



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Monday, July 08, 2024 at 6:00 PM

108 West Main Street and Virtually

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

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

1. RECORDING OF THE MEETING

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. MEETING GUIDELINES

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

6. ESTABLISHMENT OF A QUORUM

7. DISCLOSURE OF ANY CONFLICT OF INTEREST

8. CHANGES TO AGENDA

9. APPROVAL OF CHANGES TO AGENDA

10. PUBLIC COMMENT

A written request to address the Village Board by non-members must be submitted via mail, hand delivery, or telefax such that the request arrives at the Village of Winnebago Office located at 108 West Main Street, Winnebago, Illinois, 61088, by 12:00 Noon the last business day before the day of the meeting scheduled by the Village authorities in which you would like to participate. Max of 3 min per speaker and 18 minutes total, except for Public Hearing where 30 minutes is allowed.

11. CONSENT AGENDA

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

12. APPROVAL OF MINUTES

- [a.](#) *Approval of Board Trustees Meeting Minutes from June 10, 2024

13. APPROVAL OF BILLS

- [a.](#) *Approval of Invoices Presented for Payment - \$142,792.17
Invoices over \$5,000.00 - \$120,106.70
- [b.](#) *Post-Board Packet bills for approval within 30 days of receipt, per Local Government Prompt Payment Act (50 ILCS 5051)

14. PRESIDENT

- [a.](#) Officer William "Randy" Smith Retirement Proclamation
- [b.](#) Update Signors listed on the Bank Accounts for the Village of Winnebago

15. CLERK'S REPORT

- [a.](#) Request to Approve for Release for Public Inspection the Closed Session Minutes as specified in the Resolution.

16. TREASURER'S REPORT

- [a.](#) *Approval of Line Item Transfers
- [b.](#) July Treasurer's Report

17. ADMINISTRATIVE REPORTS

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

18. QUESTIONS FROM TRUSTEES/STAFF

19. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

- [a.](#) Four Rivers Presentation
- [b.](#) Cunningham Water Main Replacement Project
- [c.](#) Church & Goodling Easement Ordinances

20. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

- [a.](#) Ordinance Adopting Demolition Permit Requirements and Demolition Rules and Conditions

21. POLICE COMMITTEE/REPORTS/REQUESTS

22. FINANCE COMMITTEE/REPORTS/REQUESTS

23. LIQUOR COMMITTEE/REPORTS/REQUESTS

- a.** Pedal Bus Liquor Ordinance Amendment

24. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

25. ZONING COMMISSION/REPORTS/REQUESTS

26. ATTORNEY

- a.** First Reading of Ordinances
- b.** Ordinance Modifying Public Comment Requirements

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

28. NEW BUSINESS

29. TABLED/DEFERRED ITEMS

30. ADJOURNMENT

**Posted: July 3, 2024 at 1:15 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491
/s/ Kellie Symonds, Deputy Clerk**

The Board of Trustees of the Village of Winnebago met in person June 10, 2024, at 6:00 P.M. with President Franklin J. Eubank, Jr. presiding. The link for the employees and the public to attend remotely was made available through GoToMeeting.

ROLL CALL: ACKERMAN – LEFEVRE - MCKINNON –PITNEY -present

Guests in person: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Sergeant Nick Haff, Public Works Director Chad Insko, Treasurer Dana Novinson, Duane Springer, John Kim, Andrew Smith, Mary MacKenzie-Swafford, Jo Ellen Ryan, Kyle Falconer, Robb Firch. Attending remotely Fehr Graham Engineer Luke Ziegler.

A quorum was established.

No conflict of interest was noted.

A motion was made by MR. LEFEVRE, seconded by MR. MCKINNON to remove 19a, Easement for Water Main Looping from the agenda. Motion carried on a unanimous roll call vote. It was noted by Mr. Dienberg that the agenda has been reordered from past agendas.

PUBLIC COMMENT

Jo Ellen Ryan asked the Board to explain the burning regulations. The President explained the Ordinance set out the regulation of what and when a fire can be started on a resident's property. She asked if there is any requirement to not start a fire on windy days. There is no regulation, only common sense on windy days. She was given a copy of the ordinance, and it was recommended she contact the Police when there is a problem in her neighborhood.

Kyle Falconer, a neighbor of Jo Ellen Ryan, explained a neighbor has a fire almost everyday burning plastics and other garbage. She requested that there be ramifications for not following the burning ordinance.

14. PRESIDENT

President Eubank introduced two men for consideration to fill the positions of Mrs. O'Rourke and Mr. Graham who have both resigned their Trustee positions. Andrew Smith explained he has lived in Winnebago for six years. He is an attorney with Cicero, France, and Alexander firm. John Kim has lived in Winnebago for three years. He is an attorney in private practice.

President Eubank explained the Board has thirty days to consider his appointments. After discussion, they accepted the appointments.

15. CLERK'S REPORT

The Clerk swore in Mr. Kim and Mr. Smith, and they took their place at the table.

11. CONSENT AGENDA

A motion was made by MR. LEFEVRE, seconded by MR. ACKERMAN to approve the Consent Agenda. Motion carried on a unanimous roll call vote. MR. ACKERMAN asked why the Four Rivers Sanitary Authority invoice was so high.

12. APPROVAL OF THE MINUTES

*a. Approval of Minutes of May 13, 2024

- *b. Approval of Committee of the Whole Meeting Minutes of May 13, 2024

13. APPROVAL OF THE BILLS

- *a. Approval of Invoices Presented for Payment \$267,946.40
Invoices over \$5,000 - \$245,560.10 (included in the above total)
- *b. Post-Board Packet bills for approval within 30 days of receipt, per Local Government Prompt Pay Act (50 ILCS 5051)
 - *i. Approval of Invoices and Payment to Illinois Municipal League for \$122.00 – Purchase of Handbooks/Publications

16. TREASURER'S REPORT

- *a. June Treasurer's Report

21. POLICE COMMITTEE

- *a. Firecracker 5k Road Closure
- *b. 4th of July Parade Road Closure

18. QUESTIONS FROM TRUSTEES/STAFF

There were no questions from Trustees or Staff

19. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

20. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE/PLANNING & ZONING/4TH OF JULY

21. POLICE COMMITTEE/REPORTS/REQUESTS

c. A motion was made by MR. LEFEVRE, seconded by MR. PITNEY to adopt Ordinance 2024-06 AN ORDINANCE PROVIDING FOR THE USE AND OPERATION OF PEDAL BUSES WITHIN THE CORPORATE LIMITES OF THE VILLAGE OF WINNEBAGO, ILLINOIS. The motion was amended and seconded by the same Trustees. The ordinance is subject to the amendment that the hours of operation from 7:00 a.m. to sunset be included, that it be indicated that it is primarily by pedal power but with some battery assist allowed, and that it bears a slow-moving sign and flag. As far as the route is considered, it would instead read that it is not allowed north of Landmark Drive and would be the same route as the UTV.

22. FINANCE COMMITTEE/REPORTS/REQUESTS

a. A motion was made by MR. MCKINNON, seconded by MR. ACKERMAN to adopt Resolution 2024-15R A RESOLUTION AUTHORIZING EXPENDITURES AND AUTHORIZING THE VILLAGE ADMINISTRATOR, TREASURER, OR THEIR DESIGNEES TO EXECUTE ANY AGREEMENTS NECESSARY FOR THE AUDIT. The motion was amended and seconded by the same Trustees to approve signing the engagement letter with the contract being for one year with the understanding year two and three may not be included. The amended motion carried on a unanimous roll call vote.

b. A motion was made by MR. MCKINNON, seconded by MR. PITNEY to adopt Ordinance 2024-07 AN ORDINANCE AMENDING ELECTED OFFICIAL COMPENSATION FOR THE VILLAGE OF WINNEBAGO. Motion carried on a unanimous roll call vote.

23. LIQUOR COMMITTEE/REPORTS/REQUESTS

24. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

25. ZONING COMMISSION/REPORTS/REQUESTS

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

27. NEW BUSINESS

a. Statewide the legislature has removed the grocery tax effective January 1, 2026. It would amount to about \$70,000 to \$120,000 reduction to the Village per year. Illinois Municipal League is putting together information for municipalities about this.

MR. LEFEVRE asked if Committee of the Whole will eliminate the need for committees? This will be discussed at the Committee of the Whole meeting June 26, 2024, at 6:00 p.m.

A motion was made by MR. LEFEVRE, seconded by MR. PITNEY to adjourn at 7:21 p.m. Motion carried on a voice vote.

UNAPPROVED

Sally J. Huggins, Village Clerk

FINANCE STATEMENT REPORT

July 08, 2024
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - \$ 142,792.17

Section 2: Invoices over \$5,000 - \$ 120,106.70

** Invoices are available for inspection and review**

Cash Reports

Section 3: Cash Balances as of May 31, 2024

Monthly Cash Flow Report

Credit Card Statement Recap

Bank Reconciliations Nov 2023 – Feb 2024

Budget Details

Section 4: Revenue & Expenditures Report as of 06/30/2024

Line-Item Transfers

Section 5: Proposed Line-Item Transfers - 0

Construction in Progress & other Tracking

Section 6: Monthly Payments for Construction Projects

ComEd Utility Tax Tracking

Sullivan's Tax Rebate Tracking

Large Purchase Tracking

Grant Tracking

Village Debt

Village Revenue

WARRANT LIST

Invoices Presented
For Board Approval

Total Invoices: \$ 142,792.17

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/08/2024 THRU 7/08/2024

Section 13. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000348	A TO Z TOWING, INC.							
I-9423889-1	SQUAD 222 SERVICING	R	7/08/2024	75.00		025942		75.00
016055	AIRGAS USA, LLC D/B/A ENCOMPAS							
I-5508082110	CYLINDER RENTAL	R	7/08/2024	24.93		025943		24.93
000075	AUTUMN SUPPLY							
I-016618	WHITE/YELLOW STRIPING PAINT	R	7/08/2024	447.54		025944		447.54
000108	BADGER METER INC							
I-80161112	ORION CELLULAR UNITS	R	7/08/2024	929.10		025945		929.10
000229	BENNING GROUP, LLC							
I-55332	2023 AUDIT	R	7/08/2024	13,000.00		025946		13,000.00
000367	CITY OF ROCKFORD							
I-7500366	WATER ANALYSIS	R	7/08/2024	160.00		025947		160.00
000460	CORE & MAIN LP							
I-U984558	CLAYXAC/DI CPLG X4	R	7/08/2024	114.20		025948		114.20
000038	DIAMOND PROPERTY MAINTENANCE,							
I-24020	APRIL CLEANING	R	7/08/2024	160.00		025949		
I-24022	MAY CLEANING	R	7/08/2024	160.00		025949		320.00
000667	DIENBERG, JOEY							
I-202406122451	FEB 22- JUNE 6 MILEAGE REIMBUR	R	7/08/2024	176.61		025950		176.61
000024	FEHR-GRAHAM & ASSOCIATES							
I-123637 PRJ: 22-837	S CHURCH & S GOODLING LOOPING	R	7/08/2024	1,000.00		025951		
I-123649 PRJ: 24-125	24 GENERAL ENGINEERING LABOR	R	7/08/2024	955.75		025951		
I-123650 PRJ:24-271A	24 MFT CONSTRUCTION	R	7/08/2024	555.50		025951		2,511.25
016040	FERGUSON WATER WORKS SUPPLY							
I-0494610	FLPI INK PINK MARK PAINT WTR	R	7/08/2024	221.04		025952		221.04
000546	FURST STAFFING							
I-2000076720	BABLER- WEEK ENDING: 6/2/24	R	7/08/2024	395.25		025953		
I-2000076769	BABLER- WEEK ENDING: 6/9/24	R	7/08/2024	816.85		025953		
I-2000076915	BABLER: WEEK ENDING 6/16/24	R	7/08/2024	790.50		025953		2,002.60
000536	GILL'S FREEPORT DISPOSAL							
I-22989399T087	JUNE GARBAGE STATEMENT	R	7/08/2024	18,609.78		025954		18,609.78

