on the upcoming meeting agenda to maintain the current needs and may later be revisited.
9. EXECUTIVE SESSION

A motion was made by MR. LEFEVRE, seconded by MR. MCKINNON to go into Executive (Closed) Session at 8:25 p.m. pursuant to 5ILCS 120/2(c) to discuss the Sale of Village Owned Property – Winnebago Highlands. Motion carried on a unanimous roll call vote of those present. The Board returned from the Executive (Closed) Session at 9:02 p.m.
10. NEW BUSINESS – No discussion.
11. ADJOURNMENT

A motion was made by MR. LEFEVRE, seconded by MR. MCKINNON to adjourn at 9:03 p.m. Motion carried on a voice vote.

UNAPPROVED

Sally Jo Huggins, Village Clerk



Agenda Item Executive Summary

Item Name RESOLUTION TO AMEND THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

In the spring and summer of 2022, the Village of Winnebago and the Winnebago Community School District #323 initiated negotiations to hire a School Resource Officer (SRO). Initially, both parties anticipated reaching an agreement before the start of the 2022-2023 school year. However, the agreement was not finalized until the beginning of the 2023-2024 school year.

In February/April of 2023, the Village of Winnebago and the Winnebago Community School District #323 formally entered into an agreement in which the school district would cover 75% of the total salary and benefits of the SRO, along with 75% of the cost of a new police utility vehicle and its equipment. The agreement was set to begin in the 2023-2024 school year. The cost-sharing arrangement for the police utility vehicle and equipment was structured as a three-year repayment plan. However, since the original agreement was scheduled to expire after the 2024-2025 school year, this left the repayment plan one year short.

Additionally, Appendix A of the original agreement listed the 2022-2023 school year as the program's initiation year, despite the program actually commencing in 2023-2024. This further contributed to the misalignment in the repayment schedule.

To rectify this discrepancy, an amended agreement must be adopted to ensure proper alignment with the intended three-year repayment plan.

ATTACHMENTS (PLEASE LIST)

Original agreement, Corrected and Amendment of original agreement document.

ACTION REQUESTED

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

Staff: Jeff White, Chief of Police Date: 3/26/2025



**VILLAGE OF
WINNEBAGO**

RESOLUTION EXECUTIVE SUMMARY

Prepared by: Police Sergeant

Committee: Police Committee

Committee Date: March 29, 2023

Resolution Title: Resolution Authorizing the Village President to Sign the Memorandum of Understanding (MOU) with the Winnebago School District 323. Re: School Resource Officer (SRO)

Village Code: Village of Winnebago Ordinances and Resolutions

Budget Information:

Was Item Budgeted?	Appropriation Amount:
If not, explain funding source: School District Reimbursement Cost	
ORG/OBJ/Project Code:	Budget Impact:

Background Information:

The Village of Winnebago and the Winnebago School District have agreed upon creating the position of a School Resource Officer (SRO). An agreement between both the Village of Winnebago and the School District will be maintained and is in the form of a Memorandum of Understanding (MOU). The School District has amended and added language to this MOU which was drafted by Village President Frank Eubank.

Recommendation:

To authorize the Village of Winnebago President to sign the Memorandum of Understanding (MOU) between the Village of Winnebago and Winnebago Community Unit School District 323.

Contract/Invoice:

See attached proposed resolution with Memorandum of Understanding (MOU).



RESOLUTION NO. 2023- 13R

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN
THE MEMORANDUM OF UNDERSTANDING (MOU) WITH
WINNEBAGO SCHOOL DISTRICT 323. RE: SCHOOL RESOURCE
OFFICER (SRO)**

WHEREAS, The Village of Winnebago operates a police department for the safety of the community; and

WHEREAS, Winnebago Community Unit School District 323 is a unit of local government pursuant to Article VII, Section 8 of the Illinois Constitution of 1970; and

WHEREAS, the Village of Winnebago and the School District have the power and authority pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into and execute agreements with other units of government; and

WHEREAS, the Parties jointly seek to establish and delineate a School Resource Officer Program in order to foster an efficient and cohesive program with the goals of (a) building positive relationships between the police department and the youth in the community served by the Parties; (b) reducing crime committed by juveniles and young adults within the community served by the Parties; and (c) reducing juvenile and young adult violence and crime committed in and about the School District's facilities; and

WHEREAS, the Village of Winnebago and the School District seek to memorialize their agreement to formalize their relationship regarding the School Resource Officer Program in a Memorandum of Understanding in substantially the form appended hereto and made a part hereof.

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

SECTION I

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

SECTION II

The Village President of the Village of Winnebago, Illinois, shall be and hereby is authorized to execute on behalf of the Village of Winnebago, Illinois and deliver to the Village Clerk, for attestation the School Resource Officer Program Memorandum of Understanding in substantially the form of the exhibit appended hereto and made a part hereof.

SECTION III

This resolution shall be effective immediately up its passage, approval and publication in pamphlet form, as provided by law.

APPROVED:

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

ATTEST:

Sally Jo Huggins,
Village Clerk

PASSED:

4-10-2023

APPROVED:

4-10-2023

PUBLISHED IN PAMPHLET FORM:

**Memorandum of Understanding Between
The Village of Winnebago and
The Board of Education of Winnebago Community Unit School District No. 323
For The School Resource Officer Program**

This Memorandum of Understanding ("MOU") (hereinafter "MOU" or "Agreement") is entered into this 13TH day of FEBRUARY, 2023 by and between the Village of Winnebago, Winnebago County, Illinois ("Village"), an Illinois Municipal Corporation, and the Board of Education of Winnebago Community Unit School District No. 323, Winnebago County, Illinois ("School District" or "District"), an Illinois Public School District (collectively the "Parties"). The Village and the School District recognize the benefits of the School Resource Officer Program to the citizens of the Village of Winnebago and particularly to the students of the School District located within the jurisdiction of the Village. The goal of this understanding is to provide policing and community-oriented services to the School District.

WITNESSETH:

1. WHEREAS, Article VII, Section 10, of the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements; and
2. WHEREAS, the Intergovernmental Cooperation Act provides that public agencies may share powers through intergovernmental agreements, (Chapter 5 of the Illinois Compiled Statutes, Act 220, Section 1 et seq. (1996)); and
3. WHEREAS, the Village is a unit of local government, (Illinois Constitution, Article VII, Section 1) (1970), and a public agency, (5 ILCS 220/2) and the District is a public school district, (Illinois Constitution, Article VII; Section 8) (1970), and a public agency, (5 ILCS 220/2); and
4. **WHEREAS** society expects schools to meet the needs of youth that range far beyond their education, so that community resources, such as law enforcement, must reach into the schools to provide expertise in dealing with youth involvement in crime, alcohol, and other drugs; and
5. **WHEREAS** the school setting provides the police department with an educational environment to offer preventive programs in deterring youth from involvement in crime, alcohol, and other drugs; and
6. **WHEREAS** through a School Resource Officer Program, community resources can be coordinated and focused within an ideal setting for education; and

7. **WHEREAS** the primary goal of a School Resource Officer is the prevention of crime and the reduction of delinquency; and
8. **WHEREAS** a School Resource Officer is primarily a law enforcement officer with full arrest powers; and
9. **WHEREAS** it is necessary and desirable to continue and to define a School Resource Officer Program for Winnebago Community Unit School District No. 323; and
10. **WHEREAS** a properly organized and conducted School Resource Officer Program will result in decreases in school incidents involving violations of the law.
11. **WHEREAS** the School District does not have a police force; and
12. **WHEREAS** the School District desires to have a School Resource Officer ("SRO") available at its schools during the school year; and
13. **WHEREAS** the Village and the School District agree and understand that the SRO is an employee of the Village of Winnebago; and
14. **WHEREAS** both the Village and the School District desire to enter into this agreement for the hiring and posting of a School Resource Officer.

NOW, THEREFORE, in consideration of the terms herein set forth and the mutual covenants, agreements, and obligations of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals:** The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.
2. **Parties:** This Agreement is entered into by and between the School District and the Village.
3. **Purpose:** The purpose of the School Resource Officer Program (hereinafter referred to as "Program") is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff, and law enforcement officers. The purpose of this agreement, in addition to establishing the Program is to define the duties and responsibilities of the Village and School District in the operation of a Program at the School District.

4. **Term:** The term of this agreement shall be for the 2023-24 school year and continuing through the end of the 2024-2025 school year.
5. **Personnel:** The Chief of Police and the Village shall assign one sworn police officer to the School District (the "SRO"). Nothing in this agreement shall be construed to alter the authority of the Police Chief to select, assign, and supervise police officers and the duties of an SRO in the Program. The Police Chief will consult with the Superintendent or designee in selection of the SRO. The police officer selected by the Village for the SRO position shall have a demonstrated interest and potential for working with and counseling students. The Village shall be responsible for selecting and assigning an officer to the SRO position, however, the School District may, at its sole discretion, refuse or reject the assigned SRO or demand the assignment of a new SRO at any time, by providing written notice to the Village. The Village will address any concerns or complaints regarding the SRO's performance and conduct in collaboration with the School District in accordance with Village protocols.

SROs shall be employees of the Village and shall receive compensation and benefits from the Village in accordance with any, applicable bargaining agreement covering the SRO and any applicable Village rules, regulations, policies and standards, as the same may be amended from time to time. SROs shall at all times remain under the supervision, direction and control of the Village, specifically the Chief of Police or his designee, in accordance with applicable ordinances, statutes, rules and regulations. SROs are subject to discipline only by the Village; in accordance with any applicable bargaining agreement and any applicable Village rules, regulations, policies and standards, as the same may be amended from time to time. The Village will ensure that the SRO maintains minimum in-service training and certification requirements as would normally apply to all other certified officers of the Winnebago Police Department.

6. **Chain of Command:** Any police officer assigned to the School Resource Officer Program will report to the Police Chief or his/her designee
7. **Works Days:** The SRO shall be available for a minimum of 180 days of duty in the schools of the District for the school year as outlined in the annual school calendar.
8. **SRO Hours :**
 - a. The School Resource Officer (SRO) position is an hourly position. The workday will consist of 8 hours to include a one-half hour lunch period. School Resource Officer(s) shall work a minimum of 40 hours per week, reporting to dispatch and

the School District at 8:00 AM. and ending at 4:00 P.M., Monday through Friday during the school year. The police officer, if required to work a special event, will work the event as well as the regular school day. It is understood that the typical schedule and pay period for a police officer in the Village is 84 hours every two weeks. The District will be utilizing overtime hours in any two week pay period that the SRO works in excess of 84 hours.

- b. At a minimum, the School Resource Officer will work all home high school football games, all boys' high school basketball games, Prom, and the Homecoming Dance. Some of this time may be considered overtime hours when the SRO works in excess of 84 hours in a 2 week pay period.
- c. The School Resource Officer may work at other events as requested by school administration in the District and, if these events are outside of the regular workday as mentioned in paragraphs 8a and 8b of this agreement, the SRO will be compensated 100% by the School District and this will likely be at an overtime rate.
- d. The SRO will report to the police station or as directed by the Chief of Police or his/her designee at scheduled times during summer break.

9. Time Keeping: SROs shall advise dispatch of when the SRO starts the day and when the SRO ends the day. Currently, these times will be logged through the Computer Aided Dispatch (CAD) system, which are available to the Chief of Police at all times. If this CAD system is no longer in existence or able to be utilized, the Chief of Police shall institute a time keeping system that is sufficient to provide accurate time of when the SRO starts the day and ends the day and these records shall be available to the School District upon request by the School District Superintendent or his/her designee.

10. Holidays: The SRO must account for the 84 hours each pay period. The Winnebago School District has several holidays and other non-school days in excess of those granted to Village Employees by the Village Board. The SRO is expected to work those days, unless with the written authorization of their supervisor, the SRO takes vacation, personal leave, or sick leave. When working those days school is not in session, SROs may report to the school (with the permission of the building principal) to perform administrative duties, attend training, or see their supervisor for an assignment.

11. SRO Schedules: The SRO assigned shall prepare a monthly schedule at least 10 days prior to the first of the month indicating days required to work, hours, extra-curricular duties, institute days, assignments that require time beyond their normal shift, holidays, vacation, or personal days. These schedules shall be provided to the school principal(s). A copy of these schedules will receive prior approval from the SRO's supervisor or in the event of any emergency shall advise their supervisor as soon as possible.

- 12. Absences:** The SRO shall notify the School District Superintendent and the Winnebago Police Department as to any days in which they are not available by reason of illness or for any other reason. The Winnebago Police Department will use its best efforts to fill any absences with available staff when the School District requests an officer to replace the SRO and with adequate notice.
- 13. Uniform and Equipment:** The School Resource Officer will wear business casual attire (example - polo shirt with dress pants) while working in the schools. When attending extracurricular activities, athletic events, and dances, the officer shall wear his/her police uniform unless specifically requested to be in plain clothes. In either case, the SRO shall carry the required minimum equipment as specified in the Policy and Procedure manual. SROs not in uniform shall keep their firearm concealed at all times and have the official Police 1.0. visible on their person. When not in uniform, the SRO shall have the SRO's assigned ballistic vest readily available. SROs shall checkout and utilize their assigned squad car for the workday.
- 14. Responsibilities of the School District:** The District shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO program:
- a. A private office or area at each school within the District, furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records, if necessary.
 - b. The District shall provide the books, handout material, or other materials necessary to support the SRO's teaching curriculum.
 - c. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that the SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is a reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunchroom duties, hall monitoring, or other monitoring duties.
- 15. Supervision:** As specialists assigned to outside schools, SROs have a unique situation in that they report to school administrators for day-to-day assignments. However, SROs shall report to the Police Chief or his/her designee as their immediate supervisor. School

officials with problems or concerns with the SRO shall address these concerns with the Police Chief.

16. **Discipline:** As a sworn member of the Winnebago Police Department, SROs are subject to the Rules and Regulations of the police department, and the sole responsibility for discipline lies with the Chief of Police. External complaints against SROs shall be handled in accordance with the established Village procedure.

17. **Officer Evaluation:** School officials shall meet with the Winnebago Police Chief and SRO at least annually to review the SRO's performance. In addition, any new expectations for the SRO will be shared with the SRO as a result of this meeting. The review with expectations shall be summarized and documented. The SRO shall be provided with the document for reference in reaching future performance objectives. If objectives are not being met, an officer may be removed if requested by the Winnebago School District. The officer may be removed at any time by mutual agreement of both parties.

18. **Certificate/Waiver:** Should the parties have a SRO in effect in 2023, to comply with 105 ILCS 5/10-20.68 of the Illinois School Code beginning in January 1, 2021, the Village shall provide to the District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indication that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training that satisfies this requirement.

19. **Conformance with Policy and Procedure:** While recognized as a specialty assignment, the SRO is a sworn police officer with all the rights and responsibilities of that office. SROs are required to conform to all sections of the Winnebago Policy and Procedure Manual. Specifically, officers will obey the policies regarding report completion, evidence handling, and juvenile procedures.

20. **Incidents:** Incidents that occur on school premises or off school grounds that are directly related to the school and require police intervention shall be investigated by the SRO assigned. Incidents that originate on school property after the school day, a patrol officer will take the initial report and a supervisor will refer the incident to the assigned SRO for follow-up investigation. For serious incidents reported after school, an immediate investigation will be initiated and followed up by a patrol officer. A supervisor may require the assigned SRO to return to work to assist/take over the investigation.

Assistance may also be requested from the Sheriff's Detectives or State Police Investigation Unit.

The SRO shall prepare normal police investigation and incident reports and complete all investigations in accordance with law enforcement standards. Investigations and interviews will be in accordance with Winnebago Police Department Policy, legal requirements, and District policy.

All incidents that require police action and involve students will be shared with the appropriate school staff/faculty per the Reciprocal Reporting Agreement whether the incident took place at school or not.

The Reciprocal Reporting Agreement directs the Principal to report when a student may have committed a criminal offense on school grounds, off school grounds, at school-sponsored activities or against school personnel. A criminal offense could be as simple as Disorderly Conduct that would be committed if a Student did something that alarmed and disturbed another. The SRO will investigate all cases involving students as victims or suspects in criminal activity except in cases normally handled by a school administrator. School discipline stays as school discipline unless outside history or prior in-school discipline shows a need for police involvement to assist the school or student.

21. **Search and Seizure:** The designated SRO is a person with legitimate educational interest in safety, order and discipline. If the SRO has a reasonable suspicion of school or legal violation, he may act with the principal's authority. The authority is designated to other officers when the SRO cannot be present.
22. **Guidance Counseling:** The SRO will serve as an advisor for students with problems in which violations of the law are involved. The SRO shall not engage in guidance counseling activities and shall refer any students who may require guidance counseling to the school administration.
23. **Communication:** The SRO shall serve as a liaison between the school and the local law enforcement agency to promote effective communication. The SRO will work in conjunction with school personnel to make referrals to appropriate community agencies . The SRO will serve as a consultant to the school in matters of law enforcement and juvenile procedures.
24. **Presentations:** The SRO will be available for talks on law enforcement and safety matters.

- 25. School Discipline Rules:** The SRO will refer school disciplinary infractions by students to the designated disciplinarian at the school when necessary. The parties acknowledge and agree that the District maintains responsibility and authority to have control and supervision over its schools and maintain discipline in its schools and on school property or property leased for school purposes. The District's authority extends to all activities connected with the school program, including all extracurricular activities. Notwithstanding the foregoing, to the extent any action or inaction by a student is a possible violation of federal, state or local laws and/or ordinances, the Village shall have the authority to investigate the matter and if warranted, pursue charges and/or issue citations.
- 26. Child Abuse or Neglect:** The SRO shall act as required by law including reporting and investigating any information regarding abused or neglected children which comes to the attention of the SRO in the course of the SRO's duties as the SRO. This responsibility does not negate the need for school personnel to report to DCFS or any other reporting agency as that specific employee may be required to do by policy or law as a mandatory reporting employee.
- 27. School Records and Non-Disclosure:** The Village and the District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et seq.) ("FERPA") and the Illinois School Students Records Act (105 ILCS 10 et seq.) ("ISSRA") imposes substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the District. This Agreement shall be construed only so as to permit lawful disclosure by the District of student record information to the police officers assigned to the District by the Village. The SRO(s) shall abide by all applicable laws, regulations, and rules concerning restrictions on disclosures and re-disclosure of student record information pursuant to ISSRA and FERPA, and the District shall not violate nor direct the SRO to violate ISSRA, FERPA, or District rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies, and procedures of the District regarding disclosure of school record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 5/10-20.14 of the School Code (105 ILCS 5/10-20.14) and the Reciprocal Reporting Agreement between the District and the Village.
- 28. Activity Reports:** The SRO shall record activities on forms and/or devices provided by the Village of Winnebago Police Department. Police reports necessary for filing insurance claims must be completed as soon as possible.

- 29. Traffic Control Duties:** The SRO will be responsible for directing traffic for students exiting at the end of the school day at Winnebago High School/Winnebago Middle School. If the SRO is unavailable or unable to perform this task, the SRO will be responsible for notifying the appropriate Winnebago High School or Middle School personnel and the on-duty Winnebago Police Supervisor for that shift, so that a patrol officer may be assigned to this detail.
- 30. Coordinating Committee:** The Village and School District shall establish a Coordinating Committee to meet and discuss any problems and to coordinate and revise the SRO Program. The committee shall include Chief of Police or designee, Superintendent of the School District or designee, and such other personnel as the parties may agree should be involved in these meetings.
- 31. Cost Reimbursement:** The School District shall reimburse the Village within thirty days of billing for all costs expended by the Village with reference to the SRO including wages and fringe benefits.
- 32. Compensation:** The compensation to the SRO, including wages and fringe benefits, shall be paid by the Village of Winnebago and reimbursed to the Village by the School District, as detailed in Appendix A which is made a part of this agreement.
- 33. Liability:** Each party shall be liable for the acts of its own officers and employees. Each party does hereby agree to and does hereby indemnify and hold harmless the other party from any acts or omissions of its officers or employees which may give rise to any liability or claims of liability, damages, actions, or judgements with respect to the operation of the School Resource Program. Each party shall maintain policies of general liability insurance to cover its obligations in this regard.
- 34. Amendments:** This agreement may be modified by the mutual agreement of the parties in writing.
- 35. Termination:** Either party may terminate this Agreement at any time with sixty (60) days written notice.

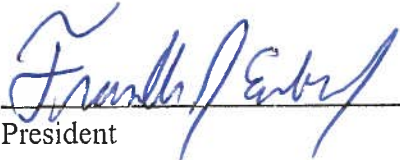
IN WITNESS WHEREOF, the undersigned Parties hereby place their hand and seal on the dates hereinafter set forth.

Board of Education of Winnebago

Village of Winnebago Board

Community Unit School District No. 323

By: 
President NICHOLE SMITH

By: 
President

Attest: 
Secretary HEATHER DUNAWAY

Attest: 
Secretary

Date: 02/13/2023

Date: 4-10-2023

APPENDIX A

Pursuant to Paragraph 32 entitled *Compensation* of the MOU, the parties agree to the following compensation terms:

1. Other than as specified in paragraph 3 below, the amount payable by the District for the SRO for the 2022-2023 school year will not exceed \$95,000. This includes up to 30 hours of overtime pay for SRO.
2. The parties agree that for the 2023-2024 school year, this MOU shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Village of Winnebago in its

performance under this MOU by reason of adjustments made to salaries, fringe benefits, and squad car maintenance/fuel costs. In no event will the District's costs exceed five (5) per cent from the prior year.

3. If the SRO is requested to work events by school administration or the District, as stated in Paragraphs 8b and 8c that cause total overtime hours for the SRO to exceed 30 hours for the school year, then there is no cap on overtime as the District is solely responsible for paying for this additional time at a rate of \$49.50 per hour. In the event overtime is necessary with said continued coverage for the 2023-2024 school year, said overtime amount shall be the set 30 hours of overtime for the year with additional overtime hours at a minimum amount of \$49.50 per hour, but may be negotiated between the District and the Village as the base hourly rate may have changed from year to year.
4. Costs for such services shall be billed at least quarterly and payment shall be made within 30 days of the date of invoice.

RESOLUTION NO. 2025- ____R

**A RESOLUTION TO APPROVE A CORRECTED AND AMENDED
SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Village of Winnebago operates a police department to ensure the safety and security of the community; and

WHEREAS, the Village entered into a Memorandum of Understanding (MOU) with the Winnebago Community School District #323 in the spring of 2023 to provide for a school resource officer for the school district; and

WHEREAS, the MOU between the Village and the School District was finalized on April 10, 2023, to provide for the school resource officer for the 2023-2024 and 2024-2025 school years; and

WHEREAS, Appendix A of the MOU incorrectly states the agreement commenced with the 2022-2023 school year instead of aligning with the intended timeframe; and

WHEREAS, to correct the discrepancy, and amendment to the MOU is necessary to ensure the terms and pay schedule accurately reflect the intended agreement duration; and

WHEREAS, the Chief of Police recommends that the Village President and Board of Trustees approve the correction/amendment to the MOU between the Winnebago Community School District and the Village of Winnebago.

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

SECTION I

The recitals set forth above are incorporated herein and made a part of this Resolution.

SECTION II

The Village President is hereby authorized to sign the amendment to the MOU to allow for the continuance of the SRO program through the 2025-2026 school year, correcting the discrepancies in Appendix A.

SECTION III

This Resolution shall be effective immediately upon 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 _____

**Memorandum of Understanding Between
The Village of Winnebago and
The Board of Education of Winnebago Community Unit School District No. 323
For The School Resource Officer Program**

This Memorandum of Understanding ("MOU") (hereinafter "MOU" or "Agreement") is entered into this 13TH day of FEBRUARY, 2023 by and between the Village of Winnebago, Winnebago County, Illinois ("Village"), an Illinois Municipal Corporation, and the Board of Education of Winnebago Community Unit School District No. 323, Winnebago County, Illinois ("School District" or "District"), an Illinois Public School District (collectively the "Parties"). The Village and the School District recognize the benefits of the School Resource Officer Program to the citizens of the Village of Winnebago and particularly to the students of the School District located within the jurisdiction of the Village. The goal of this understanding is to provide policing and community-oriented services to the School District.

WITNESSETH:

1. WHEREAS, Article VII, Section 10, of the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements; and
2. WHEREAS, the Intergovernmental Cooperation Act provides that public agencies may share powers through intergovernmental agreements, (Chapter 5 of the Illinois Compiled Statutes, Act 220, Section 1 et seq. (1996)); and
3. WHEREAS, the Village is a unit of local government, (Illinois Constitution, Article VII, Section 1) (1970), and a public agency, (5 ILCS 220/2) and the District is a public school district, (Illinois Constitution, Article VII; Section 8) (1970), and a public agency, (5 ILCS 220/2); and
4. WHEREAS society expects schools to meet the needs of youth that range far beyond their education, so that community resources, such as law enforcement, must reach into the schools to provide expertise in dealing with youth involvement in crime, alcohol, and other drugs; and
5. WHEREAS the school setting provides the police department with an educational environment to offer preventive programs in deterring youth from involvement in crime, alcohol, and other drugs; and
6. WHEREAS through a School Resource Officer Program, community resources can be coordinated and focused within an ideal setting for education; and

7. **WHEREAS** the primary goal of a School Resource Officer is the prevention of crime and the reduction of delinquency; and
8. **WHEREAS** a School Resource Officer is primarily a law enforcement officer with full arrest powers; and
9. **WHEREAS** it is necessary and desirable to continue and to define a School Resource Officer Program for Winnebago Community Unit School District No. 323; and
10. **WHEREAS** a properly organized and conducted School Resource Officer Program will result in decreases in school incidents involving violations of the law.
11. **WHEREAS** the School District does not have a police force; and
12. **WHEREAS** the School District desires to have a School Resource Officer ("SRO") available at its schools during the school year; and
13. **WHEREAS** the Village and the School District agree and understand that the SRO is an employee of the Village of Winnebago; and
14. **WHEREAS** both the Village and the School District desire to enter into this agreement for the hiring and posting of a School Resource Officer.

NOW, THEREFORE, in consideration of the terms herein set forth and the mutual covenants, agreements, and obligations of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals:** The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.
2. **Parties:** This Agreement is entered into by and between the School District and the Village.
3. **Purpose:** The purpose of the School Resource Officer Program (hereinafter referred to as "Program") is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff, and law enforcement officers. The purpose of this agreement, in addition to establishing the Program is to define the duties and responsibilities of the Village and School District in the operation of a Program at the School District.