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/08/2024 THRU 7/08/2024

Section 13. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000669	GREENLIGHT FLORAL LLC							
I-VOW 4-24	APRIL-PITNEY, MCKINNON, ADMIN	R	7/08/2024	241.75		025955		241.75
000552	ILLINOIS ENVIROMENTAL PROTECTI							
I-19 PRJ: L17-1468	DRINKING WATER PRJ 19/37	R	7/08/2024	48,969.92		025956		48,969.92
000091	ILLINOIS RURAL WATER ASSOCIATI							
I-3531	ILRWA MEMBERSHIP 7/2024-6/2025	R	7/08/2024	517.50		025957		517.50
000525	J & R SUPPLY INC.							
I-2404714-IN	TPS SADDLE	R	7/08/2024	820.00		025958		820.00
000349	JACK'S TIRE							
I-1-334019	GY EAGLE ENFORCER A/W V	R	7/08/2024	146.00		025959		146.00
000412	LEXISNEXIS RISK DATA MANAGEMEN							
I-1351314-20240531	CONTRACT FEE	R	7/08/2024	89.50		025960		89.50
000358	LINCOLN RENTAL & SALES							
I-499452	X SHAPE, MOTO MIX	R	7/08/2024	79.94		025961		79.94
000639	LRS, LLC							
I-PS601002	RENTAL- MEMORIAL PARK	R	7/08/2024	137.50		025962		137.50
000307	MANHEIM, CASPER							
I-24-07	JULY CODE ENFORCEMENT	R	7/08/2024	960.00		025963		
I-24-07B	JULY BUILDING INSPECTOR	R	7/08/2024	1,000.00		025963		1,960.00
000731	MENARDS - CHERRY VALLEY							
I-57402	PAPER PRODUCT, BATTERIES, AJAX	R	7/08/2024	247.07		025964		247.07
000035	NAPA AUTO PARTS							
I-660683	IGNITION CNTRL, RELAY	R	7/08/2024	102.97		025965		
I-661396	FUEL/AIR/OIL FILTERS	R	7/08/2024	192.45		025965		295.42
000496	NORTHSTAR GRAPHICS							
I-7239	NAMEPLATES:KIM, DIENBERG, SMITH	R	7/08/2024	87.50		025966		87.50
000365	OLSON TREE SERVICE							
I-249 2024	REMOVE MAPLE-PECATONICA ST	R	7/08/2024	1,700.00		025967		
I-250	BENTON AND BLUFF BRANCHES	R	7/08/2024	700.00		025967		2,400.00
000298	PACE ANALYTICAL SERVICES, LLC							
I-247206830	FLUORIDE BY PROBE	R	7/08/2024	61.50		025968		61.50

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/08/2024 THRU 7/08/2024

Section 13. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000647	PHYSICIANS IMMEDIATE CARE MACH							
I-4398215	PRE-EMPLOY EXAM: NICHOLS	R	7/08/2024	170.00		025969		170.00
000527	PITNEY CONSTRUCTION							
I-202406262457	201 WINNEBAGO ST SIDEWALKS	R	7/08/2024	5,600.00		025970		
I-202406262458	DICKERSON ST SIDEWALK REPAIRS	R	7/08/2024	3,360.00		025970		
I-202406262461	DAVID DR SIDEWALK REPAIR X5	R	7/00/2024	2,400.00		025970		11,360.00
000051	POSTMASTER							
I-202406172453	POSTAGE FOR WATER BILLING	R	7/08/2024	675.00		025971		675.00
000428	R K DIXON							
I-IN5265634	WASTE TONER BOTTLE	R	7/08/2024	65.00		025972		65.00
000357	R.J. BOWERS DISTRIBUTORS, INC.							
I-0305682	PUMP, UNLOADER, THERMAL RELIEF	R	7/08/2024	1,011.75		025973		
I-0306053	DIRTBLASTER, PLUG, ADAPTOR	R	7/08/2024	137.75		025973		
I-0306094	HYDRA-FLEX RIPSAP	R	7/08/2024	513.25		025973		1,728.75
016045	RAY O'HERRON CO., INC.							
C-2350189	TACTICAL PANTS- INV 2349915	R	7/08/2024	69.99CR		025974		
I-2346778	NICHOLS-VEST, PATCH, NAMETAPE	R	7/08/2024	27.33		025974		
I-2349915	PANTS, HOLSTER, SHIRTS	R	7/08/2024	1,013.58		025974		970.92
000291	ROCK VALLEY CULLIGAN							
I-0663924	COOLER RENTAL JUNE	R	7/08/2024	43.45		025975		43.45
000017	ROCK VALLEY PUBLISHING							
I-457294	ANNUAL TREASURER REPORT	R	7/08/2024	361.00		025976		361.00
000422	ROCKFORD INFORMATION TECHNOLOG							
I-37866	POWEREDGE SERVER RES 24-02R	R	7/08/2024	17,750.00		025977		
I-38411	DELETE PRIOR TRUSTEE-GRAHAM	R	7/08/2024	190.00		025977		
I-38425	MAY CLOUD BACKUP	R	7/08/2024	30.00		025977		
I-38448	CONNECTION ISSUES FRONT OFFICE	R	7/08/2024	115.00		025977		
I-38449	KELLIE/RACHEL SEARCH ISSUES	R	7/08/2024	50.00		025977		
I-38566	INSTALLING FANS FOR SERVER	R	7/08/2024	155.00		025977		
I-38567	SETUP FOR NOVINSON ACCESS	R	7/08/2024	50.00		025977		
I-38568	SETUP NOVINSON PC/LAPTOP	R	7/08/2024	285.00		025977		
I-38635	SETUP TEAMS FOR HUGGINS	R	7/08/2024	25.00		025977		
I-38658	RESET TRUSTEE LAPTOP	R	7/08/2024	190.00		025977		
I-38669	ACRONIS CLOUD BACKUP JUNE 24	R	7/08/2024	60.00		025977		
I-38674	DATTO CLOUD BACKUP JUNE 24	R	7/08/2024	140.00		025977		
I-38676	JUNE REMOTE MONITOR/ANTIVIRUS	R	7/08/2024	127.00		025977		19,167.00

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/08/2024 THRU 7/08/2024

Section 13. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
SHARE	SHARE CORPORATION							
I-270446	INVERTED TIP PRECAUTION BLUE	R	7/08/2024	388.52		025978		388.52
000830	STATE CHEMICAL SOLUTIONS							
I-903362613	WEED KILLER, BATTERIES, KIT	R	7/08/2024	1,196.58		025979		1,196.58
000260	STRAND ASSOCIATES, INC.							
I-0211462	SOURCE WATER PROTECTION PLAN	R	7/08/2024	1,350.00		025980		1,350.00
000571	SUBSURFACE SOLUTIONS							
I-24937	MAPS MONTHLY SUBSCRIPTION	R	7/08/2024	660.00		025981		660.00
000825	SULLIVAN'S FOODS							
I-202406262462	MAY SULLIVAN'S STATEMENT	R	7/08/2024	210.85		025982		210.85
000484	THE POLICE AND SHERIFFS PRESS							
I-193287	ID CARDS- ZIMMERMAN, OFFILL	R	7/08/2024	32.60		025983		32.60
000801	TOP NOTCH BUILDING SUPPLY							
I-2405-705513	2X4X10', FINISH NAIL BULK	R	7/08/2024	149.40		025984		149.40
000623	WANLESS BROTHERS MOVING & STOR							
I-7484	JUNE STORAGE	R	7/08/2024	50.00		025985		50.00
000645	WINDGASSEN, RACHEL							
I-202406262460	REIMBURSE HUTCH REFINISH SUPPL	R	7/08/2024	161.98		025986		161.98
000616	XEROX FINANCIAL SERVICES							
I-5922608	JUNE CONTRACT PAYMENT	R	7/08/2024	316.53		025987		316.53
000590	PYROTECNICO FIREWORKS, INC.							
I-SO-C52690 PT2	FIREWORKS 4/3/24 PYMT 2/2	R	7/08/2024	9,000.00		025988		9,000.00
001004	VILLAGE OF WINNEBAGO							
I-03-4204-01 JUNE 24	600 W SOPER ST	R	7/08/2024	43.04		025989		
I-03-5350-00 JUNE 24	104 W MAIN ST	R	7/08/2024	10.61		025989		
I-03-5380-00 JUNE 24	108 W MAIN ST	R	7/08/2024	13.06		025989		
I-07-1467-00 JUNE 24	400 E MCNAIR RD WELL #3	R	7/08/2024	22.23		025989		88.94

		CHECK	INVOICE	CHECK	CHECK	CHECK		
VENDOR I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS		CHECK AMOUNT	
REGULAR CHECKS:		48		142,792.17	0.00		142,792.17	
HAND CHECKS:		0		0.00	0.00		0.00	
DRAFTS:		0		0.00	0.00		0.00	
Eti:		0		0.00	0.00		0.00	
NON CHECKS:		0		0.00	0.00		0.00	
VOID CHECKS:		0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00	0.00		

TOTAL ERRORS: 0

		NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT	
VENDOR SET: 01	BANK: AP	TOTALS:	48			142,792.17	0.00	142,792.17
BANK: AP	TOTALS:		48			142,792.17	0.00	142,792.17
REPORT TOTALS:		48			142,792.17	0.00	142,792.17	

Section 13. Item #a.

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2024	01 -41-512	OFFICE & COMPUTER EQUIPMEN	7,333.67	16,180	4,334.76		
	01 -41-530	PROFESSIONAL FEES/MISC	302.40	21,500	19,409.04		
	01 -41-531	AUDIT	13,000.00	16,761	3,761.00		
	01 -41-554	PUBLISHING/ADVERTISEMENTS	361.00	1,100	627.37		
	01 -41-560	EMPLOYEE WELFARE	241.75	600	269.12		
	01 -41-562	TRAVEL EXPENSES	176.61	1,950	1,773.39		
	01 -41-653	BUILDING WATER USAGE	13.06	350	202.50		
	01 -41-659	OFFICE SUPPLIES	23.48	3,500	1,497.73		
	01 -41-660	PRINTING	87.50	4,000	3,835.50		
	01 -41-661	OFFICE MAINTENANCE	595.39	8,700	6,474.89		
	01 -42-514	MAINT. SERVICE-STREET	447.54	112,000	84,897.49		
	01 -42-515	MAINT. SERVICE-SIDEWALKS	11,509.40	50,000	32,635.60		
	01 -42-518	MAINT. SERVICE -EQUIPMENT	375.36	14,000	12,878.53		
	01 -42-532	ENGINEERING	955.75	24,000	23,044.25		
	01 -42-535	TREE REMOVAL/TRIMMING	2,400.00	8,000	5,600.00		
	01 -42-651	OPERATING SUPPLIES/MISC. E	50.05	8,000	3,017.79		
	01 -43-470	QUARTERMASTER/UNIFORMS	970.92	6,500	2,725.52		
	01 -43-516	POLICE GARAGE MAINTENANCE	32.98	2,000	1,967.02		
	01 -43-520	SQUAD CAR MAINTENANCE (ALL	221.00	11,000	9,302.84		
	01 -43-530	PROFESSIONAL FEES/MISC.	6,085.30	11,135	10,174.51		
	01 -43-540	NEW HIRE PHYSICAL/PSYCH EX	170.00	2,500	1,260.00		
	01 -43-653	POLICE GARAGE WATER USAGE	10.61	150	61.78		
	01 -43-658	MISC. EXPENSES	34.33	4,000	2,916.40		
	15 -46-502	ENGINEERING - MFT	555.50	48,000	29,791.13		
	17 -47-421	OFFICE SALARIES	200.25	5,614	2,627.63		
	17 -47-422	CODE ENFORCEMENT OFFICER	960.00	12,000	5,280.00		
	17 -47-423	BUILDING INSPECTOR	1,000.00	12,000	5,000.00		
	17 -47-912	COMMUNITY PROJECTS	137.50	170,000	33,057.27		
	51 -44-421	OFFICE SALARIES	1,802.35	82,160	45,251.86		
	51 -44-519	MAINTENANCE SERVICE - EQUI	6,567.66	17,500	1,660.00- Y		
	51 -44-530	PROFESSIONAL FEES/MISC	550.10	2,500	1,157.40		
	51 -44-532	ENGINEERING	2,350.00	180,000	157,211.00		
	51 -44-533	CELLULAR METER MONTHLY FEE	929.10	12,000	5,952.25		
	51 -44-544	IEPA LOAN -WATER TOWER	48,969.92	97,940	0.16		
	51 -44-551	POSTAGE	675.00	15,000	9,731.00		
	51 -44-573	GARBAGE	18,609.78	220,596	109,668.33		
	51 -44-579	WATER ANALYSIS	221.50	7,500	5,061.10		
	51 -44-593	EQUIP/SOFTWARE MAINT/LEASE	660.00	7,500	6,840.00		
	51 -44-651	OPERATING SUPPLIES/MISC. E	3,037.46	55,000	11,044.40		
	51 -44-653	BUILDING WATER USAGE	65.27	750	386.19		
	51 -44-830	SMALL EQUIP. PURCHASE OR R	1,102.68	10,000	6,231.76		
	90 -48-916	FIREWORKS	9,000.00	18,100	0.00		
		TOTAL:	142,792.17				

** DEPARTMENT TOTALS **

ACCT

NAME

AMOUNT

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
01 -1	GENERAL ADMINISTRATIVE	22,134.86
01 -2	STREET DEPARTMENT	15,738.10
01 -3	POLICE	7,525.14

01 TOTAL	GENERAL FUND	45,398.10
15 -6	MFT	555.50

15 TOTAL	MFT FUND	555.50
17 -7	COMMUNITY DEVELOPMENT	2,297.75

17 TOTAL	COMMUNITY DEV FUND	2,297.75
51 -4	BOND - O & M	85,540.82

51 TOTAL	OPERATION & MAINTENANCE	85,540.82
90 -8	EVENTS	9,000.00

90 TOTAL	VILLAGE EVENTS	9,000.00

** TOTAL **		142,792.17

NO ERRORS

WARRANT LIST

Invoices Over \$5,000

\$ 120,106.70

**These invoices are included in the
Section 1 Warrant List**

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/08/2024 THRU 7/08/2024

Section 13. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
000229	BENNING GROUP, LLC							
I-55332	2023 AUDIT	R	7/08/2024	13,000.00		025946		13,000.00
000536	GILL'S FREEPORT DISPOSAL							
I-22989399T087	JUNE GARBAGE STATEMENT	R	7/08/2024	18,609.78		025954		18,609.78
000552	ILLINOIS ENVIROMENTAL PROTECTI							
I-19 PRJ: L17-1468	DRINKING WATER PRJ 19/37	R	7/08/2024	48,969.92		025956		48,969.92
000527	PITNEY CONSTRUCTION							
I-202406262457	201 WINNEBAGO ST SIDEWALKS	R	7/08/2024	5,600.00		025970		
I-202406262458	DICKERSON ST SIDEWALK REPAIRS	R	7/08/2024	3,360.00		025970		
I-202406262461	DAVID DR SIDEWALK REPAIR X5	R	7/08/2024	2,400.00		025970		11,360.00
000422	ROCKFORD INFORMATION TECHNOLOG							
I-37866	POWEREDGE SERVER RES 24-02R	R	7/08/2024	17,750.00		025977		
I-38411	DELETE PRIOR TRUSTEE-GRAHAM	R	7/08/2024	190.00		025977		
I-38425	MAY CLOUD BACKUP	R	7/08/2024	30.00		025977		
I-38448	CONNECTION ISSUES FRONT OFFICE	R	7/08/2024	115.00		025977		
I-38449	KELLIE/RACHEL SEARCH ISSUES	R	7/08/2024	50.00		025977		
I-38566	INSTALLING FANS FOR SERVER	R	7/08/2024	155.00		025977		
I-38567	SETUP FOR NOVINSON ACCESS	R	7/08/2024	50.00		025977		
I-38568	SETUP NOVINSON PC/LAPTOP	R	7/08/2024	285.00		025977		
I-38635	SETUP TEAMS FOR HUGGINS	R	7/08/2024	25.00		025977		
I-38658	RESET TRUSTEE LAPTOP	R	7/08/2024	190.00		025977		
I-38669	ACRONIS CLOUD BACKUP JUNE 24	R	7/08/2024	60.00		025977		
I-38674	DATTO CLOUD BACKUP JUNE 24	R	7/08/2024	140.00		025977		
I-38676	JUNE REMOTE MONITOR/ANTIVIRUS	R	7/08/2024	127.00		025977		19,167.00
000590	PYROTECNICO FIREWORKS, INC.							
I-SO-C52690 PT2	FIREWORKS 4/3/24 PYMT 2/2	R	7/08/2024	9,000.00		025988		9,000.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	6	120,106.70	0.00	120,106.70
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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			NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT	
VENDOR SET: 01	BANK: AP	TOTALS:	6	120,106.70		0.00	120,106.70	
BANK: AP	TOTALS:		6	120,106.70		0.00	120,106.70	
REPORT TOTALS:			6	120,106.70		0.00	120,106.70	

**PROCLAMATION HONORING OFFICER WILLIAM "RANDY" SMITH ON HIS
RETIREMENT FROM THE WINNEBAGO POLICE DEPARTMENT**

WHEREAS, Officer William "Randy" Smith has dedicated 23 years of exemplary service to the Winnebago Police Department, contributing to the safety and well-being of our community with unwavering commitment and professionalism; and

WHEREAS, Officer Smith was born in Kentucky and attended school in Kentucky and North Carolina before starting his career in manufacturing until 2001; and

WHEREAS, Officer Smith began his law enforcement career with the Rockford Auxiliary Police in 1986, subsequently working part-time for the Rockford Park District from 1991 to 2000 and the Metro Centre police from 1991 to the present, where he served as Chief of Police until last month; and

WHEREAS, Officer Smith joined the Winnebago Police Department in 2001 as a part-time officer, transitioning to full-time in 2002, and has become known as the "social butterfly" of the agency, always having his finger on the pulse of the community; and

WHEREAS, in 2022, Officer Smith demonstrated extraordinary heroism by delivering a baby while on duty, a testament to his dedication and readiness to serve in any capacity needed; and

WHEREAS, Officer Smith has spent many years as the department's evidence custodian and youth officer, playing a crucial role in maintaining the integrity of the department's evidence procedures and positively impacting the lives of young people in our community; and

WHEREAS, Officer Smith's career has been marked by his dedication, kindness, and community spirit, leaving an indelible mark on the Winnebago Police Department and the Village of Winnebago;

NOW, THEREFORE, I Franklin J. Eubank Jr, President of the Board of Trustees of the Village of Winnebago, Illinois, do hereby proclaim our deepest gratitude and congratulations to Officer William "Randy" Smith on his retirement. We extend our heartfelt appreciation for his 23 years of dedicated service to the Village and its residents and wish him all the best in his future endeavors.

Dated this 8th day of July, 2024

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



Agenda Item Executive Summary

Item Name To update the signors listed on the bank accounts for the Village of Winnebago Committee or Board Board of Trustees

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Update the signors listed on the bank accounts for the Village of Winnebago:

- Remove Jeremy Graham and Julie O'Rourke as signors on the accounts held at First National Bank and Trust, and add Treasurer Dana Novinson, and Village Administrator Joseph Dienberg.
- Add Treasurer Dana Novinson to the accounts held at Illinois Funds, and Illinois National Bank

ATTACHMENTS (PLEASE LIST)

ACTION REQUESTED

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

MOTION:

- ☐ Coming from Committee

Staff: Kellie Symonds Date: 07/08/2024



Agenda Item Executive Summary

Item Name Resolution for Approval to Release for Public Inspection the Closed Session Minutes as Specified in the Resolution Board of Trustees Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Open Meetings Act requires that all public bodies keep minutes of all meetings open or closed. The minutes of Closed Session are only made available after the public body has determined that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. The verbatim record (recording) of all Closed Session must be maintained at least 18 months after the completion of the meeting. The verbatim record may be destroyed only after the public body has approved the content of the minutes and that the minutes meet the criteria of the Open Meetings Act for proper minutes.