4. **Term:** The term of this agreement shall be for the 2023-24 school year and continuing through the end of the 2024-2025 school year.
5. **Personnel:** The Chief of Police and the Village shall assign one sworn police officer to the School District (the "SRO"). Nothing in this agreement shall be construed to alter the authority of the Police Chief to select, assign, and supervise police officers and the duties of an SRO in the Program. The Police Chief will consult with the Superintendent or designee in selection of the SRO. The police officer selected by the Village for the SRO position shall have a demonstrated interest and potential for working with and counseling students. The Village shall be responsible for selecting and assigning an officer to the SRO position, however, the School District may, at its sole discretion, refuse or reject the assigned SRO or demand the assignment of a new SRO at any time, by providing written notice to the Village. The Village will address any concerns or complaints regarding the SRO's performance and conduct in collaboration with the School District in accordance with Village protocols.

SROs shall be employees of the Village and shall receive compensation and benefits from the Village in accordance with any, applicable bargaining agreement covering the SRO and any applicable Village rules, regulations, policies and standards, as the same may be amended from time to time. SROs shall at all times remain under the supervision, direction and control of the Village, specifically the Chief of Police or his designee, in accordance with applicable ordinances, statutes, rules and regulations. SROs are subject to discipline only by the Village; in accordance with any applicable bargaining agreement and any applicable Village rules, regulations, policies and standards, as the same may be amended from time to time. The Village will ensure that the SRO maintains minimum in-service training and certification requirements as would normally apply to all other certified officers of the Winnebago Police Department.

6. **Chain of Command:** Any police officer assigned to the School Resource Officer Program will report to the Police Chief or his/her designee
7. **Works Days:** The SRO shall be available for a minimum of 180 days of duty in the schools of the District for the school year as outlined in the annual school calendar.
8. **SRO Hours :**
 - a. The School Resource Officer (SRO) position is an hourly position. The workday will consist of 8 hours to include a one-half hour lunch period. School Resource Officer(s) shall work a minimum of 40 hours per week, reporting to dispatch and

the School District at 8:00 AM. and ending at 4:00 P.M., Monday through Friday during the school year. The police officer, if required to work a special event, will work the event as well as the regular school day. It is understood that the typical schedule and pay period for a police officer in the Village is 84 hours every two weeks. The District will be utilizing overtime hours in any two week pay period that the SRO works in excess of 84 hours.

- b. At a minimum, the School Resource Officer will work all home high school football games, all boys' high school basketball games, Prom, and the Homecoming Dance. Some of this time may be considered overtime hours when the SRO works in excess of 84 hours in a 2 week pay period.
- c. The School Resource Officer may work at other events as requested by school administration in the District and, if these events are outside of the regular workday as mentioned in paragraphs 8a and 8b of this agreement, the SRO will be compensated 100% by the School District and this will likely be at an overtime rate.
- d. The SRO will report to the police station or as directed by the Chief of Police or his/her designee at scheduled times during summer break.

9. **Time Keeping:** SROs shall advise dispatch of when the SRO starts the day and when the SRO ends the day. Currently, these times will be logged through the Computer Aided Dispatch (CAD) system, which are available to the Chief of Police at all times. If this CAD system is no longer in existence or able to be utilized, the Chief of Police shall institute a time keeping system that is sufficient to provide accurate time of when the SRO starts the day and ends the day and these records shall be available to the School District upon request by the School District Superintendent or his/her designee.

10. **Holidays:** The SRO must account for the 84 hours each pay period. The Winnebago School District has several holidays and other non-school days in excess of those granted to Village Employees by the Village Board. The SRO is expected to work those days, unless with the written authorization of their supervisor, the SRO takes vacation, personal leave, or sick leave. When working those days school is not in session, SROs may report to the school (with the permission of the building principal) to perform administrative duties, attend training, or see their supervisor for an assignment.

11. **SRO Schedules:** The SRO assigned shall prepare a monthly schedule at least 10 days prior to the first of the month indicating days required to work, hours, extra-curricular duties, institute days, assignments that require time beyond their normal shift, holidays, vacation, or personal days. These schedules shall be provided to the school principal(s). A copy of these schedules will receive prior approval from the SRO's supervisor or in the event of any emergency shall advise their supervisor as soon as possible.

- 12. Absences:** The SRO shall notify the School District Superintendent and the Winnebago Police Department as to any days in which they are not available by reason of illness or for any other reason. The Winnebago Police Department will use its best efforts to fill any absences with available staff when the School District requests an officer to replace the SRO and with adequate notice.
- 13. Uniform and Equipment:** The School Resource Officer will wear business casual attire (example - polo shirt with dress pants) while working in the schools. When attending extracurricular activities, athletic events, and dances, the officer shall wear his/her police uniform unless specifically requested to be in plain clothes. In either case, the SRO shall carry the required minimum equipment as specified in the Policy and Procedure manual. SROs not in uniform shall keep their firearm concealed at all times and have the official Police I.O. visible on their person. When not in uniform, the SRO shall have the SRO's assigned ballistic vest readily available. SROs shall checkout and utilize their assigned squad car for the workday.
- 14. Responsibilities of the School District:** The District shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO program:
- a. A private office or area at each school within the District, furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records, if necessary.
 - b. The District shall provide the books, handout material, or other materials necessary to support the SRO's teaching curriculum.
 - c. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that the SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is a reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunchroom duties, hall monitoring, or other monitoring duties.
- 15. Supervision:** As specialists assigned to outside schools, SROs have a unique situation in that they report to school administrators for day-to-day assignments. However, SROs shall report to the Police Chief or his/her designee as their immediate supervisor. School

officials with problems or concerns with the SRO shall address these concerns with the Police Chief.

- 16. Discipline:** As a sworn member of the Winnebago Police Department, SROs are subject to the Rules and Regulations of the police department, and the sole responsibility for discipline lies with the Chief of Police. External complaints against SROs shall be handled in accordance with the established Village procedure.
- 17. Officer Evaluation:** School officials shall meet with the Winnebago Police Chief and SRO at least annually to review the SRO's performance. In addition, any new expectations for the SRO will be shared with the SRO as a result of this meeting. The review with expectations shall be summarized and documented. The SRO shall be provided with the document for reference in reaching future performance objectives. If objectives are not being met, an officer may be removed if requested by the Winnebago School District. The officer may be removed at any time by mutual agreement of both parties.
- 18. Certificate/Waiver:** Should the parties have a SRO in effect in 2023, to comply with 105 ILCS 5/10-20.68 of the Illinois School Code beginning in January 1, 2021, the Village shall provide to the District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indication that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training that satisfies this requirement.
- 19. Conformance with Policy and Procedure:** While recognized as a specialty assignment, the SRO is a sworn police officer with all the rights and responsibilities of that office. SROs are required to conform to all sections of the Winnebago Policy and Procedure Manual. Specifically, officers will obey the policies regarding report completion, evidence handling, and juvenile procedures.
- 20. Incidents:** Incidents that occur on school premises or off school grounds that are directly related to the school and require police intervention shall be investigated by the SRO assigned. Incidents that originate on school property after the school day, a patrol officer will take the initial report and a supervisor will refer the incident to the assigned SRO for follow-up investigation. For serious incidents reported after school, an immediate investigation will be initiated and followed up by a patrol officer. A supervisor may require the assigned SRO to return to work to assist/take over the investigation.

Assistance may also be requested from the Sheriff's Detectives or State Police Investigation Unit.

The SRO shall prepare normal police investigation and incident reports and complete all investigations in accordance with law enforcement standards. Investigations and interviews will be in accordance with Winnebago Police Department Policy, legal requirements, and District policy.

All incidents that require police action and involve students will be shared with the appropriate school staff/faculty per the Reciprocal Reporting Agreement whether the incident took place at school or not.

The Reciprocal Reporting Agreement directs the Principal to report when a student may have committed a criminal offense on school grounds, off school grounds, at school-sponsored activities or against school personnel. A criminal offense could be as simple as Disorderly Conduct that would be committed if a Student did something that alarmed and disturbed another. The SRO will investigate all cases involving students as victims or suspects in criminal activity except in cases normally handled by a school administrator. School discipline stays as school discipline unless outside history or prior in-school discipline shows a need for police involvement to assist the school or student.

21. **Search and Seizure:** The designated SRO is a person with legitimate educational interest in safety, order and discipline. If the SRO has a reasonable suspicion of school or legal violation, he may act with the principal's authority. The authority is designated to other officers when the SRO cannot be present.
22. **Guidance Counseling:** The SRO will serve as an advisor for students with problems in which violations of the law are involved. The SRO shall not engage in guidance counseling activities and shall refer any students who may require guidance counseling to the school administration.
23. **Communication:** The SRO shall serve as a liaison between the school and the local law enforcement agency to promote effective communication. The SRO will work in conjunction with school personnel to make referrals to appropriate community agencies. The SRO will serve as a consultant to the school in matters of law enforcement and juvenile procedures.
24. **Presentations:** The SRO will be available for talks on law enforcement and safety matters.

25. School Discipline Rules: The SRO will refer school disciplinary infractions by students to the designated disciplinarian at the school when necessary. The parties acknowledge and agree that the District maintains responsibility and authority to have control and supervision over its schools and maintain discipline in its schools and on school property or property leased for school purposes. The District's authority extends to all activities connected with the school program, including all extracurricular activities. Notwithstanding the foregoing, to the extent any action or inaction by a student is a possible violation of federal, state or local laws and/or ordinances, the Village shall have the authority to investigate the matter and if warranted, pursue charges and/or issue citations.

26. Child Abuse or Neglect: The SRO shall act as required by law including reporting and investigating any information regarding abused or neglected children which comes to the attention of the SRO in the course of the SRO's duties as the SRO. This responsibility does not negate the need for school personnel to report to DCFS or any other reporting agency as that specific employee may be required to do by policy or law as a mandatory reporting employee.

27. School Records and Non-Disclosure: The Village and the District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et seq.) ("FERPA") and the Illinois School Students Records Act (105 ILCS 10 et seq.) ("ISSRA") imposes substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the District. This Agreement shall be construed only so as to permit lawful disclosure by the District of student record information to the police officers assigned to the District by the Village. The SRO(s) shall abide by all applicable laws, regulations, and rules concerning restrictions on disclosures and re-disclosure of student record information pursuant to ISSRA and FERPA, and the District shall not violate nor direct the SRO to violate ISSRA, FERPA, or District rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies, and procedures of the District regarding disclosure of school record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 5/10-20.14 of the School Code (105 ILCS 5/10-20.14) and the Reciprocal Reporting Agreement between the District and the Village.

28. Activity Reports: The SRO shall record activities on forms and/or devices provided by the Village of Winnebago Police Department. Police reports necessary for filing insurance claims must be completed as soon as possible.

- 29. Traffic Control Duties:** The SRO will be responsible for directing traffic for students exiting at the end of the school day at Winnebago High School/Winnebago Middle School. If the SRO is unavailable or unable to perform this task, the SRO will be responsible for notifying the appropriate Winnebago High School or Middle School personnel and the on-duty Winnebago Police Supervisor for that shift, so that a patrol officer may be assigned to this detail.
- 30. Coordinating Committee:** The Village and School District shall establish a Coordinating Committee to meet and discuss any problems and to coordinate and revise the SRO Program. The committee shall include Chief of Police or designee, Superintendent of the School District or designee, and such other personnel as the parties may agree should be involved in these meetings.
- 31. Cost Reimbursement:** The School District shall reimburse the Village within thirty days of billing for all costs expended by the Village with reference to the SRO including wages and fringe benefits.
- 32. Compensation:** The compensation to the SRO, including wages and fringe benefits, shall be paid by the Village of Winnebago and reimbursed to the Village by the School District, as detailed in Appendix A which is made a part of this agreement.
- 33. Liability:** Each party shall be liable for the acts of its own officers and employees. Each party does hereby agree to and does hereby indemnify and hold harmless the other party from any acts or omissions of its officers or employees which may give rise to any liability or claims of liability, damages, actions, or judgements with respect to the operation of the School Resource Program. Each party shall maintain policies of general liability insurance to cover its obligations in this regard.
- 34. Amendments:** This agreement may be modified by the mutual agreement of the parties in writing.
- 35. Termination:** Either party may terminate this Agreement at any time with sixty (60) days written notice.

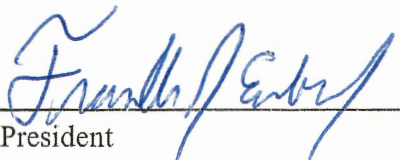
IN WITNESS WHEREOF, the undersigned Parties hereby place their hand and seal on the dates hereinafter set forth.

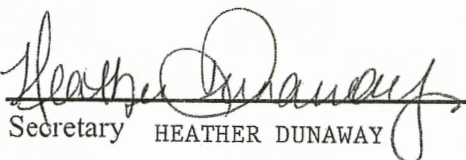
Board of Education of Winnebago

Village of Winnebago Board

Community Unit School District No. 323

By: 
President NICHOLE SMITH

By: 
President

Attest: 
Secretary HEATHER DUNAWAY

Attest: 
Secretary

Date: 02/13/2023

Date: 4-10-2023

APPENDIX A

Pursuant to Paragraph 32 entitled *Compensation* of the MOU, the parties agree to the following compensation terms:

1. Other than as specified in paragraph 3 below, the amount payable by the District for the SRO for the 2022-2023 school year will not exceed \$95,000. This includes up to 30 hours of overtime pay for SRO.
2. The parties agree that for the 2023-2024 school year, this MOU shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Village of Winnebago in its

performance under this MOU by reason of adjustments made to salaries, fringe benefits, and squad car maintenance/fuel costs. In no event will the District's costs exceed five (5) per cent from the prior year.

3. If the SRO is requested to work events by school administration or the District, as stated in Paragraphs 8b and 8c that cause total overtime hours for the SRO to exceed 30 hours for the school year, then there is no cap on overtime as the District is solely responsible for paying for this additional time at a rate of \$49.50 per hour. In the event overtime is necessary with said continued coverage for the 2023-2024 school year, said overtime amount shall be the set 30 hours of overtime for the year with additional overtime hours at a minimum amount of \$49.50 per hour, but may be negotiated between the District and the Village as the base hourly rate may have changed from year to year.
4. Costs for such services shall be billed at least quarterly and payment shall be made within 30 days of the date of invoice.



Agenda Item Executive Summary

Item Name Right of Way Ordinance Update Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Ordinance 2024-23, adopted in November 2024, established comprehensive regulations for the construction of utility and other facilities within the Village's rights-of-way. Since its implementation, staff have monitored its application and identified opportunities to enhance compliance and accountability.

One key update under consideration is the addition of a provision that prohibits new permits for phased construction work until all required restoration from the prior phase has been satisfactorily completed. This measure aims to ensure orderly progress, preserve the integrity of Village infrastructure, and minimize the ongoing impact on residents and businesses—particularly where private property is adjacent to or affected by construction within the right-of-way.

Staff are continuing to evaluate the ordinance and will present additional recommended revisions to the Committee of the Whole. These changes are intended to clarify requirements, streamline processes, and improve restoration outcomes following right-of-way construction.

ATTACHMENTS (PLEASE LIST)

Ordinance 2024-23 (Draft Ordinance with updates will be provided at a later date)

ACTION REQUESTED

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

MOTION:

Staff: Joseph Dienberg, Village Administrator Date: 4/2/2025

VILLAGE OF WINNEBAGO

ORDINANCE NO. 2024 - 23

AN ORDINANCE ESTABLISHING RULES
AND REGULATIONS FOR CONSTRUCTING
FACILITIES WITHIN THE VILLAGE
RIGHT-OF-WAY

ADOPTED BY THE
BOARD OF TRUSTEES

VILLAGE OF WINNEBAGO

THIS 11th DAY OF NOVEMBER, 2024

Published in pamphlet form by authority of the Village Board of Trustees of the Village of Winnebago, Illinois, this 13th day of November 2024.

ORDINANCE NO. 43

**AN ORDINANCE ESTABLISHING RULES AND
REGULATIONS FOR CONSTRUCTING FACILITIES
WITHIN THE VILLAGE RIGHT-OF-WAY**

WHEREAS, 220 ILCS 65/0.01 et seq., grants the Village Board the power by general ordinance to establish such regulations and restrictions for constructing facilities on the rights-of-ways within the Village’s jurisdiction; and

WHEREAS, the rights-of-ways are critical to the travel and transportation of persons and property in the Village and must be managed and controlled consistently with that intent and can be partially occupied by utility facilities to the enhancement of the health, welfare, and general economic well-being of the Village and its residents; and

WHEREAS, it is in the Village’s interest to establish such regulations and restrictions to ensure the preservation of the integrity, safe usage, and visual qualities of the rights-of-ways.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINNEBAGO, ILLINOIS AS FOLLOWS:

ARTICLE I

CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

SECTION 1. PURPOSE AND SCOPE. The purpose of this ordinance is to establish policies and procedures for constructing facilities on rights-of-way within the Village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the Village rights-of-way and the Village as a whole.

- A) **Intent.** In enacting this ordinance, the Village intends to exercise its authority over the rights-of-way in the Village and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:
1. prevent interference with the use of streets, sidewalks, alleys, parkways, and other public ways and places;
 2. prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 3. prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in rights-of-way or public property;

4. protect against environmental damage, including damage to trees, from the installation of utility facilities;
5. protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;
6. preserve the character of the neighborhoods in which facilities are installed;
7. preserve open space;
8. prevent visual blight from the proliferation of facilities in the rights-of-way;
9. assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations; and
10. where utility easements adjacent to or nearby a proposed utility project exist, the Village has the right to require Telecommunications Providers to install their utilities within said utility easements.

B) Facilities Subject to This Ordinance. This ordinance applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the Village. A facility lawfully established prior to the effective date of this ordinance may continue to be maintained, repaired, and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license, or similar agreement.

C) Franchises, Licenses, or Similar Agreements. The Village, in its discretion and as limited by law, may require utilities to enter into a franchise, license, or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the Village rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the Village enter into such an agreement. In such an agreement, the Village may provide for terms and conditions inconsistent with this ordinance.

D) Effect of Franchises, Licenses, or Similar Agreements.

1. **Utilities Other Than Telecommunications Providers.** In the event that a utility other than a telecommunications provider has a franchise, license, or similar agreement with the Village, such franchise, license, or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.
2. **Telecommunications Providers.** In the event of any conflict with, or inconsistency between, the provisions of this ordinance and the provisions

of any franchise, license, or similar agreement between the Village and any telecommunications provider, the provisions of such franchise, license, or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

- E) **Conflicts with Other Ordinances.** This ordinance supersedes all ordinances or parts of ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.
- F) **Conflicts with State and Federal Laws.** In the event that applicable federal or State laws or regulations conflict with the requirements of this ordinance, the utility shall comply with the requirements of this Section to the maximum extent possible without violating federal or State laws or regulations.
- G) **Sound Engineering Judgment.** The Village shall use sound engineering judgment when administering this ordinance, and may vary the standards, conditions, and requirements expressed in this ordinance when the Village so determines. Nothing herein shall be construed to limit the ability of the Village to regulate its rights-of-way for the protection of the public health, safety, and welfare.

SECTION 2. DEFINITIONS. As used in this ordinance, and, unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this ordinance. Any term not defined in this Section shall have the meaning ascribed to it in 92 111. Adm. Code §530.30, unless the context clearly requires otherwise.

AASHTO. American Association of State Highway and Transportation Officials.

ANSI. American National Standards Institute.

Applicant. A person applying for a permit under this ordinance.

ASTM. American Society for Testing and Materials.

Backfill. The methods or materials for replacing excavated material in a trench, pit, or excavation.

Bore or Boring. To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

Cable operator. That term as defined in 47 U.S.C. 522(5).

Cable service. That term as defined in 47 U.S.C. 522(6).

Cable system. That term as defined in 47 U.S.C. 522(7).

Carrier Pipe. The pipe enclosing the liquid, gas, or slurry to be transported.

Casing. A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

Clear Zone. The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry.

Coating. Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

Code. Any Municipal Code effective in the Village of Winnebago.

Conductor. Wire carrying electrical current.

Conduit. A casing or encasement for wires or cables.

Construction or Construct. The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification, or abandonment in place of facilities.

Cover. The depth of earth or backfill over buried utility pipe or conductor.

Crossing Facility. A facility that crosses one or more right-of-way lines of a right-of-way.

Disrupt the Right-of-Way. For the purposes of this Section, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

Emergency. Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

Encasement. Provision of a protective casing.

Engineer. The Village Engineer or its designee.

Equipment. Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

Excavation. The making of a hole or cavity by removing material or laying bare by digging.

Extra Heavy Pipe. Pipe meeting American Safety for Testing and Materials (ASTM) standards for this pipe designation.

Facility. All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this ordinance. For purposes of this ordinance, the term "facility" shall not include any facility owned or operated by the Village.

Freestanding Facility. A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

Frontage Road. Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

Hazardous Materials. Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Public Works Director to pose an unreasonable and imminent risk to the life, health, or safety of persons or property or to the ecological balance of the environment, including, but not limited to, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute, or regulation.

Highway Code. The Illinois Highway Code, 605 ILCS 5/1-101 et seq., as amended from time to time.

Highway. A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. "Highway" includes all highway land and improvements, including roadways, ditches, and embankments, bridges, drainage structures, signs, guardrails, protective structures, and appurtenances necessary or convenient for vehicle traffic.

Holder. A person or entity that has received authorization to offer or provide cable or videosevice from the ICC pursuant to the Illinois Cable and Video Competition Law, 220 ILCS5/21-401.

IDOT. Illinois Department of Transportation.

ICC. Illinois Commerce Commission.

Jacking. Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

Jetting. Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

Joint Use. The use of pole lines, trenches, or other facilities by two or more utilities.

J.U.L.I.E. The Joint Utility Locating Information for Excavators utility notification program.

Major Intersection. The intersection of two or more major arterial highways.

Occupancy. The presence of facilities on, over, or under right-of-way.

Parallel Facility. A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

Parkway. Any portion of the right-of-way not improved by street or sidewalk.

Pavement Cut. The removal of an area of pavement for access to facility or for the construction of a facility.

Permittee. That entity to which a permit has been issued pursuant to this ordinance.

Permit Review Fees. Permit fees, including all incurred consultant fees and anticipated utility locate fees for traffic signals.

Practicable. That which is performable, feasible or possible, rather than that which is simply convenient.

Pressure. The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

Petroleum Products Pipelines. Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

Prompt. That which is done within a period of time specified by the Village. If no time period is specified, the period shall be thirty (30) business days.

Public Entity. A legal entity that constitutes or is part of the government, whether at local, state, or federal level.

Public Works Director. The Village Public Works Director or designee.

Restoration. The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

Record Drawings. Engineering drawings complete with all dimensions which indicate all features of the development/construction as the development/construction has been built.

Right-of-Way or Rights-of-Way. Any street, alley, other land, or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the Village. "Right-of-way" or "Rights-of-way" shall not include any real or personal Village property that is not specifically described in the previous two sentences and shall not include Village buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right-of-way.

Roadway. That part of the highway that includes the pavement, curb and/or shoulders.

Sale of Telecommunications at Retail. The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

Surety. That amount of surety required pursuant to this ordinance.

Shoulder. A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

Sound Engineering Judgment. A decision(s) consistent with generally accepted engineering principles, practices, and experience.

Telecommunications. This term includes, but is not limited to, messages or information transmitted through use of local, toll, and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service, and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. "Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code, and protocol of the information for purposes other than transmission. "Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who

originates or terminates the end-to-end communications. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the Village through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. §76.1500 and following), as now or hereafter amended.

Telecommunications Provider. Means any utility that installs, owns, operates, or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

Telecommunications Retailer. Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

Trench. A relatively narrow open excavation for the installation of an underground facility.

Utility. The individual or entity owning or operating any facility as defined in this ordinance.

Utility Easement. a right or rights granted or taken for the construction, maintenance, and operation of utility facilities, including, but not limited to, water, sewer, storm, electricity, natural gas, and telecommunications above or below the ground.

Vent. A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

Video Service. That term as defined in section 21-201 (v) of the Illinois Cable and Video Competition Law of 2007, 220 ILCS 21-201(v).

Water Lines. Pipelines carrying raw or potable water.

Wet Boring. Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

SECTION 3. PERMIT REQUIRED; APPLICATIONS AND FEES.

- A) **Permit Required.** No person shall construct (as defined in this Section) any facility on, over, above, along, upon, under, across, or within any Village right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this ordinance), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Public Works Director and obtaining a permit from the Village therefor, except as otherwise provided in this ordinance. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way. The permit required under this ordinance shall be separate and distinct from any permits related to excavation.

B) Permit Application. All applications for permits pursuant to this ordinance shall be filed on a form provided by the Village and shall be filed in such number of duplicate copies as the Village may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

C) Minimum General Application Requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

1. The utility's name and address and telephone numbers;
2. The names, addresses, telephone numbers, e-mail addresses and emergency contact information of all professional consultants, if any, advising the applicant with respect to the application;
3. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
4. Evidence that the utility has placed on file with the Village: A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Manual on Uniform Traffic Control Devices and Illinois Supplement, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic;
5. Drawings, plans, and specifications showing the work proposed, including the certification/professional seal of an engineer licensed in the State of Illinois that such drawings, plans, and specifications be reasonably accurate, depict existing facilities, and comply with applicable codes, rules, and regulations;
6. Evidence of insurance as required in this ordinance;
7. Evidence of posting of the Surety as required in this ordinance;
8. Any request for a variance from one or more provisions of this ordinance; and
9. Such additional information as may be reasonably required by the Village.

- D) **Supplemental Application Requirements for Specific Types of Utilities.** In addition to the requirements of Subsection (C) of this ordinance, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:
1. In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
 2. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.
- E) **Applicant's Duty to Update Information.** Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the Village prior to construction.
- F) **Application Fees.** Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this Section shall be accompanied by a fee in the amount of \$500.00 plus Permit Review Fees. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

SECTION 4. ACTION ON PERMIT APPLICATIONS.

- A) **Village Review of Permit Applications.** Completed permit applications, containing all required documentation, shall be examined by the Public Works Director within thirty (30) working days after filing, unless the magnitude of the project requires additional time. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the Public Works Director shall reject such application in writing, stating the reasons therefor. If the Public Works Director is satisfied that the proposed work conforms to the requirements of this ordinance and any other applicable ordinances, codes, laws, rules, and regulations, the Public Works Director shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the Public Works Director, that the construction proposed under the application shall be in full compliance with the requirements of this ordinance.
- B) **Additional Village Review of Applications of Telecommunications Retailers.** Pursuant to Paragraph 4 of the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the Village that it intends to commence work governed by this ordinance for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the Village not less than ten (10) working days prior to the commencement of work requiring no excavation and not less than thirty (30) working days prior to

the commencement of work requiring excavation. The Public Works Director shall specify the portion of the right-of-way upon which the facility may be placed, used, and constructed.