The Public Body will be provided with copies of the minutes recommended for release for their review prior to discussion of the item. Should for any reason the meetings recommended for release and the recording for destruction be determined to remain closed those minutes will be collected following the meeting and continued to be held in confidence and the recordings maintained accordingly.

ATTACHMENTS (PLEASE LIST)

Draft Resolution

ACTION REQUESTED

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

Staff: Kellie Symonds, Deputy Clerk Date: July 8, 2024

RESOLUTION NO. 2024-__ R

RESOLUTION FOR APPROVAL TO RELEASE FOR PUBLIC INSPECTION THE CLOSED SESSION MINUTES FOR MAY 11, 2020, JULY 13, 2020, NOVEMBER 9, 2020, DECEMBER 14, 2020, JANUARY 11, 2021, FEBRUARY 08, 2021, OCTOBER 27, 2021, JANUARY 10, 2022, MARCH 14, 2022, SPECIAL MEETINGS AUGUST 15, 2022, SEPTEMBER 12, 2022, OCTOBER 10, 2022, NOVEMBER 14, 2022, DECEMBER 12, 2022, AND THE DESTRUCTION OF THE VERBATIM RECORDINGS FOR THE SAME AFTER THE EIGHTEEN MONTH REQUIRED RETENTION PERIOD

WHEREAS the Illinois Open Meetings Act requires all public bodies to keep written minutes of all of their meetings whether open or closed; and

WHEREAS the Minutes of closed sessions are only to be available after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential; and

WHEREAS, each six (6) months the public body is to make this determination which can be made in closed session; and

WHEREAS, after having reviewed the Minutes of all closed meetings, the Corporate Authorities have determined that, for some of them, the need for confidentiality still exists as to all or part of the following meeting minutes: Special Meeting held on August 9, 2019; and Board of Trustees Meeting of February 13, 2023, June 14, 2023, July 19, 2023, November 20, 2023, December 05, 2023, December 11, 2023, December 19, 2023, December 23, 2023, January 04, 2024 and January 08, 2024, and partial minutes of the April 6, 2020 Committee of the Whole; and

WHEREAS; the Administrative Team having met on June 15, 2023 and Village Attorney having also reviewed the following to determine if there exists the need for all or part of such closed session minutes to remain confidential, and decided to recommend to the Village Board in the negative for the minutes of dates May 11, 2020, July 13, 2020, November 9, 2020, December 14, 2020, January 11, 2021, February 08, 2021, October 27, 2021, January 10, 2022, March 14, 2022, Special Meeting August 15, 2022, September 12, 2022, October 10, 2022, November 14, 2022 December 12, 2022, and Committee of the Whole meeting June 01, 2020, such that they would be made available for public inspection; and

WHEREAS, certain circumstances have arisen in regard to the Committee of the Whole meeting of June 01, 2020, which support said minutes currently remaining closed to the public, and

WHEREAS, the verbatim record of a closed meeting may be destroyed without notification to, or the approval of, a records commission, or the State Archivist under the Local Records Act of the State Records Act, no less than eighteen (18) months after the completion of the meeting recorded, but only after 1) the public body approves the destruction of a particular recording; and 2) the public body approves minutes of the closed meeting that meet the criteria of the Open Meetings Act for proper minutes, namely, such minutes at least include 1) the date, time and place of the meeting; 2) the members of the public body being recorded as either present or absent and whether the members were physically present, or present by means of video or audio conference; and 3) a summary of discussion of all matters proposed, deliberated, or decided, and a record of any votes taken; and

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

- 1) The Village Board of Trustees hereby approve the content of the closed session General Board Meeting minutes of May 11, 2020, July 13, 2020, November 9, 2020, December 14, 2020, January 11, 2021, February 08, 2021, October 27, 2021, January 10, 2022, March 14, 2022, Special Meetings August 15, 2022, September 12, 2022, October 10, 2022, November 14, 2022, December 12, 2022, with prior content approval not having been made at the next regular scheduled General Board Meeting since meetings were virtual due to COVID, and Executive Session Minutes are only distributed in person for review.
- 2) No portion of the minutes from the aforesaid closed session meetings any longer require confidential treatment to protect the public interest or the privacy of an individual, and therefore said closed session minutes for these dates, shall be, and hereby released for public inspection.
- 3) The audio or video recordings containing the verbatim records of the aforesaid closed session meetings shall be destroyed following the fact that the required time period of eighteen (18) months has passed from the respective virtual meetings.
- 4) This Resolution shall be effective immediately upon its introduction, passage and approval.

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: _____

FINANCE STATEMENT REPORT

July 08, 2024
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - \$ 142,792.17

Section 2: Invoices over \$5,000 - \$ 120,106.70

** Invoices are available for inspection and review**

Cash Reports

Section 3: Cash Balances as of May 31, 2024

Monthly Cash Flow Report

Credit Card Statement Recap

Bank Reconciliations Nov 2023 – Feb 2024

Budget Details

Section 4: Revenue & Expenditures Report as of 06/30/2024

Line-Item Transfers

Section 5: Proposed Line-Item Transfers - 0

Construction in Progress & other Tracking

Section 6: Monthly Payments for Construction Projects

ComEd Utility Tax Tracking

Sullivan's Tax Rebate Tracking

Large Purchase Tracking

Grant Tracking

Village Debt

Village Revenue

CASH REPORTS

Bank Reconciliations

November 2023 through February 2024

Cash Balances as of May 31, 2024

Monthly Cash Flow Report as of May 31, 2024

Credit Card Statement Recap

Bank Reconciliation Worksheet - REVISED

	November 2023	Disbursing	General	Police	MFT	Comm Dev	G.O. Bon	O & M	4th of July
Bank Balances									
First National: Fund Primary Accounts		51,523.80	43,228.33		64,206.92	347,592.48	200,000.00	213,198.64	8,641.93
Sweep Accounts							540,214.21		
EPAY			1,000.00	775.59				960.45	
Illinois Funds			1,743,923.92	43,282.37	380,813.01			1,642,010.78	
Subtotals		51,523.80	1,788,152.25	44,057.96	445,019.93	347,592.48	740,214.21	1,856,169.87	8,641.93
Outstanding checks Prior Months		(50.00)							
Outstanding Checks Nov		(49,748.40)							
Disbursing Interest		(352.07)	352.07						
Nicor books Nov, bank Dec		(52.11)							
Permits in transit #23-72 - Bank Transfer Wrg			(75.00)			75.00			Corrected in March 21
Transferred \$75.00 SIB \$150.00 - Nov									
Permit # 23-56 in G/L - Not in Bank - Sept			(75.00)			75.00			Corrected in March 21
Permit #23-46 In Bank - Not in G/L - Aug						(150.00)			Corrected in Dec 23
Permit #23-50 G/L - Not in Bank - Sept			(150.00)			150.00			
Transfer for PW vehicle-TRANF 2/23/24			(57,750.00)			630.00		57,750.00	Corrected in A/P Trar
Employee Xmas cards on bank, not books		(42.12)							
Comcast overpayment-TRANF 1/9/24								67.91	
Check #2876 on books, bank in Feb 2024		(450.48)							
Comcast Outstanding Nov		(817.33)							Corrected 12/31/23
Comcast Outstanding Dec Bills Trans in Nov A/P									
Nicor Incorrect adjustment		0.05							
Voided Check not transferred		(1.30)							
Blue Cross June		(0.01)							
Delta Dental		(0.01)							
Cardmember Services		(0.02)							
4 Rivers Overfunded G/L Due to CM - JE incorrect		(4.04)							
Does not correct Fund 99 G/L									
Voided Check not transferred #25567 - Voided in Dec		(30.00)	30.00						
Web Payments Nov Book - Dec Bank								513.21	Bank 12/1/2023
Web Payments Nov Book - Dec Bank								94.87	Bank 12/4/2023
CC Pmts - Deposit in Transit								110.00	Bank 12/4/2023
IVR Outstanding Deposit - Posted 12/04/23								101.00	Bank 12/4/2023
IVR Outstanding Deposit - Posted 12/04/23								3.52	Bank 12/1/2023
Mars Pmts - Deposit in Transit								180.72	Bank 12/1/2023
Jun 6/12/23 NSF Utility Payment from May \$113.00 Only								113.00	Need to reduce G/L
Adjusted 100.00									
She still owes \$113.00									
There was a second return payment for \$100.00									
That was adjusted in September									
July NSF CC pmt Bridges ret 7/3/23									
Custr pd cash to cover it - NSF not adj in G/L or cust								200.00	Need to reduce G/L
Verizon payment typo (JE DONE IN GENERAL)		(0.09)							This correction was do
Nov UNKNOWN ERROR November O&M \$24.13		24.13							
Transfer in December \$25.00 to correct it									
		0.00	1,730,484.32	44,057.96	445,019.93	348,372.48	740,214.21	1,915,304.10	8,641.93
			1,730,484.32	44,057.96	445,019.93	348,372.48	740,214.21	441,562.79	8,641.93
		0.00							
Books balances									

Section 16. Item #b.

28

BANK RECONCILIATION

January 2024

	Fund 99	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 41	Fund 51	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Strategic Reserve	G.O Bond	O & M	4th of July
Bank Balances:									
First National Bank	9,132.12	155,057.02	63,415.67		355,717.97		1,923.79	282,885.12	8,715.84
Illinois Funds		1,467,377.66	44,058.65	408,151.21		345,666.79		1,743,685.61	
EPAY (INB)		989.93	755.80					1,000.00	
Sweep Accounts							200,000.00		
Subtotals	9,132.12	1,623,424.61	44,814.45	471,566.88	355,717.97	345,666.79	201,923.79	2,027,570.73	8,715.84
Bank Adjustments:									
Disbursing Interest - Dec Interest was not transferred until June 24	(247.64)	247.64							
Disbursing Interest - Deposit in Transit Jan Interest	(457.47)	457.47							
Permits in transit #23-72 - Bank Transfer Wrg		(75.00)			75.00				
Transferred \$75.00 S/B \$150.00 - Nov									
Permit # 23-56 in G/L - Not in Bank - Sept		(75.00)			75.00				
Permit #23-50 in G/L - Not in Bank - Sept		(150.00)			150.00				
Permit #23-80 in G/L - Deposited to wrong account					75.00			(75.00)	
Tower Rent not Transferred in Bank - Dec 23	(1,650.00)	412.50			825.00			412.50	
Check #2676 on books, bank in Feb - This was a Nov. 23 Ck								67.91	
Transfer for PW vehicle-TRANF 2/23/24		(57,750.00)						57,750.00	
Transfer for PW vehicle	34.50	(25,363.00)						25,363.00	
Overdraft fee duplicated and removed. It is still due to Disburs	(30.00)	(34.50)							
Nov Voided Check not transferred #25567 - Voided in Dec		30.00							
Cannabis Revenue Transferred in Feb 2024		(370.96)	370.96						
Permit 2024-01- Black Pearl Itinerant - Deposited in Wrg Acct -Corrected 2/2		(200.00)			200.00				
IDOR - Sales Tax Deposit - Cash moved in Feb 2024		(37,989.38)						37,989.38	
Excise Tax - Cash Transferred in Feb 24		(466.04)			466.04				
Sale of 2011 Ford Dmp Truck - Cash not transferred till June		8,250.50						(8,250.50)	
Transfer from Gen Fund to O & M that is incorrect 1/29/24		143,000.00						(143,000.00)	
1/3/2024 Payroll Addition Error	(3.00)	3.00							
01/17/24 Payroll Addition Error	(30.00)								
Web Payments - Deposits in Transit									
Web Payments - Deposits in Transit									
Nicor Jan G/L Feb Pmt - Outstanding	(103.86)								
Verizon Jan G/L Feb Pmt - Outstanding	(550.84)								
Outstanding Checks - Prior Months	(50.00)								
Outstanding Chk #25717	(20.00)								
ComEd Outstanding	(3,257.06)								
Comcast Outstanding Jan	(450.48)								
ComEd Invoice Processed Twice Dec & Jan	(22.61)	22.61							
ComEd Invoice Processed Twice Dec & Jan	(267.35)							267.35	
ComEd Invoices 01/29/24 Processed for incorrect amts	(0.02)	0.02							
Nov Error	(26.29)	1.29							
There was a bank transfer from Gen Fund In Nov to "Correct Balance"									
This will be transferred back to Gen Fund in June - G/L JE #6553 & 6904									
Gen Fund Balance									
Adjusted Bank Balance	2,000.00	1,653,375.76	45,185.41	471,566.88	357,584.01	345,666.79	201,923.79	1,999,418.33	8,715.84
General Ledger Beginning Balance	2,000.00	1,653,375.76	45,185.41	471,566.88	357,584.01	345,666.79	201,923.79	1,999,418.33	8,715.84
G/L Adjustments:									
G/L Final Adjusted Balance	2,000.00	1,653,375.76	45,185.41	471,566.88	357,584.01	345,666.79	201,923.79	1,999,418.33	8,715.84

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

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

BANK RECONCILIATION

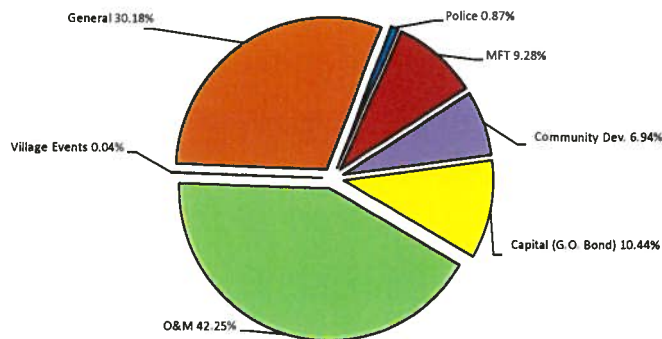
February 2024

incl acct 1165

	Fund 99	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	Fund 41	Fund 5-	Fund 90
	Disbursing	General	Police	MFT	Comm Dev	Strategic Reserve	G.O Bond	O & M	4th of July
Bank Balances:									
First National Bank	12,985.68	94,222.23		56,657.97	362,381.49		200,000.00	358,661.67	1,333.17
Illinois (NB)		1,441,363.23	45,077.81	419,737.45		348,154.41	1,931.46	1,828,697.08	
EPAY (INB)		980.08	745.92					1,000.00	
Sweep Accounts									
Subtotals	12,985.68	1,536,565.54	45,823.73	476,395.42	362,381.49	348,154.41	201,931.46	2,188,358.75	1,333.17
Bank Adjustments:									
Disbursing Interest - Dec Interest was not transferred until June 24	(247.64)	247.64							
Disbursing Interest - Deposit in Transit Jan Interest	(457.47)	457.47							
Disbursing Interest - Deposit in Transit Feb Interest	(222.80)	222.80							
Permits in transit #23-72 - Bank Transfer Wrg		(75.00)			75.00				
Transferred \$75.00 S/B \$150.00 - Nov		(75.00)			75.00				
Permit # 23-56 in G/L - Not in Bank - Sept		(150.00)			150.00				
Permit #23-50 in G/L - Not in Bank - Sept					75.00			(75.00)	
Permit #23-80 in G/L - Deposited to wrong account					(300.00)				
Permits #24-006 /24-007 / 24-009 - Deposit in Wrg Acct									300.00
Delta Dental Posted in Mar G/L - Feb Bank - Comm Devel	(849.97)	849.97							
Delta Dental Posted in Mar G/L - Feb Bank - O & M	(143.04)							143.04	
Transfer for PW vehicle From 2023		(25,363.00)						25,363.00	
Overdraft fee duplicated and removed. It is still due to Disburs	34.50	(34.50)							
Nov Voided Check not transferred #25587 - Voided in Dec	(30.00)	30.00							
Sale of 2011 Ford Dmp Truck - Cash not transferred till June		8,250.50						(8,250.50)	
Transfer from Gen Fund to O & M that is incorrect 1/29/24		143,000.00						(143,000.00)	
1/3/2024 Payroll Addition Error	(3.00)	3.00							
01/17/24 Payroll Addition Error	(30.00)								
2 A/P Checks Cash not transferred 51.26 / 26.80	79.66							(79.66)	
Web Payments - Deposits in Transit								422.71	
Mars Payments - Deposits in Transit								138.42	
IVR Payment - Deposit in Transit								179.00	
Outstanding Checks - Prior Months	(50.00)								
Outstanding Chk #25717 Jan	(20.00)								
Outstanding Cks Feb	(2,487.50)								
IMRF Outstanding 02/28/24	(5,132.64)								
ComEd Invoice Processed Twice Dec & Jan	(22.81)	22.81							
ComEd Invoice Processed Twice Dec & Jan	(267.35)							267.35	
ComEd Invoices 01/29/24 Processed for incorrect amts	(0.02)								
ComEd Outstanding Feb 24	(495.33)								
ComEd Outstanding Feb 24	(483.70)								
ComEd Outstanding Feb 24	(24.09)								
ComEd Outstanding Feb 24	(5.54)								
ComEd Outstanding Feb 24	(95.31)								
ComEd Outstanding Feb 24	(5.54)								
Nov Error	(26.29)								
There was a bank transfer from Gen Fund In Nov to "Correct Balance"									
This will be transferred back to Gen Fund in June - G/L JE #6553 & 6904									
Adjusted Bank Balance	2,000.00	1,663,952.03	45,823.73	476,395.42	362,456.49	348,154.41	201,931.46	2,063,487.11	1,633.17
General Ledger Beginning Balance	2,000.00	1,663,952.03	45,823.73	476,395.42	362,456.49	348,154.41	201,931.46	2,063,487.11	1,633.17
G/L Adjustments:									
G/L Final Adjusted Balance	2,000.00	1,663,952.03	45,823.73	476,395.42	362,456.49	348,154.41	201,931.46	2,063,487.11	1,633.17

Discrepancies

**Cash Balances & Sinking Funds
May 2024**



General Fund		Ending Balance	Sinking Funds	
	First National Bank	\$ 185,930.06	Admin	\$ 21,450.00
	Illinois National Bank	\$ 1,000.00	Streets Equipment	\$ 64,850.50
	Illinois Funds - General	\$ 1,430,010.25	Street Project Fund	\$ 100,000.00
	General subtotal	\$ 1,616,940.31		\$ 186,300.50
Police			Sinking Funds	
	Illinois Funds-Police	\$ 47,733.49	Police Cannabis	\$ 25,000.00
	Illinois National Bank	\$ 716.23		
	General subtotal	\$ 48,449.72		
Motor Fuel Tax Fund			Sinking Funds	
	First National Bank	\$ 48,015.74	MFT	\$ 30,346.63
	Illinois Funds	\$ 456,390.44		
	General subtotal	\$ 504,406.18		
Community Development Fund			Sinking Funds	
	First National Bank	\$ 287,815.36	Park Equipment	\$ 2,000.00
Capital Fund/Strategic Reserves				
	Illinois Funds	\$ 352,928.19		
	First National Sweep	\$ 250,000.00		
	General subtotal	\$ 602,928.19		
Operations and Maintenance			Sinking Funds	
	First National Bank	\$ 393,152.97	O&M Equipment	\$ 21,765.08
	Illinois National Bank	\$ 1,000.00		
	Illinois Funds	\$ 1,929,267.09		
	General subtotal	\$ 2,323,420.06		
Village Events (4th of July)				
	First National Bank	\$ 3,769.21		
Cash subtotals		\$ 5,387,729.03		
Sinking Funds (committed)		\$ (265,412.21)		
Grand Total		\$ 5,122,316.82		

General	30.01%
Police	0.90%
MFT	9.36%
Community Dev.	5.34%
Capital (G.O. Bond)	11.19%
O&M	43.12%
Village Events	0.07%

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

THIS REPORT IS SUBJECT TO CHANGE UPON COMPLETION OF ALL RECONCILIATIONS

VILLAGE OF WINNEBAGO

CASH FLOW REPORT

May 2024

Fund #	Fund Name	Total Beginning Fund Balance	MTD Cash Revenue	MTD Cash Expenses	Total	May	Liabilities/ Bills Due	Ending Balance	Board Approved/ Obligated	Available Funds
01	General	1,772,310.59	157,528.91	(135,749.48)	1,794,090.02		(1,562.24)	1,792,527.78	(124,047.12)	1,668,480.66
15	MFT	500,867.14	12,863.25	(555.50)	513,174.89		(8,768.71)	504,406.18	(17,097.74)	487,308.44
17	Community Development	402,257.96	18,058.85	(23,315.86)	397,000.95		(108,266.73)	288,734.22	(16,500.00)	272,234.22
24	Strategic Reserves	351,310.47	1,617.72	-	352,928.19			352,928.19		349,752.01
51	RRWRD Escrow	200,000.00	50,000.00	-	250,000.00			250,000.00	(129,545.00)	120,455.00
51	Operations & Maint	2,225,464.43	140,716.33	(342,065.30)	2,024,115.46		(176,473.33)	1,847,642.13	-	1,847,642.13
90	Village Events (4th of July)	3,854.12	15.09	(100.00)	3,769.21			3,769.21		3,769.21
		5,456,064.71	380,800.15	(501,786.14)	5,335,078.72		(295,071.01)	5,040,007.71	(287,189.86)	4,749,641.67

CARDMEMBER SERVICES COMMUNITY CARD

Monthly Activity

Section 16. Item #b.