SECTION 5. EFFECT OF PERMIT.

- A) **Extent of Authority Granted; No Property Right or Other Interest Created.** A permit from the Village authorizes a permittee to undertake only certain activities in accordance with this ordinance on Village rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.
- B) **Duration.** No permit issued under this ordinance shall be valid for a period longer than six (6) months unless construction is actually begun within that period and is thereafter diligently pursued to completion. Should construction not begin within six (6) months of the permit issuance, an applicant will be required to file a new permit application.
- C) **Pre-construction meeting required.** In the opinion of the Public Works Director, no construction shall begin pursuant to a permit issued under this ordinance prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time, and place designated by the Village, with such Village representatives in attendance as the Village deems necessary. The meeting shall be for the purpose of reviewing the work under the permit and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence, or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.
- D) **Compliance with All Laws Required.** The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and applicable statutes, laws, ordinances, rules, and regulations.
- E) **Membership with J.U.L.I.E.** The applicant shall maintain an active membership with the JULIE On-Call System.

SECTION 6. REVISED PERMIT DRAWINGS AND RECORD DRAWINGS. Record Drawings shall be provided to the Village in electronic copies in a Civil 3D or CAD environment within 30 working days and shall utilize WinGIS datum.

SECTION 7. INSURANCE.

A) **Required Coverages and Limits.** Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure, maintain, and provide a copy of such Insurance Certificateto the Village. Said insurance shall provide the following liability insurance policies insuring the utility as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees as additional insureds on thepolicies below:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Five million dollars (\$5,000,000) for bodily injury or death to each person;
 - b. ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
 - c. iii) Five million dollars (\$5,000,000) for all other types of liability;
2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage for each accident;
3. Worker's compensation with statutory limits; and
4. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this ordinance.

B) **Excess or Umbrella Policies.** The coverages required by this ordinance may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C) **Copies Required.** The utility shall provide copies of any of the policies required by this ordinances to the Village within ten (10) working days following receiptof a written request therefor from the Village.

- D) **Maintenance and Renewal of Required Coverages.** The insurance policies required by this ordinance shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village President of such intent to cancel or not to renew."

Within ten (10) days after receipt by the Village of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this ordinance.

- E) **Self-Insurance.** A utility may self-insure all or a portion of the insurance coverage and limit requirements required by subsection (A) hereinabove. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under Subsection (A), or the requirements of Subsections (B), (C) and (D) of this ordinance subsection. A utility that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under Subsection (A) of this subsection, such as evidence that the utility is a "private self-insurer" under the Workers Compensation Act.
- F) **Effect of Insurance and Self-Insurance on Utility's Liability.** The legal liability of the utility to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this ordinance shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
- G) **Insurance Companies.** All insurance provided pursuant to this section shall be affected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.

SECTION 8. INDEMNIFICATION. By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify, and hold the Village and its elected and appointed officials and officers, employees, agents, and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or result from, the negligent, careless, or wrongful acts, omissions, failures to act, or misconduct of the utility or its affiliates, officers, employees, agents, contractors, or subcontractors in the construction of facilities, or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed, or prohibited by this ordinance, or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses, or expenses arising out of, or resulting from, the negligence,

misconduct, or breach of this ordinance by the Village, its officials, officers, employees, agents, or representatives.

SECTION 9. SURETY.

- A) **Purpose.** The permittee shall establish a Surety in a form and in an amount as set forth in this ordinance. The Surety shall be continuously maintained in accordance with this ordinance at the permittee's sole cost and expense until the completion of the work authorized under the permit. The Surety shall serve as security for:
- B) **Form.** The permittee shall provide the Surety to the Village in the form, at the permittee's election, of a surety bond in a form acceptable to the Village, or an unconditional letter of credit in a form acceptable to the Village. Any surety bond or letter of credit provided pursuant to this Subsection shall, at a minimum:
- C) **Amount.** The dollar amount of the Surety shall be based upon an opinion of probable construction cost and shall be valued at One Hundred Fifty percent (150%) of the approved opinion of construction cost to restore the right-of-way and/or utility easement to at least as good a condition as that existing prior to the construction under the permit, as determined by the Public Works Director, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the Village, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the Public Works Director may, in the exercise of sound discretion, allow the permittee to post a single amount of Surety which shall be applicable to each phase of the construction under the permit. The amount of the Surety for phased construction shall be One Hundred Fifty percent (150%) of the greatest amount that would have been required under the provisions of this subsection for any single phase.
- D) **Withdrawals.** The Village, upon fourteen (14) working days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this Subsection, may withdraw an amount from the Surety, provided that the permittee has not reimbursed the Village for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:
1. Fails to make any payment required to be made by the permittee hereunder;
 2. Fails to pay any liens relating to the facilities that are due and unpaid;
 3. Fails to reimburse the Village for any damages, claims, costs, or expenses which the Village has been compelled to pay or incur by reason of any action or non-performance by the permittee; or

4. Fails to comply with any provision of this ordinance that the Village determines can be remedied by an expenditure of an amount in the Surety;
 5. As a condition of the release of a surety, the applicant shall provide proof of membership in the J.U.L.I.E. On-Call System.
- E) **Replenishment.** Within fourteen (14) working days after receipt of written notice from the Village that any amount has been withdrawn from the Surety, the permittee shall restore the Surety to the amount specified in subsection (C) of this section.
- F) **Closing and Return of Surety.** Upon completion of the work authorized under the permit and approval of official record drawings, the permittee shall be entitled to the return of the Surety, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the Village for failure by the permittee to comply with any provisions of this ordinance or other applicable law. In the event of any revocation of the permit, the Surety, and any and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any reasonable costs, loss, or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss, or damage shall be refunded to the permittee.
- G) **Rights Not Limited.** The rights reserved to the Village with respect to the Surety are in addition to all other rights of the Village, whether reserved by this ordinance or otherwise authorized by law, and no action, proceeding, or exercise of right with respect to said Surety shall affect any other right the Village may have. Notwithstanding the foregoing, the Village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

SECTION 10. PERMIT SUSPENSION AND REVOCATION.

- A) **Stop Work Order.** In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within Subsection (B) hereinbelow.
- B) **Village Right to Revoke Permit.** The Village may revoke or suspend a permit issued pursuant to this ordinance for one or more of the following reasons:
1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
 2. Non-compliance with this ordinance;

3. Permittee's physical presence, or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a director imminent threat to the public health, safety, or welfare; or
 4. Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.
- C) **Notice of Revocation or Suspension.** The Village shall send written notice of its intent to revoke or suspend a permit issued pursuant to this Section stating the reason or reasons for the revocation or suspension.
- D) **Permittee Alternatives Upon Receipt of Notice of Revocation or Suspension.** Upon receipt of a written notice of revocation or suspension from the Village, the permittee shall have the following options:
1. Immediately provide the Village with evidence that no cause exists for the revocation or suspension;
 2. Immediately correct, to the satisfaction of the Village, the deficiencies stated in the written notice, providing written proof of such correction to the Village within five (5) working days after receipt of the written notice of revocation; or
 3. Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights-of-way and restore the rights-of-way to the satisfaction of the Village, providing written proof of such removal to the Village within ten (10) working days after receipt of the written notice of revocation.

The Village may, in its discretion, for good cause shown, extend the time periods provided in this Subsection.

- E) **Failure or Refusal of the Permittee to Comply.** If the permittee fails to comply with the provisions of this subsection, the Village or its designee may, at the option of the Village: (1) correct the deficiencies; (2) upon not less than twenty (20) working days' notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty (30) working days' notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the Village. The permittee shall be liable in all events to the Village for all costs of removal.

SECTION 11. CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS.

- A) **Notification of Change.** A utility shall notify the Village no less than thirty (30) working days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules, and regulations, including this ordinance, with respect to the work and facilities in the right-of-way.
- B) **Amended Permit.** A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the Village's right-of-way.
- C) **Insurance and Bonding.** All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

SECTION 12. GENERAL CONSTRUCTION STANDARDS.

- A) **Standards and Principles.** All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws, rules, and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:
 1. Standard Specifications for Road and Bridge Construction;
 2. Supplemental Specifications and Recurring Special Provisions;
 3. Bureau of Local Roads Design Manual;
 4. Bureau of Design and Environment Manual;
 5. Highway Standards Manual;
 6. Standard Specifications for Traffic Control Items;
 7. Manual on Uniform Traffic Control Devices & Illinois Supplement (92 Ill. Adm. Code § 545);
 8. Flagger's Handbook; and
 9. Work Site Protection Manual for Daylight Maintenance Operations.
- B) **Interpretation of Municipal Standards and Principles.** If a discrepancy exists between or among differing principles and standards required by this subsection, the Public Works Director shall determine, in the exercise of sound judgment, which

principles apply, and such decision shall be final. If requested, the Public Works Director shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.

SECTION 13. TRAFFIC CONTROL.

- A) **Minimum Requirements.** The Village's minimum requirements for traffic protection are contained in the Manual on Uniform Traffic Control Devices, the Illinois Supplement, and this ordinance.
- B) **Warning Signs, Protective Devices, and Flaggers.** The utility is responsible for providing and installing warning signs, protective devices, and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.
- C) **Interference with Traffic.** All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.
- D) **Notice When Access is Blocked.** At least forty-eight (48) hours prior to beginning work that will partially or completely block access to any residence, business, or institution, the utility shall notify the resident, business, or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs referenced in this ordinance, the utility shall provide such notice as is reasonably practicable under the circumstances.
- E) **Compliance.** The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the Village.

SECTION 14. LOCATION OF FACILITIES.

- A) **General Requirements.** In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.
 - 1. **Existing Utility Easements.** All utilities shall be placed in existing utility easements to the maximum extent practicable.
 - 2. **No Interference with Village Facilities.** No utility facilities shall be placed in any location if the Public Works Director determines that the proposed location will require the relocation or displacement of any of the Village's utility facilities, or will otherwise interfere with the operation or maintenance of any of the Village's utility facilities.
 - 3. **Placement in Right-of-Way.** Utilities within the right-of-way shall be placed on the opposite side of the roadway of the water main to the maximum extent possible.
 - 4. **Minimum Interference and Impact.** The proposed location shall cause only the minimum possible interference with the use of the right-of-way

and shall cause only the minimum possible impact upon, and interference with, the rights and reasonable convenience of property owners who adjoin said right-of-way.

5. **No Interference with Travel.** No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.
6. **No Limitations on Visibility.** No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.
7. **Size of Utility Facilities.** The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

B) Parallel Facilities Located Within Highways.

1. **Overhead Parallel Facilities.** An overhead parallel facility may be located within the right-of-way lines of a highway only if:
 - a. Lines are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;
 - b. Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (0.6 m) behind the face of the curb, where available;
 - c. Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;
 - d. No pole is located in the ditch line of a highway; and
 - e. Any ground-mounted appurtenance is located within one foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.
2. **Underground Parallel Facilities.** An underground parallel facility may be located within the right-of-way lines of a highway only if:
 - a. The facility is located as near the right-of-way line as practicable and not more than eight (8) feet (2.4 m) from and parallel to the right-of-way line without the prior approval and consent of the Village;
 - b. A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and

- c. In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five (5) feet (1.5 m) from the right-of-way line, and any above-grounded appurtenance shall be located within one foot (0.3 m) of the right-of-way line, or as near as practicable.

C) Facilities Crossing Highways.

1. **No Future Disruption.** The construction and design of crossing facilities installed between the ditch lines or curb lines of Village highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.
2. **Culverts and Drainage Facilities.** Crossing facilities shall not be located in culverts or drainage facilities, unless specifically authorized by the Public Works Director.
3. **90-Degree Crossing Required.** Crossing facilities shall cross at or as near to a ninety (90) degree angle to the centerline as practicable.
4. **Overhead Power or Communication Facility.** An overhead power or communication facility may cross a highway only if:
 - a. It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305);
 - b. Poles are located within one foot (0.3 m) of the right-of-way line of the highway and outside of the clear zone; and
 - c. Overhead crossings at major intersections are avoided.
5. **Underground Power or Communication Facility.** An underground power or communication facility may cross a highway only if:
 - a. The design materials and construction methods will provide maximum maintenance-free service life; and
 - b. Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.
6. **Markers.** The Village may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations. (49 C.F.R. §192.707 (1989)).

- D) **Facilities to be Located Within Particular Rights-of-Way.** The Village may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.
- E) **Freestanding Facilities.**
1. The Village may restrict the location and size of any freestanding facility located within a right-of-way.
 2. The Village may require any freestanding facility located within a right-of-way to be screened from view.
- F) **Facilities Installed Above Ground.** Above ground facilities may be installed only if:
1. No other existing facilities in the area are located underground;
 2. New underground installation is not technically feasible; and
 3. The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable. The installation of additional utility poles is strongly discouraged.
- G) **Facility Attachments to Bridges or Roadway Structures.**
1. Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports, and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.
 2. A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

- a. The type, volume, pressure, or voltage of the commodity to be transmitted, and an evaluation of the resulting risk to persons and property in the event of damage to, or failure of, the facility;
- b. The type, length, value, and relative importance of the highway structure in the transportation system;
- c. The alternative routings available to the utility and their comparative practicability;
- d. The proposed method of attachment;
- e. The ability of the structure to bear the increased load of the proposed facility;
- f. The degree of interference with bridge maintenance and painting;
- g. The effect on the visual quality of the structure; and
- h. The public benefit expected from the utility service as compared to the risk involved.