Acct: **7296
05/3/2024-6/3/2024

Rewards Balance: \$ -

Invoice	Date	Account	Description	Total Invoice	RECEIPT & Signature
---------	------	---------	-------------	---------------	---------------------

Chad Insko

Total \$ -

Kellie Symonds

ADOBE	5/3/2024	01-41-561	MONTHLY SUBSCRIPTION	\$ 21.24	X
ADOBE	5/3/2024	01-41-561	MONTHLY SUBSCRIPTION	\$ 50.98	X
AMAZON	5/3/2024	01-41-659	3 HOLE PUNCHED PAPER	\$ 60.72	X
AMAZON	5/3/2024	01-41-659	MANILA FILE FOLDERS	\$ 13.00	X
AMAZON	5/5/2024	01-41-659	WASTE BASKETS, POST ITS, HANGING FILE	\$ 101.06	X
SAMSClub	5/14/2024	01-41-659	COPY PAPER	\$ 176.28	X
MICROSOFT	5/16/2024	01-41-593	AZURE INFO PROTECT	\$ 18.00	X
MICROSOFT	5/16/2024	01-41-593	EXCHANGE ONLINE	\$ 40.00	X
MICROSOFT	5/16/2024	01-41-593	MICROSOFT 365	\$ 26.92	X
MICROSOFT	5/17/2024	01-41-593	OFFICE 365	\$ 100.05	X
MICROSOFT	5/16/2024	01-41-593	SUBSCRIPTION CHARGE	\$ 330.63	X
AMAZON	5/19/2024	01-41-659	BUSINESS PAPER	\$ 33.35	X
USPS	5/20/2024	01-43-551	CERTIFIED MAIL	\$ 8.73	X
AMAZON	5/20/2024	01-41-659	COMPRESSED DUSTER	\$ 14.50	X
AMAZON	5/22/2024	51 44 659	TONER CARTRIDGES	\$ 186.00	X
AMAZON	5/22/2024	01-41-659	STICKY NOTES, AIR PURIFIER	\$ 54.87	X
AMAZON	5/22/2024	01-43-658	CLOCK, ENVELOPES	\$ 45.10	X
AMAZON	5/22/2024	01-41-659	PENS	\$ 6.89	X
THE POST	5/22/2024	01-41-560	PW APPRECIATION LUNCHEON	\$ 89.13	X
NORTON	5/25/2024	01-41-593	SUBSCRIPTION CHARGE	\$ 148.74	X
AMAZON	5/27/2024	51-44-512	INK CARTRIDGES	\$ 51.45	X
		01-41-659	MISC OFFICE SUPPLIES	\$ 151.72	X
GOTOMEETING	5/29/2024	01-41-530	MAY STATEMENT	\$ 123.38	X
ADOBE	6/2/2024	01-41-561	MONTHLY SUBSCRIPTION	\$ 21.24	X
Total				\$ 1,873.98	

Jeff White

ULTIMATE CAR WASH	5/16/2024	01-43-520	DETAIL FOR CHERRY VALLEY MALL DISPLAY	\$ 60.00	X
VISTAPRINT	5/19/2024	01-43-658	BUSINESS CARDS- NICHOLS	\$ 48.98	X
GODADDY	5/25/2024	01-43-530	EMAIL RENEWAL	\$ 334.80	X
BOVES AUTO & TRUCK	5/31/2024	01-43-520	TIRE ROTATION	\$ 49.10	X
Total				\$ 492.88	

Combined Total \$ 2,366.86

BUDGET DETAILS

Revenue & Expenditures Report
as of June 30, 2024

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2024

Section 16. Item #b.

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FUND- 01 -GENERAL FUND					
=====					
REVENUES					
=====					
01-300 CORPORATE TAX W/C	230,920.00	121,543.46	121,543.46	52.63	109,376.54
01-303 AUDIT TAX W/C	270.00	166.21	166.21	61.56	103.79
01-304 POLICE TAX W/C	275,430.00	144,993.80	144,993.80	52.64	130,436.20
01-305 IMRF W/C TAX	270.00	166.21	166.21	61.56	103.79
01-306 REVENUE RECAPTURE	2,500.00	631.97	631.97	25.28	1,868.03
01-308 TORT JUDGEMENT-LIAB INS W/C	270.00	166.21	166.21	61.56	103.79
01-309 ROAD BRIDGE TRANSFER IN W/C	12,100.00	7,431.33	7,431.33	61.42	4,668.67
01-315 COM ED UTILITY TAX	110,000.00	0.00	38,287.84	34.81	71,712.16
01-328 HEAVY LOAD PERMITS	500.00	0.00	220.00	44.00	280.00
01-341 INCOME TAX/LGDF	493,920.00	0.00	244,307.67	49.46	249,612.33
01-342 PPRT - REPLACEMENT TAX	50,000.00	0.00	22,087.55	44.18	27,912.45
01-343 IGA WHS RESOURCE OFFICER	98,813.00	0.00	47,500.00	48.07	51,313.00
01-344 POLICE GRANTS	30,000.00	19,559.00	19,559.00	65.20	10,441.00
01-345 SALES & RELATED TAX /MT	580,000.00	0.00	232,893.32	40.15	347,106.68
01-346 CANNABIS	4,822.00	0.00	2,061.77	42.76	2,760.23
01-347 POLICE TRAINING/CONF REIMBURS	0.00	0.00	0.00	0.00	0.00
01-348 POLICE SALARY REIMBRSMNT ILEAS	0.00	0.00	0.00	0.00	0.00
01-349 LOCAL USE TAX	125,244.00	0.00	48,242.23	38.52	77,001.77
01-350 POLICE ADMIN. TOWING FINES	10,000.00	500.00	3,500.00	35.00	6,500.00
01-351 POLICE FINES	14,000.00	1,259.62	4,613.38	32.95	9,386.62
01-353 DUI FINES/SPEC VEHICLE	1,200.00	87.69	1,781.22	148.44 (	581.22)
01-370 OTHER REVENUE	1,500.00	0.00	0.00	0.00	1,500.00
01-371 GRANTS	0.00	0.00	0.00	0.00	0.00
01-375 ROCK 39 ADMIN	6,756.00	564.04	4,393.71	65.03	2,362.29
01-381 INTEREST	84,000.00	0.00	39,233.45	46.71	44,766.55
01-382 VERIZON WATER TOWER RENT	4,950.00	412.50	2,475.00	50.00	2,475.00
01-385 VEHICLE/EQUIPMENT SALES	0.00	0.00	8,250.50	0.00 (	8,250.50)
01-388 MISC INCOME	3,000.00	40.00	71.29	2.38	2,928.71
01-389 EXCISE TAX	29,000.00	0.00	12,146.67	41.89	16,853.33
01-399 TRANSFER IN	128,000.00	0.00	0.00	0.00	128,000.00
TOTAL REVENUES					
	2,297,465.00	297,522.04	1,006,723.79	43.82	1,290,741.21
=====					

EXPENDITURES

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GENERAL ADMINISTRATIVE

01-41-421 OFFICE SALARIES	24,353.00	4,078.28	22,087.06	90.70	2,265.94
01-41-426 DEPUTY CLERK	48,401.00	4,861.11	24,762.11	51.16	23,638.89
01-41-427 TREASURER	53,760.00	4,000.00	19,099.16	35.53	34,660.84

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2024

Section 16. Item #b.

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-41-429 VILLAGE ADMINISTRATOR	36,632.00	2,312.32	9,827.35	26.83	26,804.65
01-41-431 ELECTED OFFICIALS	27,000.00	2,233.33	13,249.98	49.07	13,750.02
01-41-451 HEALTH INSURANCE	28,834.00	1,316.62	5,089.76	17.65	23,744.24
01-41-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
01-41-453 IDES/UNEMPLOYMENT INSURANCE	347.00	0.00	267.43	77.07	79.57
01-41-461 ADM SOCIAL SECURITY	11,789.00	1,084.08	5,404.56	45.84	6,384.44
01-41-463 ADM MEDICARE	2,757.00	253.55	1,264.05	45.85	1,492.95
01-41-465 IMRF BENEFITS	13,541.00	1,265.89	6,213.79	45.89	7,327.21
01-41-512 OFFICE & COMPUTER EQUIPMENT	16,180.00	0.00	11,845.24	73.21	4,334.76
01-41-521 WINGIS	625.00	0.00	484.20	77.47	140.80
01-41-530 PROFESSIONAL FEES/MISC	21,500.00	302.40	2,090.96	9.73	19,409.04
01-41-531 AUDIT	16,761.00	13,000.00	13,000.00	77.56	3,761.00
01-41-532 ENGINEERING	5,000.00	0.00	1,472.25	29.45	3,527.75
01-41-533 LEGAL	27,500.00	0.00	4,987.00	18.13	22,513.00
01-41-551 POSTAGE	1,400.00	0.00	205.63	14.69	1,194.37
01-41-552 TELEPHONE & INTERNET	3,050.00	144.85	1,464.03	48.00	1,585.97
01-41-554 PUBLISHING/ADVERTISEMENTS	1,100.00	361.00	472.63	42.97	627.37
01-41-560 EMPLOYEE WELFARE	600.00	89.13	330.88	55.15	269.12
01-41-561 DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,700.00	93.46	1,032.14	60.71	667.86
01-41-562 TRAVEL EXPENSES	1,950.00	176.61	176.61	9.06	1,773.39
01-41-563 TRAINING/TUITION	2,000.00	0.00	875.00	43.75	1,125.00
01-41-564 CONFERENCES	7,000.00	0.00	250.00	3.57	6,750.00
01-41-565 CIVIC WEBSITE	8,200.00	0.00	7,967.40	97.16	232.60
01-41-566 CODIFICATION OF ORDINANCES	25,000.00	0.00	0.00	0.00	25,000.00
01-41-593 EQUIP/SOFTWARE MAINT/LEASE	11,949.00	3,192.72	5,439.89	45.53	6,509.11
01-41-594 IML/RENEWAL CONTRIBUTION	6,500.00	0.00	0.00	0.00	6,500.00
01-41-595 IML RISK MNG CLAIMS HAIL 2020	0.00	0.00	0.00	0.00	0.00
01-41-653 BUILDING WATER USAGE	350.00	13.06	147.50	42.14	202.50
01-41-658 MISC. EXPENSES	350.00	0.00	219.49	62.71	130.51
01-41-659 OFFICE SUPPLIES	3,500.00	635.87	2,002.27	57.21	1,497.73
01-41-660 PRINTING	4,000.00	87.50	164.50	4.11	3,835.50
01-41-661 OFFICE MAINTENANCE	8,700.00	391.94	2,225.11	25.58	6,474.89
01-41-701 SULLIVAN'S PAYBACK AGREEMENT	20,840.00	0.00	16,445.29	78.91	4,394.71
01-41-702 PROPERTY TAX REFUNDS	950.00	0.00	0.00	0.00	950.00
01-41-831 LARGE EQUIP. PURCHASE-FIXED AS	0.00	0.00	0.00	0.00	0.00
01-41-832 CONTINGENCY	16,450.00	0.00	0.00	0.00	16,450.00
01-41-833 EQUIPMENT SINKING FUND	5,000.00	0.00	0.00	0.00	5,000.00
01-41-953 CURES ACT 2020	0.00	0.00	0.00	0.00	0.00
01-41-959 TRANSFER OUT	0.00	0.00	2,000.00	0.00	(2,000.00)
TOTAL GENERAL ADMINISTRATIVE	467,569.00	39,893.72	182,563.27	39.05	285,005.73

STREET DEPARTMENT

01-42-422 PUBLIC WORKS ASSISTANT	0.00	5,388.22	19,337.22	0.00	(19,337.22)
01-42-423 PART-TIME WAGES	4,200.00	404.54	809.56	19.28	3,390.44
01-42-424 SUPERVISOR STREETS/FLEETS	66,150.00	5,029.40	32,978.41	49.85	33,171.59
01-42-428 PUBLIC WORKS WAGES	93,100.00	1,995.80	12,721.79	13.66	80,378.21
01-42-451 HEALTH INSURANCE	29,450.00	1,154.40	6,925.27	23.52	22,524.73
01-42-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
01-42-453 IDES/UNEMPLOYMENT INSURANCE	231.00	0.00	226.74	98.16	4.26
01-42-461 ADM SOCIAL SECURITY	10,020.00	794.74	4,036.12	40.28	5,983.88

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2024

Section 16. Item #b.

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-42-463 ADM MEDICARE	2,344.00	185.89	944.02	40.27	1,399.98
01-42-465 IMRF BENEFITS	13,214.00	1,030.34	5,257.53	39.79	7,956.47
01-42-511 MAINT. SERVICE-BUILDING	17,500.00	0.00	221.21	1.26	17,278.79
01-42-512 OFFICE & COMPUTER EQUIPMENT	1,500.00	0.00	255.87	17.06	1,244.13
01 42 513 MAINT. SERVICE VEHICLES	12,000.00	0.00	8,371.87	69.77	3,628.13
01-42-514 MAINT. SERVICE-STREET	112,000.00	447.54	27,102.51	24.20	84,897.49
01-42-515 MAINT. SERVICE-SIDEWALKS	50,000.00	11,360.00	17,364.40	34.73	32,635.60
01-42-518 MAINT. SERVICE -EQUIPMENT	14,000.00	375.36	1,121.47	8.01	12,878.53
01-42-520 STREET PROJECT	100,000.00	0.00	0.00	0.00	100,000.00
01-42-521 WINGIS	750.00	0.00	484.20	64.56	265.80
01-42-530 PROFESSIONAL FEES/MISC	750.00	0.00	566.16	75.49	183.84
01-42-532 ENGINEERING	24,000.00	0.00	955.75	3.98	23,044.25
01-42-535 TREE REMOVAL/TRIMMING	8,000.00	0.00	2,400.00	30.00	5,600.00
01-42-552 TELEPHONE & INTERNET	5,000.00	261.43	1,867.86	37.36	3,132.14
01-42-576 COM ED / STREET LIGHTS	40,000.00	0.00	23,647.43	59.12	16,352.57
01-42-594 IML/RENEWAL CONTRIBUTION	12,000.00	0.00	0.00	0.00	12,000.00
01-42-651 OPERATING SUPPLIES/MISC. EXPEN	8,000.00	50.05	4,982.21	62.28	3,017.79
01-42-655 FUEL/GREASE/OIL	20,000.00	0.00	6,281.99	31.41	13,718.01
01-42-831 LARGE EQUIP. PURCHASE-FIXED AS	0.00	0.00	(64,850.50)	0.00	64,850.50
01-42-832 EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
01-42-833 STREET SINKING FUND	0.00	0.00	0.00	0.00	0.00
01-42-959 TRANSFER OUT	97,000.00	0.00	97,000.00	100.00	0.00
TOTAL STREET DEPARTMENT	743,209.00	28,477.71	211,009.09	28.39	532,199.91

POLICE

01-43-421 OFFICE SALARIES	7,500.00	0.00	0.00	0.00	7,500.00
01-43-422 POLICE CHIEF	105,000.00	7,983.16	51,156.16	48.72	53,843.84
01-43-423 PART-TIME OFFICERS	5,000.00	4,428.00	17,550.00	351.00	(12,550.00)
01-43-424 FULL-TIME OFFICERS	409,300.00	30,454.81	145,064.49	35.44	264,235.51
01-43-425 POLICE OVERTIME	18,000.00	1,623.90	3,592.31	19.96	14,407.69
01-43-427 SCHOOL RESOURCE OFFICER	75,676.00	3,021.33	35,333.46	46.69	40,342.54
01-43-451 HEALTH INSURANCE	113,000.00	11,286.01	46,478.02	41.13	66,521.98
01-43-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
01-43-453 IDES/UNEMPLOYMENT INSURANCE	966.00	0.00	717.75	74.30	248.25
01-43-461 ADM SOCIAL SECURITY	38,780.00	2,945.70	15,667.14	40.40	23,112.86
01-43-463 ADM MEDICARE	9,069.00	688.93	3,664.06	40.40	5,404.94
01-43-465 IMRF BENEFITS	51,085.00	3,575.90	19,490.30	38.15	31,594.70
01-43-470 QUARTERMASTER/UNIFORMS	6,500.00	970.92	3,774.48	58.07	2,725.52
01-43-471 VESTS	2,000.00	0.00	0.00	0.00	2,000.00
01-43-512 OFFICE & COMPUTER EQUIPMENT	13,500.00	0.00	6,183.62	45.80	7,316.38
01-43-513 IGA-RECORDS MANAGEMENT SFTWRE	5,247.00	0.00	0.00	0.00	5,247.00
01-43-514 A/V COMMUNICATIONS	22,152.00	0.00	5,058.00	22.83	17,094.00
01-43-516 POLICE GARAGE MAINTENANCE	2,000.00	32.98	32.98	1.65	1,967.02
01-43-520 SQUAD CAR MAINTENANCE (ALL)	11,000.00	109.10	1,697.16	15.43	9,302.84
01-43-521 WINGIS	310.00	0.00	242.10	78.10	67.90
01-43-523 SQD 120 MAINTENANCE	0.00	0.00	0.00	0.00	0.00
01-43-525 SQD 117 MAINTENANCE	0.00	0.00	0.00	0.00	0.00
01-43-530 PROFESSIONAL FEES/MISC.	11,135.00	413.93	960.49	8.63	10,174.51
01-43-531 911 DISPATCH SERVICES	19,286.00	0.00	9,523.68	49.38	9,762.32
01-43-533 LEGAL	12,000.00	0.00	984.30	8.20	11,015.70

VILLAGE OF WINNEBAGO
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AS OF: JUNE 30TH, 2024

Section 16. Item #b.

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-43-534 LEXIPOL	4,851.00	0.00	0.00	0.00	4,851.00
01-43-540 NEW HIRE PHYSICAL/PSYCH EXAMS	2,500.00	170.00	1,240.00	49.60	1,260.00
01-43-551 POSTAGE	250.00	8.73	39.77	15.91	210.23
01-43-552 TELEPHONE & INTERNET	3,150.00	123.70	1,324.78	42.06	1,825.22
01-43-553 CELL PHONES	3,780.00	333.33	2,031.08	53.73	1,748.92
01-43-561 DUES/MEMBERSHIPS/SUBSCRIPTIONS	700.00	0.00	0.00	0.00	700.00
01-43-562 TRAVEL EXPENSES	1,000.00	0.00	0.00	0.00	1,000.00
01-43-563 TRAINING/TUITION	10,000.00	0.00	1,565.00	15.65	8,435.00
01-43-594 IML/RENEWAL CONTRIBUTION	31,000.00	0.00	0.00	0.00	31,000.00
01-43-653 POLICE GARAGE WATER USAGE	150.00	10.61	88.22	58.81	61.78
01-43-655 FUEL/GREASE/OIL	18,000.00	3,490.80	8,728.53	48.49	9,271.47
01-43-658 MISC. EXPENSES	4,000.00	128.41	1,083.60	27.09	2,916.40
01-43-660 PRINTING	500.00	0.00	333.24	66.65	166.76
01-43-830 SMALL EQUIP. PURCH OR RENTAL	20,300.00	0.00	8,250.00	40.64	12,050.00
01-43-831 LARGE EQUIP. PURCH-FIXED ASSET	21,000.00	0.00	8,700.00	41.43	12,300.00
01-43-832 EQUIPMENT SINKING FUND	25,000.00	0.00	0.00	0.00	25,000.00
01-43-953 GRANTS	0.00	0.00	0.00	0.00	0.00
01-43-959 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	1,086,687.00	71,800.25	400,554.72	36.86	686,132.28

TOTAL EXPENDITURES	2,297,465.00	140,171.68	794,127.08	34.57	1,503,337.92
REVENUES OVER/(UNDER) EXPENDITURES	0.00	157,350.36	212,596.71	(	212,596.71)

FUND- 15 -MFT FUND

REVENUES

15-343 MOTOR FUEL TAX	68,385.00	0.00	26,300.89	38.46	42,084.11
15-346 TRANSPORTATION RENEWAL FUND	55,860.00	0.00	25,611.33	45.85	30,248.67
15-350 REBUILD IL BOND FUND GRANT	0.00	0.00	0.00	0.00	0.00
15-381 INTEREST	13,200.00	0.00	10,845.60	82.16	2,354.40
15-399 TRANSFER IN	311,055.00	0.00	0.00	0.00	311,055.00

TOTAL REVENUES	448,500.00	0.00	62,757.82	13.99	385,742.18
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EXPENDITURES

MFT

15-46-501 MISC EXPENSE	0.00	0.00	0.00	0.00	0.00
15-46-502 ENGINEERING - MFT	48,000.00	0.00	18,208.87	37.94	29,791.13
15-46-576 COM ED **	0.00	0.00	0.00	0.00	0.00

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15-46-850 MFT ROAD PROJECT	400,500.00	0.00	0.00	0.00	400,500.00
TOTAL MFT	448,500.00	0.00	18,208.87	4.06	430,291.13
TOTAL EXPENDITURES	448,500.00	0.00	18,208.87	4.06	430,291.13

REVENUES OVER/(UNDER) EXPENDITURES 0.00 0.00 44,548.95 (44,548.95)