H) Appearance Standards.

1. The Village may prohibit the installation of facilities in particular locations in order to preserve visual quality.
2. A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.
3. The Village shall have the right to require above ground equipment to match the style and material of existing equipment nearby.

SECTION 15. CONSTRUCTION METHODS AND MATERIALS.

A) Standards and Requirements for Particular Types of Construction Methods.

1. Boring or Jacking

- a. **Pits and Shoring.** Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Public Works Director from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

- b. **Wet Boring or Jetting.** Wet boring or jetting shall not be permitted under the roadway.
 - c. **Borings with Diameters Greater than 6 Inches.** Borings over six inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (25 mm).
 - d. **Borings with Diameters 6 Inches or Less.** Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
 - e. **Tree Preservation.** Any facility located within the drip line of any tree designated by the Village to be preserved or protected shall be bored under or around the root system.
- 2. **Trenching.** Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accordance with the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."
 - a. **Length.** The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Public Works Director.
 - b. **Open Trench and Excavated Material.** Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.
 - c. **Drip Line of Trees.** The utility shall not trench within the drip line of any tree designated by the Village to be preserved.
- 3. **Backfilling.**
 - a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used. The Public

Works Director may require the use of Controlled Low Strength Materials (CLSM) to backfill excavations made within pavement and/or sidewalk limits.

- b. For a period of three (3) years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the Public Works Director, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Public Works Director.

4. **Pavement Cuts.** Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this Subsection is permitted under Section 20 hereinbelow, the following requirements shall apply:

- a. Any excavation under pavements shall be backfilled and compacted as soon as practicable with CLSM (controlled low-strength material) as designated by the Public Works Director.
- b. Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the Village.
- c. All saw cuts shall be full depth.
- d. For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last three (3) years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction, or unless a pavement cut is necessary for a J.U.L.I.E. locate.

5. **Encasement.**

- a. Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the Village.
- b. The venting, if any, of any encasement shall extend within one foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

- c. In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or Village approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the Village. Bell and spigot type pipe shall be encased regardless of installation method.
- d. In the case of gas pipelines of 60 psig or less, encasement may be eliminated.
- e. In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided;
- f. If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.

6. **Minimum Cover of Underground Facilities.** Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

TYPE OF FACILITY	MINIMUM COVER	
Electric Lines	30 Inches	0.8 m)
Communication, Cable or Video Service Lines	30 Inches	0.8 m, as determined by Village)
Gas or Petroleum Products	30 Inches	0.8 m)

B) **Standards and Requirements for Particular Types of Facilities.**

- 1. **Electric Power or Communication Lines.**
 - a. **Code Compliance.** Electric power or communications facilities within Village rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric Power and Communications Lines," and the National Electrical Safety Code.
 - b. **Overhead Facilities.** Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed.

Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

- c. **Underground Facilities.** (1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads. (2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: (a) the crossing is installed by the use of "moles," "whip augers," or other approved method which compress the earth to make the opening for cable installation or (b) the installation is by the open trench method which is only permitted prior to roadway construction. (3) Cable shall be grounded in accordance with the National Electrical Safety Code.
- d. **Burial of Drops.** All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the Village. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten (10) working days after placement.

- 2. **Underground Facilities Other than Electric Power or Communication Lines.** Underground facilities other than electric power or communication lines may be installed by:
 - a. the use of "moles," "whip augers," or other approved methods which compress the earth to move the opening for the pipe;
 - b. jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;
 - c. open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or
 - d. tunneling with vented encasement, but only if installation is not possible by other means.
- 3. **Gas Transmission, Distribution and Service.** Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a Village approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 - Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR §192), IDOT's "Standard Specifications for Road and Bridge Construction," and all other applicable IDOT standards and requirements.
- 4. **Petroleum Products Pipelines.** Petroleum products pipelines within rights-of-way shall conform to the applicable sections of American National Standards Institute (ANSI) Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).

5. **Ground Mounted Appurtenances.** Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Public Works Director. With the approval of the Public Works Director, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

C) Materials.

1. **General Standards.** The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standards Specifications for Road and Bridge Construction," the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.
2. **Material Storage on Right-of-Way.** No material shall be stored on the right-of-way without the prior written approval of the Public Works Director. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public, or an obstacle to right-of-way maintenance, or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior written approval must be obtained from the Village.
3. **Hazardous Materials.** The plans submitted by the utility to the Village shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

D) Operational Restrictions.

1. Construction operations on rights-of-way may, at the discretion of the Village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.
2. These restrictions may be waived by the Public Works Director when emergency work is required to restore vital utility services.
3. Unless otherwise permitted by the Village, the hours of construction are those set forth in the Village's noise ordinance.

- E) **Location of Existing Facilities.** Any utility proposing to construct facilities in the Village shall contact J.U.L.I.E. and ascertain the presence and location of existing above ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The Village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Village or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 et seq.)

SECTION 16. VEGETATION CONTROL.

- A) **Electric Utilities - Compliance with State Laws and Regulations.** An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the Village as permitted by law.
1. **Damage to Trees.** Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The Village will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The Village may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.
- B) **Specimen Trees or Trees of Special Significance.** The Village may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire, or other means.
- C) **Chemical Use.**
1. Except as provided in the following Section, no utility shall spray, inject, or pour any chemicals on or near any trees, shrubs, or vegetation in the Village for any purpose, including the control of growth, insects, or disease.
 2. Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the Public Works Director that such spraying is the only practicable method of vegetation control.

SECTION 17. REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES.

- A) **Notice.** Within ninety (90) calendar days following written notice from the Village, a utility shall, at its own expense, protect, support, temporarily or

permanently disconnect, remove, relocate, change, or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change, or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the rights-of-way.

B) Removal of Unauthorized Facilities. Within thirty (30) calendar days following written notice from the Village, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

1. Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;
2. If the facility was constructed or installed without the prior grant of a license or franchise, if required;
3. If the facility was constructed or installed without prior issuance of a required permit in violation of this ordinance; or
4. If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

C) Emergency Removal or Relocation of Facilities. The Village retains the right and privilege to cut or move any facilities located within the rights-of-way of the Village, as the Village may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

D) Abandonment of Facilities. The utility shall notify the Village ninety (90) calendar days prior to abandonment of a facility within the rights-of-way. Following receipt of such notice the Village may direct the utility to remove all or any portion of the facility if the Public Works Director determines that such removal will be in the best interest of the public health, safety, and welfare. If the Village does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the Village, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.

SECTION 18. CLEAN-UP AND RESTORATION. The utility shall remove all excess material and restore all turf and terrain and other property within ten (10) calendar days after any portion of the rights-of-way are disturbed, damaged, or destroyed due to construction or maintenance by the utility, all to the satisfaction of the Village. This includes restoration of

entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the Public Works Director. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this Section may be extended by the Public Works Director for good cause shown.

SECTION 19. MAINTENANCE AND EMERGENCY MAINTENANCE.

- A) **General.** Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the Village and at the utility's expense.
- B) **Emergency Maintenance Procedures.** Emergencies may justify non-compliance with normal procedures for securing a permit:
 - 1. If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades, or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.
 - 2. In an emergency, the utility shall, as soon as possible, notify the Public Works Director or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village police shall be notified immediately.
 - 3. In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.
- C) **Emergency Repairs.** The utility must file in writing with the Village a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

SECTION 20. VARIANCES.

- A) **Request for Variance.** A utility requesting a variance from one or more of the provisions of this ordinance must do so in writing to the Public Works Director as a part of the permit application. The request shall identify each provision of this ordinance from which a variance is requested and the reasons why a variance should be granted.

- B) **Authority to Grant Variances.** The Public Works Director, with the advice of the Village Engineer, shall decide whether a variance is authorized for each provision of this ordinance identified in the variance request on an individual basis.
- C) **Conditions for Granting of Variance.** The Public Works Director may authorize a variance only if the utility requesting the variance has demonstrated that:
1. One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and
 2. All other designs, methods, materials, locations, or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.
- D) **Additional Conditions for Granting of a Variance.** As a condition for authorizing a variance, the Public Works Director may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Section, but which carry out the purposes of this Section.
- E) **Right to Appeal.** Any utility aggrieved by any order, requirement, decision, or determination, including denial of a variance, made by the Public Works Director under the provisions of this Section shall have the right to appeal to the Village Board, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the Village Clerk within 30 calendar days after the date of such order, requirement, decision, or determination. The Village Board shall commence its consideration of the appeal at the Board's next regularly scheduled meeting occurring at least seven (7) working days after the filing of the appeal. The Village Board shall timely decide the appeal.

SECTION 21. PENALTIES. Any person who violates, disobeys, omits, neglects, or refuses to comply with any of the provisions of this ordinance shall be subject to fine not less than \$100.00 nor more than \$750.00 for the first offense, and, upon the second conviction of any such violation shall be subject to a fine not less than \$200.00 nor more than \$750.00. The penalty shall be in addition to the Village's cost of prosecution, enforcement, and adjudication, and shall include the cost of attorney fees. A separate offense shall be deemed committed on each day during or on which such violation occurs or continues to occur. There may be times when the Village will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this ordinance. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the Village's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost

apportionment of the Village. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.

SECTION 22 ENFORCEMENT. Nothing in this Section shall be construed as limiting any additional or further remedies that the Village may have for enforcement of this ordinances.

SECTION 23 SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

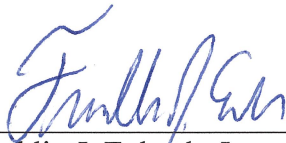
EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Village Board this 11th day of November, 2024.

APPROVED by the President of the Village Board this 11th day of November, 2024.

ATTEST:


Sally Jo Huggins,
Village Clerk


Franklin J. Eubank, Jr.
President, Village of Winnebago

Ayes: 5
Nays: 0
Absent: 1

PASSED: 11-11-2024

APPROVED: 11-11-2024

PUBLISHED IN PAMPHLET FORM: 11-13-2024



Agenda Item Executive Summary

Item Name Zoning Fees Discussion Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village Board is considering a proposed ordinance establishing a standardized zoning application fee schedule to support consistent processing and professional cost recovery. This initiative responds to concerns raised at the February 19, 2025 Committee of the Whole meeting regarding applicants potentially incurring substantial expenses before gaining clarity on project feasibility.

To address this concern, staff has drafted a text amendment to Article 11 of the Unified Development Ordinance (UDO) introducing a Concept Plan Review step. This early-stage, advisory review by the Village Administrator or designee helps identify potential zoning and infrastructure challenges before full site plans are prepared. Additionally, the amendment clarifies the conditions under which permits can be issued, including allowance for partial permits when feasible.

Together, the zoning fee ordinance and the proposed UDO amendment aim to streamline development processes, reduce applicant risk, and align with the Village's long-term strategic planning goals. Following discussion by the Committee of the Whole, the UDO amendment will proceed to technical review, then to a public hearing before the Zoning Board, and ultimately return to the Village Board for final consideration.

ATTACHMENTS (PLEASE LIST)

Zoning Fees Memo, Draft Zoning Application Fees Ordinance, UDO Article 11 Site Plan Redline

ACTION REQUESTED

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

MOTION:

Staff: Joseph Dienberg, Village Administrator Date: 4/2/2025



VILLAGE OF WINNEBAGO

MEMORANDUM

Prepared By:	Joey Dienberg, Village Administrator
Meeting Name:	Committee of the Whole
Meeting Date:	April 2 nd , 2025
Item Name:	Zoning Fees Discussion

Overview: During recent discussions regarding the proposed zoning application fee ordinance, a concern was raised by the committee of the whole at their February 19th meeting regarding the timing of when applicants incur costs—specifically, that applicants may be investing in zoning applications before having sufficient assurance that their project will be approved.

In response to this concern, staff has prepared a text amendment to Article 11 of the Unified Development Ordinance (UDO) that introduces a new Concept Plan Review step and clarifies how and when permits are issued relative to site plan approval. These changes are intended to provide clearer guidance to applicants, protect them from unnecessary design expenses, and create a more structured and transparent path through the Village’s development process.

How the Text Amendment Addresses the Concern: The amendment adds a Concept Plan Review section requiring early coordination with the Village Administrator or their designee prior to submitting a formal Site Plan.

This preliminary review helps identify zoning requirements, infrastructure challenges, or other issues that may require a special use permit, map amendment, or variance—before the applicant invests in fully engineered and architectural plans. The amendment also adds language clarifying that building permits will not be issued until a site plan is approved—but allows for partial permits at the discretion of the Building Official for project components unaffected by outstanding site plan issues.

Staff Recommendations and Next Steps

- 1. **Adopt the Fee Ordinance** – Staff recommends the Village Board proceed with adoption of the Zoning Application Fee Ordinance to ensure consistent application processing and recovery of professional service costs.
- 2. **Technical Staff Review** – The draft UDO text amendment will be presented with any recommendations by the Committee of the Whole to the Village’s internal technical review team (Administrator, Public Works, Building Official, Fire Chief, Engineer) at their next scheduled meeting for comment and input.
- 3. **Zoning Board Public Hearing** – Following technical review, a public hearing will be scheduled before the Zoning Board of Appeals to formally consider the text amendment to Article 11 of the UDO.
- 4. **Return to Village Board** – After the public hearing, the amendment will return to the Village Board for final consideration, accompanied by a recommendation from the Zoning Board of Appeals.

Ongoing UDO Review Process and Strategic Plan Alignment: In accordance with the Village’s upcoming Strategic Plan, Village staff—specifically the internal technical review team—will continue to review the Unified Development Ordinance section by section to ensure that it reflects modern best practices, the vision of the Village Board and supports the Village’s long-term goals. As each section is reviewed and revised:

- 1. Draft changes will be submitted to the Committee of the Whole (COW) for initial discussion and feedback.
- 2. Upon COW direction, proposed amendments will follow the same formal process as outlined above: technical review, public hearing before the Zoning Board, and final action by the Village Board.
- 3. This systematic and collaborative approach will ensure the Village’s development regulations remain responsive, efficient, and aligned with community priorities.

Conclusion: The proposed fee structure and accompanying UDO text amendment together to streamline the Village’s development process, promote transparency, and protect applicants from unnecessary costs—while ensuring that projects align with Village ordinances and infrastructure capacity. Moreover, this amendment reflects a proactive and strategic effort to modernize and improve the Village’s development tools in accordance with the Strategic Plan.

ORDINANCE NO. 2025-_____

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

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

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

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

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

SECTION I DEFINITIONS

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

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

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

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

SECTION II ADOPTION OF FEE SCHEDULE

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

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

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

SECTION III FEE WAIVERS

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

SECTION IV AUTHORIZATION AND CONSISTENCY OF ZONING APPLICATION FORM

The Village Board hereby authorizes the use of a standardized Zoning Application Form (the "Form") for all zoning applications within the Village, included as “Exhibit A”. The Form shall be maintained by the Village Administrator or his/her designee and shall include all required

information as specified in the UDO and any relevant Village ordinances, as may be amended from time to time.

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

SECTION V SEVERABILITY

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

SECTION VI EFFECTIVE DATE

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

APPROVED this _____ day of _____, 2024

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

WINNEBAGO, ILLINOIS
UNIFIED DEVELOPMENT CODE

Article 11
Site Plan Review Requirements

- 1.01 Developments Subject to Site Plan Review
- 1.02 Application Requirements
- 1.03 Site Plan Review Procedure
- 1.04 Administrative Procedures

11.01 Concept Plan Review Prior to Site Plan Submission

1. Prior to submitting a formal Site Plan under this Article, applicants are encouraged to participate in a Concept Plan Review with the Village Administrator or their designee. The purpose of this review is to evaluate the general feasibility of a proposed development and determine whether additional zoning applications (e.g., zoning map amendment, special use permit, variance, or text amendment) are required prior to, or in conjunction with, Site Plan submission.
2. The Concept Plan Review process is intended to:
 - a) Identify early compliance issues with the Unified Development Ordinance (UDO) and Comprehensive Plan;
 - b) Determine whether the proposed use is permitted by right or requires additional approvals;
 - c) Evaluate general layout and design concepts prior to the preparation of fully engineered and architectural plans;
 - d) Coordinate with Village staff and external agencies regarding site access, infrastructure, drainage, circulation, and fire protection requirements;
 - e) Discuss potential triggers for additional professional studies, including but not limited to traffic impact studies, drainage calculations, or fire flow analysis.
3. The Concept Plan submission should include, at a minimum:
 - a) A sketch or illustrative layout of the proposed development;
 - b) A narrative describing proposed uses and objectives;
 - c) Estimated building footprints, height, and general layout;
 - d) Conceptual vehicular and pedestrian access points;
 - e) Preliminary utility routing and stormwater concepts;
 - f) Vicinity or aerial map for contextual reference.
4. The Village Administrator or their designee shall distribute the Concept Plan to relevant Village departments, including Public Works, Fire Protection, and the Village Engineer, as well as any applicable reviewing agencies. Feedback shall be coordinated internally and issued to the applicant within thirty (30) calendar days from the date of submission, unless extended by mutual agreement.
5. Comments provided during the Concept Plan Review are advisory only and shall not be construed as formal approval, nor shall they bind the Village to any future approvals. The purpose is to inform the applicant of potential requirements, deficiencies, or conflicts prior to incurring significant design costs.

WINNEBAGO, ILLINOIS
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6. Based on the results of the Concept Plan Review, the Village Administrator or their designee shall advise the applicant as to:
- a) Whether the project may proceed to formal Site Plan Review;
 - b) Whether one or more zoning applications are required;
 - c) Any additional documentation or studies recommended for a complete submission.
7. This process is intended to reduce financial risk to applicants, provide predictability in the approval process, and ensure alignment with Village regulations and infrastructure capacity from the outset.

11.0111.02 Developments Subject to Site Plan Review

1. A site plan shall be submitted in the form and manner as hereinafter provided whenever there is any proposed development, redevelopment, or improvements to a parcel of land.
2. No modification or alteration in the use of land, use of buildings, or building size and structural components shall be permitted nor shall any building permit be issued until a site plan as provided above is submitted and approved. The submission and approval requirements of this Article do not apply to one or two-family dwellings in residential zoning districts; however, building permits and other alternative plan submittal requirements of Article 14 shall apply.
3. A new site plan and approval thereof shall be required before any modification, alteration or expansion of a proposed use of land, use of building, or building size and structural components is made to a previously approved site plan.

11.0211.03 Application Requirements

1. The subdivider or developer shall submit to the Village ~~Building Official ten-five (540)~~ paper copies in addition to a digital copy of the engineering plan described herein. Village may request additional copies if needed. The Village Building Official shall refer the engineering plan to the Village staff for review.
2. The plan shall be drawn to scale and shall be of sufficient clarity to indicate the nature and extent of the work proposed and shall show in detail that it will conform to the provisions of all relevant laws, ordinances, rules, and regulations.
3. The plan shall be signed and sealed by an Illinois professional engineer or a licensed architect, unless:
 - a. The change in use of land shall require an expenditure of less than five thousand dollars (\$5,000.00); or
 - b. The size of the land to be affected by the change is less than four thousand (4,000) square feet; or
 - c. The building or addition does not require a licensed architect or professional engineer under the laws of the State of Illinois in which case, the owner may sign the plan, or the Village Building Official may waive the requirement to file the plan.
4. The plan shall contain the information and meet minimum specifications as follows, unless not applicable in the opinion of the Village Building Official:
 - a. Name and address of the developer;
 - b. Name and address of the property owner;

WINNEBAGO, ILLINOIS

UNIFIED DEVELOPMENT CODE

- c. Survey information including distances with angles or bearings and north points;
- d. Map showing location of site in relation to surrounding properties and streets, including, but not limited to, properties on the opposite sides of adjoining streets;
- e. The plan scale shall be one inch equals twenty (20) feet unless prior approval of a different plan scale is given by the Village Building Official;
- f. Zoning classification of the land and the zoning classifications of adjacent lands;
- g. Existing and proposed street curb cut radii and curb cut width;
- h. Location, dimensions, and area of existing buildings, complete with the type and location of utility connections;
- i. Proposed buildings with footprint dimensions, building area in square feet, and number of stories;
- j. Distance between buildings and all property lines and between buildings;
- k. Existing and proposed contours or spot grades;
- l. Building use including, if applicable, apartments, rooming units, and estimated number of employees;
- m. Area of land in square feet;
- n. Drainage design for roof areas, parking lot, and driveways, and sump pumps, showing area for or method of disposal of surface runoff waters (surface pitch shall be shown);
- o. Location of proposed or existing streets and curbs, sidewalks, easements, and rights-of-way;
- p. Location, size, and elevation of proposed or existing sanitary sewers, storm sewers, water mains, hydrants, gas lines, underground power and communication lines, catch basins, drywells, manholes, and any other appurtenances.
- q. Location and approximate diameter of existing trees, together with their common names, the total number of trees to be planted, common names, planting depths, backfill materials, trees to be removed, and trees to remain after development. Furthermore, all proposed landscaping shall be in accordance with other landscaping requirements of this ordinance.
- r. Location, height, and type of materials used for common fences, or fences designed to screen motor vehicle lights so as to prevent illumination of residential areas;
- s. Location and size of retaining walls and the type of materials to be used in construction;
- t. Delineation of parking lots, driveways and approaches, parking areas and spaces, outside storage, rubbish and garbage areas, loading areas, and pavement surfacing and screening thereof;
- u. Directions of vehicular traffic flow to, from, and within the area, together with traffic control signs, signals, and markings;
- v. Locations, height, and type of all outside lighting including street lighting and sign lighting;
- w. Locations, size, height and overall dimensions of existing or proposed outside signs;
- x. Location of floodway/floodplain, wetlands, stormwater management and erosion control in accordance with Article 10.

- y. Additional information to be placed on the site plan beyond the requirements listed above may be required by the Village ~~Building Official~~.
5. The applicant shall complete a Development Escrow Agreement with the Village in accordance with Section 8.01.02 of this Ordinance, to ensure reimbursement of professional service expenses associated with application review

11.0311.04 Site Plan Review Procedure

After the plan is filed in conformance with this Ordinance, ~~the Village Administrator or designee Building Official~~ shall transmit for review and written comment a copy of the plan, or relevant portions thereof, to the Village Building Official, Public Works Director, Village Engineer, Win-Bur-Sew Fire Protection District Fire Chief, ~~Rock River Water Reclamation~~ Four Rivers Sanitary District and any other appropriate village staff with ten (10) working days following the filing of site plan. The Staff shall review the site plan for conformance with Village of Winnebago requirements and shall provide the Village ~~Administrator or designee Building Official~~ with written comments thereon within ten (10) working days of receipt of the plan. The Village Building Official shall either approve or deny the plan within thirty (30) days after said site plan is filed. If said plan is denied, the Village Building Official shall specify in writing the reasons for said denial, which may be cured upon the filing of amended plans, or portions thereof.

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Site plans shall be reviewed and approved by the Village Building Official after receiving approval from the Public Works Director, Village Engineer, Fire Chief, and other Village staff, and in accordance with the following:

1. Compliance of the site plan with the requirements of this ordinance.
2. The Village Building Official shall review and, if correct, approve the site plan for conformance with:
 - a. Building codes and other applicable ordinances relating to building construction;
 - b. Building setback and height requirements;
 - c. Lot area and lot coverage standards;
 - d. Required off-street parking space and dimensional standards;
 - e. Sign size and location requirements;
 - f. Landscaping, screening, and tree preservation requirements;
 - g. Additional characteristics of site design as deemed appropriate.
3. The Public Works Director and Village Engineer shall review and, if correct, approve the site plan for conformance with:
 - a. Public and private street right-of-way and width requirements;
 - b. Curb cut location and design standards;
 - c. Location of pavement and structural standards for parking areas and sidewalks;
 - d. Traffic and pedestrian circulation systems;
 - e. Any required traffic impact studies;
 - f. In conjunction with Fire Chief, any required fire flow studies;
 - g. Grading, drainage, erosion control, and floodplain requirements;
 - h. Storm sewer;
 - i. Sanitary sewer main lines and lateral connections, sanitary lift stations, water main lines, hydrants, and services.

- ~~4.~~ The Village Building Official and Public Works Director shall review and, if correct, approve the site plan for:
- a. Accessibility of fire fighting vehicles and equipment;
 - ~~j.~~~~a.~~ The provision of adequate fire hydrant locations;
 - ~~k.~~~~b.~~ Conformance with building structural standards and improvements with respect to fire codes and requirements.

~~11.04~~11.05 Administrative Procedures

The following procedures shall apply to assure compliance with the site plan:

- ~~1.~~ No departure from the approved plan shall be permitted without the express written consent of the Village Building Official, who shall first receive the concurrence of the appropriate Village officials prior to rendering a decision. The land area of a site developed pursuant to an approved plan shall not thereafter be enlarged or reduced in size, and no substantial change shall thereafter be made to any of the structures or facilities approved on the original site plan without submission of a new plan. The procedures for review and approval or disapproval of a new or revised plan shall be the same as for the initial application.
- ~~4.~~~~2.~~ A building permit shall not be issued for a project requiring Site Plan Review until the Village Building Official has approved the site plan in accordance with this Article. However, the Village Building Official may, at their discretion and with the concurrence of other appropriate Village officials, authorize partial or phased permits for specific components of the project that are unaffected by any outstanding site plan review issues, provided such work is consistent with the overall intent of the ordinance and does not preclude necessary revisions to the remaining portions of the site plan.
- ~~2.~~~~3.~~ The Village Building Official shall not issue an Occupancy Certificate in accordance with this ordinance, for a building until satisfied that the construction and development has substantially complied with the plan, these regulations and other applicable ordinances of the Village.



Agenda Item Executive Summary

Item Name AN ORDINANCE ADOPTING UPDATES TO THE PERSONNEL POLICY Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The attached ordinance updates the Village's Personnel Policy to incorporate two key changes. First, it permanently affirms the 30-minute paid lunch break, initially implemented on a trial basis, based on its demonstrated positive impact on employee morale and operations. Second, it formally adopts revisions to Section 11-4 (Holidays) and adds a new Section 11-15 (Sick and Vacation Time Donation Policy). The holiday section has been clarified to ensure consistency across departments and employee classifications. The new leave donation policy allows employees to voluntarily contribute accrued sick or vacation time to coworkers facing medical or personal hardships. While the lunch break and donation policy take effect immediately, the holiday policy updates will be implemented starting January 1, 2026, to allow for planning and budgeting.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance
Updated Personnel Policy (Clean)
Updated Personnel Policy (Redline)

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2025-__, AN ORDINANCE ADOPTING UPDATES TO THE PERSONNEL POLICY OF THE VILLAGE OF WINNEBAGO, ILLINOIS

Staff: Joseph Dienberg, Village Administrator Date: 4/2/2025

ORDINANCE NO. _____

AN ORDINANCE ADOPTING UPDATES TO THE PERSONNEL POLICY OF THE VILLAGE OF WINNEBAGO, ILLINOIS

WHEREAS, the Village of Winnebago adopted Ordinance 2024-21, establishing a process for updating the Village Personnel Policy and providing the Village Administrator with certain administrative authorities related to personnel matters; and

WHEREAS, the Village Administrator, in consultation with Department Heads, has reviewed the current Personnel Policy and recommends additional amendments to address clarifications, operational equity, and internal feedback received since the adoption of Ordinance 2024-21; and

WHEREAS, the Village Administrator and Department Heads have monitored the implementation of the paid lunch period as authorized under Ordinance 2024-21 and found it to be effective and beneficial to employee morale and operations; and

WHEREAS, the Village Board wishes to affirm and permanently adopt the paid lunch policy and approve new or amended policy sections as recommended by staff;

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

SECTION 1. ADOPTION OF UPDATED PERSONNEL POLICY

The 30-minute paid lunch break, initially implemented on a trial basis under Ordinance 2024-21, is hereby affirmed as a permanent provision within the Personnel Policy. The change shall remain in full effect without further review unless otherwise directed by the Village Board.

SECTION 2. ADOPTION OF AMENDED POLICY SECTIONS

The Village Board hereby adopts the amended and additional sections to the Personnel Policy as set forth in the attached Exhibit A, including:

- Revisions to Section 11-4, Holidays, to clarify pay standards across departments and employment types; and
- The creation of Section 11-15, Sick and Vacation Time Donation Policy, establishing a process by which employees may donate leave to coworkers experiencing medical or personal hardships.

SECTION 3. EFFECTIVE DATE

The affirmation of the paid lunch break shall be effective immediately upon passage and publication of this Ordinance. All other amendments referenced in Section 2 shall take effect on January 1, 2026, to allow for internal implementation, proper budgeting, and employee communication.

SECTION 4. SEVERABILITY

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

SECTION 5. REPEAL

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

SECTION 6. EFFECTIVE DATE

This ordinance shall become effective immediately upon passage by the Board of Trustees of the Village of Winnebago, and publication of the same in pamphlet form. All administrative changes contained herein shall be deemed effective immediately upon the enactment of this Ordinance. The Village Administrator, in consultation with Payroll Staff and Department Heads, is hereby directed to oversee and coordinate the implementation of any provisions within this Ordinance that require a phased or hybrid approach. The affirmation of the paid lunch break shall remain in full effect immediately. The Sick and Vacation Time Donation Policy, as outlined in Section 11-15 of Exhibit A, shall be effective immediately. The adjustments related to holiday pay, as detailed in the amended Section 11-4 of the Personnel Policy, shall be implemented beginning January 1, 2026, to align with the Village’s budgeting process. The Village Administrator shall ensure that all provisions are communicated to staff and implemented in a manner that promotes equity and consistency across departments.

APPROVED this _____ day of _____, 2024

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

Personnel Policy 11-4. Holidays

The Village shall celebrate 10 holidays with pay for regular, full-time employees. The holiday schedule for the given year will be set by the Village Administrator; however, traditionally the following holidays have been provided by the Village:

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

For those that work traditional office hours (Monday- Friday), In the event a holiday falls on a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday, except for Easter, which will be recognized on Good Friday.

For Employees that work non traditional Schedules (Police Officers/Public Works), the holiday will be considered the date of the legal holiday.

Employees who are called in to respond to an emergency on the actual date of a legal holiday, but who otherwise work a traditional schedule and receive holiday pay on an alternate day (e.g., the observed holiday), shall receive one and one-half (1½) times their regular straight time hourly rate of pay for all hours worked on the legal holiday. However, they shall not receive additional holiday pay for that day, having already received it on the observed date.

Regular part-time employees will be paid for hours normally worked if the holiday falls on a regularly scheduled workday. Temporary, seasonal, or intern employees who are hired for a specific purpose are not eligible for this benefit.

If any holiday mentioned above falls on a full-time employee's regularly scheduled day off, that employee will be paid the number of hours normally worked at the respective employee's regular hourly rate as holiday pay.

When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited

Full-time employees, including full-time police officers, who are either scheduled to work on any designated holiday or not scheduled but are called in to work on the holiday, shall receive the overtime rate of pay in addition to the holiday pay for actual hours worked. Full-time employees who are scheduled to work on the actual day of a holiday shall receive one and one-half (1 ½) times their regular straight time hourly rate of pay for all hours worked in addition to their regular holiday pay.

For full-time employees, except police officers, the holiday shall be defined as beginning twelve (12) midnight (00:00 hours) the day of the holiday and ending at 11:59 p.m. (23:59 hours) the same day. For full-time police officers, the holiday shall be defined as beginning at 6:00 a.m. (06:00 hours) the day of the holiday and ending at 5:59 a.m. (05:59 hours) the day after the holiday.

NEW SECTION: Personnel Policy 11-15. Sick and Vacation Time Donation Policy

Purpose:

The Village of Winnebago recognizes that employees may experience serious medical conditions or unforeseen circumstances that exhaust their accrued sick leave. To support our team members, this policy establishes a process for employees to voluntarily donate a portion of their accrued sick or vacation leave to assist eligible colleagues in need.

Eligibility:

1. Any full-time employee who has exhausted all accrued sick leave, vacation time, and compensatory time due to a serious medical condition or other extenuating circumstances may apply to receive donated leave.
2. The recipient employee must provide documentation of the need for extended leave, such as medical certification or other relevant documentation. Approval from the employee’s Department Head is required, with written confirmation and supporting documentation submitted to the Deputy Clerk to be included in the employee’s personnel file.
3. The donation of sick or vacation time is strictly voluntary and may not be coerced or solicited. Any communication regarding the need for donations will be coordinated by the Department Head or Human Resources, only with the recipient employee’s written consent to share relevant information.

Donation Guidelines:

1. Only full-time employees with a minimum balance of 80 hours of a combined accrued sick leave or vacation leave may donate time. Full-time police officers, whose pay period is based on an 84-hour schedule, must maintain a combined minimum balance of 84 hours of accrued sick or vacation leave.
2. Donations must be made in increments of 4 hours, with a maximum donation of 40 hours per calendar year per donor. 42 hours for non-exempt full-time police employees.
3. Donated sick or vacation time will be transferred on an as-needed basis and used only after the recipient has exhausted all personal leave balances.
4. The donating employee’s combined sick or vacation leave balance may not fall below 40 hours for non-police employees or 42 hours for full-time police officers as a result of their donation.
5. Donated hours will be converted from the donor’s hourly rate to the recipient’s hourly rate to ensure equitable value is transferred (e.g., if the donor’s hourly rate is \$30 and they donate 4 hours, the total value is \$120; if the recipient’s hourly rate is \$20, they will receive 6 hours of leave time, equivalent to the \$120 donation). When the converted

value does not result in a whole number, the recipient's credited time will be rounded to the nearest half hour.

Approval Process:

1. An employee wishing to donate sick or vacation time must complete a Leave Donation Form and submit it to their Department Head for initial approval.
2. The Department Head will review the request to ensure compliance with policy guidelines before forwarding it to the Village Administrator for final approval.
3. Upon approval, deputy clerk or designee will process the transfer and notify both the donor and recipient.
4. Donated leave is irrevocable once transferred and may only be used for approved medical or hardship-related absences. Any unused donated leave will be forfeited by both parties if it remains unused after six (6) months, or once the recipient's combined sick and vacation leave balance is restored to at least 40 hours (42 hours for full-time police officers). Unused donated leave cannot be returned to the donor.

Confidentiality:

All requests for donated leave and any related medical documentation will be kept confidential, shared only with those necessary to administer the program.

Limitations and Conditions:

1. Donated sick or vacation time cannot be converted to cash, transferred to another agency, or used for purposes other than approved leave.
2. Participation in this program does not guarantee continued employment or extend an employee's leave beyond what is legally permissible.
3. The Village Administrator may modify, suspend, or terminate this program at any time based on operational needs or legal considerations.

Personnel Policy 11-4. Holidays

The Village shall celebrate 10 holidays with pay for regular, full-time employees. The holiday schedule for the given year will be set by the Village Administrator; however, traditionally the following holidays have been provided by the Village:

- New Year’s Day January 1st
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For those that work traditional office hours (Monday- Friday), In the event a holiday falls on a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday, except for Easter, which will be recognized on Good Friday.

For Employees that work non traditional Schedules (Police Officers/Public Works), the holiday will be considered the date of the legal holiday.

Employees who are called in to respond to an emergency on the actual date of a legal holiday, but who otherwise work a traditional schedule and receive holiday pay on an alternate day (e.g., the observed holiday), shall receive one and one-half (1½) times their regular straight time hourly rate of pay for all hours worked on the legal holiday. However, they shall not receive additional holiday pay for that day, having already received it on the observed date.

Regular part-time employees will be paid for hours normally worked if the holiday falls on a regularly scheduled workday. Temporary, seasonal, or intern employees who are hired for a specific purpose are not eligible for this benefit.

If any holiday mentioned above falls on a full-time employee's regularly scheduled day off, that employee will be paid the number of hours normally worked eight (8) hours of pay at the respective employee's regular hourly rate as holiday pay.

When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited

Full-time employees, ~~except for including~~ full-time police officers, who are either scheduled to work on any designated holiday or not scheduled ~~to work on any designated holiday~~ but are called in to work on the holiday, shall receive the overtime rate of pay in addition to the holiday pay for actual hours worked. Full-time employees who are scheduled to work on the actual day of a holiday shall receive one and one-half (1 ½) times their regular straight time hourly rate of pay for all hours worked in addition to their regular holiday pay.

~~When a full-time officer's regular workday falls on the actual day of a holiday, the full-time officer shall receive one and one-half (1 ½) times the police officer's regular straight time hourly rate of pay for all hours worked in addition to the eight (8) hours of holiday pay, as provided above. When a full-time officer is called in from his/her regular day off on the actual day of a holiday, the police officer shall be paid at an overtime rate of one and one-half (1 ½) times his or her regular straight time hourly rate of pay for all hours worked in addition to the eight (8) hours of holiday pay.~~

For full-time employees, except police officers, the holiday shall be defined as beginning twelve (12) midnight (00:00 hours) the day of the holiday and ending at 11:59 p.m. (23:59 hours) the same day. For full-time police officers, the holiday shall be defined as beginning at 6:00 a.m. (06:00 hours) the day of the holiday and ending at 5:59 a.m. (05:59 hours) the day after the holiday.

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Purpose:

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Eligibility:

1. Any full-time employee who has exhausted all accrued sick leave, vacation time, and compensatory time due to a serious medical condition or other extenuating circumstances may apply to receive donated leave.
2. The recipient employee must provide documentation of the need for extended leave, such as medical certification or other relevant documentation. Approval from the employee’s Department Head is required, with written confirmation and supporting documentation submitted to the Deputy Clerk to be included in the employee’s personnel file.
3. The donation of sick or vacation time is strictly voluntary and may not be coerced or solicited. Any communication regarding the need for donations will be coordinated by the Department Head or Human Resources, only with the recipient employee’s written consent to share relevant information.

Donation Guidelines:

1. Only full-time employees with a minimum balance of 80 hours of a combined accrued sick leave or vacation leave may donate time. Full-time police officers, whose pay period is based on an 84-hour schedule, must maintain a combined minimum balance of 84 hours of accrued sick or vacation leave.
2. Donations must be made in increments of 4 hours, with a maximum donation of 40 hours per calendar year per donor. 42 hours for non-exempt full-time police employees.
3. Donated sick or vacation time will be transferred on an as-needed basis and used only after the recipient has exhausted all personal leave balances.
4. The donating employee’s combined sick or vacation leave balance may not fall below 40 hours for non-police employees or 42 hours for full-time police officers as a result of their donation.
5. Donated hours will be converted from the donor’s hourly rate to the recipient’s hourly rate to ensure equitable value is transferred (e.g., if the donor’s hourly rate is \$30 and they donate 4 hours, the total value is \$120; if the recipient’s hourly rate is \$20, they will receive 6 hours of leave time, equivalent to the \$120 donation). When the converted

value does not result in a whole number, the recipient's credited time will be rounded to the nearest half hour.

Approval Process:

1. An employee wishing to donate sick or vacation time must complete a **Leave Donation Form** and submit it to their Department Head for initial approval.
2. The Department Head will review the request to ensure compliance with policy guidelines before forwarding it to the Village Administrator for final approval.
3. Upon approval, deputy clerk or designee will process the transfer and notify both the donor and recipient.
4. Donated leave is irrevocable once transferred and may only be used for approved medical or hardship-related absences. Any unused donated leave will be forfeited by both parties if it remains unused after six (6) months, or once the recipient's combined sick and vacation leave balance is restored to at least 40 hours (42 hours for full-time police officers). Unused donated leave cannot be returned to the donor.

Confidentiality:

All requests for donated leave and any related medical documentation will be kept confidential, shared only with those necessary to administer the program.

Limitations and Conditions:

1. Donated sick or vacation time cannot be converted to cash, transferred to another agency, or used for purposes other than approved leave.
2. Participation in this program does not guarantee continued employment or extend an employee's leave beyond what is legally permissible.
3. The Village Administrator may modify, suspend, or terminate this program at any time based on operational needs or legal considerations.