FUND- 17 -COMMUNITY DEV FUND

REVENUES					
17-307 DEVELOPMENT ESCROW	20,000.00	0.00	0.00	0.00	20,000.00
17-329 PERMITS/INSPECTION FEES	15,500.00	975.00	17,100.25	110.32 (	1,600.25)
17-330 CODE ENFORCEMENT FINES	1,500.00	0.00	0.00	0.00	1,500.00
17-371 GRANTS	0.00	0.00	0.00	0.00	0.00
17-381 INTEREST	6,900.00	0.00	7,334.00	106.29 (	434.00)
17-382 VERIZON WATER TOWER RENT	9,900.00	825.00	4,950.00	50.00	4,950.00
17-385 LIGHTED DIAMOND FEES	0.00	0.00	0.00	0.00	0.00
17-386 UTV REGISTRATION FEES	5,000.00	400.00	2,500.00	50.00	2,500.00
17-387 FRANCHISE FEES	23,000.00	0.00	8,890.07	38.65	14,109.93
17-388 MISC INCOME	500.00	200.00	1,825.00	365.00 (	1,325.00)
17-389 EXCISE TAX	5,800.00	0.00	2,429.33	41.89	3,370.67
17-390 LIQUOR LICENSE FEES	20,250.00	0.00	21,500.00	106.17 (	1,250.00)
17-391 GAMING LICENSE FEE	30.00	0.00	20.00	66.67	10.00
17-392 VIDEO GAMING	83,500.00	7,514.38	40,633.59	48.66	42,866.41
17-399 TRANSFER IN	182,150.00	0.00	0.00	0.00	182,150.00
TOTAL REVENUES	374,030.00	9,914.38	107,182.24	28.66	266,847.76

EXPENDITURES

COMMUNITY DEVELOPMENT

17-47-421 OFFICE SALARIES	5,614.00	441.59	2,901.49	51.68	2,712.51
17-47-422 CODE ENFORCEMENT OFFICER	12,000.00	960.00	6,720.00	56.00	5,280.00
17-47-423 BUILDING INSPECTOR	12,000.00	1,000.00	7,000.00	58.33	5,000.00
17-47-424 ELECTRICAL INSPECTOR	8,650.00	375.00	2,259.75	26.12	6,390.25
17-47-429 VILLAGE ADMINISTRATOR	36,632.00	2,305.38	9,797.87	26.75	26,834.13
17-47-450 CODE ENFORCEMENT FINE COSTS	1,500.00	0.00	0.00	0.00	1,500.00
17-47-451 HEALTH INSURANCE	8,175.00	0.00	0.00	0.00	8,175.00
17-47-452 HEALTH INS. DEDUCTIBLE REIMBUR	334.00	0.00	0.00	0.00	334.00
17-47-453 IDES/UNEMPLOYMENT INSURANCE	231.00	0.00	44.60	19.31	186.40
17-47-461 ADM SOCIAL SECURITY	2,898.00	181.15	884.37	30.52	2,013.63

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	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
17-47-463 ADM MEDICARE	678.00	42.36	206.81	30.50	471.19
17-47-465 IMRF BENEFITS	3,880.00	211.37	996.27	25.68	2,883.73
17-47-530 PROFESSIONAL FEES	2,000.00	1,105.00	2,169.00	108.45 (	169.00)
17-47-532 ENGINEERING	3,500.00	0.00	0.00	0.00	3,500.00
17-47-533 LEGAL	20,000.00	0.00	3,224.20	16.12	16,775.80
17-47-561 DUES/MEMBERSHIPS/SUBSCRIPTIONS	4,500.00	0.00	1,875.00	41.67	2,625.00
17-47-576 COM ED **	865.00	0.00	244.49	28.26	620.51
17-47-658 MISC. EXPENSES	5,123.00	0.00	1,009.01	19.70	4,113.99
17-47-701 COMMUNITY DEVELOPMENT	50,000.00	0.00	0.00	0.00	50,000.00
17-47-832 PARK EQUIPMENT SINKING FUND	2,000.00	0.00	0.00	0.00	2,000.00
17-47-900 PRESIDENTIAL CONTINGENCY	1,200.00	0.00	0.00	0.00	1,200.00
17-47-911 COMMUNITY EXPENSES	4,250.00	0.00	1,763.16	41.49	2,486.84
17-47-912 COMMUNITY PROJECTS	170,000.00	0.00	136,942.73	80.55	33,057.27
17-47-953 GRANTS	0.00	0.00	0.00	0.00	0.00
17-47-959 TRANSFER OUT	18,000.00	500.00	3,500.00	19.44	14,500.00
TOTAL COMMUNITY DEVELOPMENT	374,030.00	7,121.85	181,538.75	48.54	192,491.25

TOTAL EXPENDITURES	374,030.00	7,121.85	181,538.75	48.54	192,491.25
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,792.53 (	74,356.51)		74,356.51
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FUND- 24 -STRATEGIC RESERVE CAPITAL

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REVENUES					
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24-381 INTEREST	12,500.00	0.00	6,928.19	55.43	5,571.81
24-399 TRANSFER IN	346,000.00	0.00	346,000.00	100.00	0.00

TOTAL REVENUES	358,500.00	0.00	352,928.19	98.45	5,571.81
	=====	=====	=====	=====	=====

EXPENDITURES

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STRATEGIC RESERVES

24-45-959 TRANSFER OUT	346,000.00	0.00	0.00	0.00	346,000.00
TOTAL STRATEGIC RESERVES	346,000.00	0.00	0.00	0.00	346,000.00

TOTAL EXPENDITURES	346,000.00	0.00	0.00	0.00	346,000.00
	=====	=====	=====	=====	=====

REVENUES OVER/(UNDER) EXPENDITURES	12,500.00	0.00	352,928.19	(	340,428.19)
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VILLAGE OF WINNEBAGO
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50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FUND- 41 -SWEEP (FORMER GO BOND)					
=====					
REVENUES					
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41-305 GO BOND TAX W/C	0.00	0.00	0.00	0.00	0.00
41-381 INTEREST	1,000.00	0.00	1,432.25	143.23 (	432.25)
41-385 AMERICAN RESCUE PLAN	0.00	0.00	0.00	0.00	0.00
41-388 MISC INCOME	0.00	0.00	0.00	0.00	0.00
41-399 TRANSFER IN	0.00	0.00	50,000.00	0.00 (	50,000.00)
TOTAL REVENUES					
	1,000.00	0.00	51,432.25	5,143.23 (	50,432.25)
=====					
EXPENDITURES					
=====					
BOND - O & M					
41-44-959 TRANSFER OUT	0.00	250,000.00	793,955.47	0.00 (	793,955.47)
TOTAL BOND - O & M	0.00	250,000.00	793,955.47	0.00 (	793,955.47)
TOTAL EXPENDITURES					
	0.00	250,000.00	793,955.47	0.00 (	793,955.47)
=====					
REVENUES OVER/(UNDER) EXPENDITURES	1,000.00 (	250,000.00) (	742,523.22)		743,523.22

FUND- 51 -OPERATION & MAINTENANCE
=====

REVENUES					
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51-344 GRANTS	265,000.00	0.00	0.00	0.00	265,000.00
51-345 SALES TAX (1%)	430,000.00	0.00	171,825.23	39.96	258,174.77
51-361 WATER SALES	313,020.00	25,786.95	141,882.68	45.33	171,137.32
51-362 CAPITAL CHARGES	495,800.00	38,630.97	221,022.17	44.58	274,777.83
51-363 GARBAGE CHARGES	223,392.00	18,719.56	111,814.99	50.05	111,577.01
51-364 PRE-PAID WATER/SEWER	2,000.00 (	560.23) (	845.39)	42.27-	2,845.39
51-365 WATER FIXED ADMIN CHARGES	172,670.00	15,171.11	94,654.40	54.82	78,015.60
51-367 WATER HOOK-UP FEE	11,000.00	0.00	0.00	0.00	11,000.00
51-368 SEWER HOOK-UP FEE	12,000.00	0.00	0.00	0.00	12,000.00
51-373 ROCK 39 EQUIPMENT	15,000.00	0.00	0.00	0.00	15,000.00
51-374 ROCK 39 SALARY REIMBURSEMENT	65,740.00	5,358.38	41,740.23	63.49	23,999.77
51-375 ROCK 39 FUEL/MILEAGE REIMB.	13,840.00	1,128.08	8,787.42	63.49	5,052.58
51-376 RECAPTURE FEES	10,000.00	0.00	0.00	0.00	10,000.00

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50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
51-381 INTEREST	78,750.00	0.00	47,404.06	60.20	31,345.94
51-382 VERIZON WATER TOWER RENT	4,950.00	412.50	2,475.00	50.00	2,475.00
51-385 VEHICLE/EQUIPMENT SALES	15,000.00	0.00	8,250.51	55.00	6,749.49
51-388 MISC INCOME	1,000.00	0.00	15,650.00	1,565.00 (	14,650.00)
51-390 LOSS ON DISPOSAL OF ASSETS	0.00	0.00	0.00	0.00	0.00
51-393 METER SALES	3,000.00	0.00	0.00	0.00	3,000.00
51-395 UTIL INCOME/SHUT OFF NOTICE	2,000.00	0.00	1,333.39	66.67	666.61
51-399 TRANSFER IN	519,642.00	250,000.00	447,955.47	86.20	71,686.53
TOTAL REVENUES	2,653,804.00	354,647.32	1,313,950.16	49.51	1,339,853.84
=====					
EXPENDITURES					
=====					
O & M					
51-44-421 OFFICE SALARIES	82,160.00	6,379.66	35,178.52	42.82	46,981.48
51-44-422 ROCK 39 SALARY	0.00	0.00	0.00	0.00	0.00
51-44-423 PART-TIME WAGES	5,600.00	943.93	1,888.96	33.73	3,711.04
51-44-425 METER READER/LAB ASSISTANT	0.00	254.98	17,422.64	0.00 (	17,422.64)
51-44-426 DIRECTOR PUBLIC WORKS	80,587.00	5,987.36	38,434.37	47.69	42,152.63
51-44-428 PUBLIC WORKS WAGES	90,682.00	6,809.72	27,798.32	30.65	62,883.68
51-44-429 VILLAGE ADMINISTRATOR	36,632.00	2,305.38	9,797.87	26.75	26,834.13
51-44-451 HEALTH INSURANCE	34,180.00	1,513.95	8,343.24	24.41	25,836.76
51-44-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
51-44-453 IDES/UNEMPLOYMENT INSURANCE	733.00	0.00	406.45	55.45	326.55
51-44-461 ADM SOCIAL SECURITY	18,331.00	1,294.47	7,659.82	41.79	10,671.18
51-44-463 ADM MEDICARE	4,288.00	302.73	1,791.39	41.78	2,496.61
51-44-465 IMRF BENEFITS	24,075.00	1,654.56	10,097.48	41.94	13,977.52
51-44-512 OFFICE & COMPUTER EQUIPMENT	13,000.00	51.45	1,779.73	13.69	11,220.27
51-44-519 MAINTENANCE SERVICE - EQUIPTME	17,500.00	3,641.00	19,160.00	109.49 (	1,660.00)
51-44-521 WINGIS	2,000.00	0.00	1,210.44	60.52	789.56
51-44-530 PROFESSIONAL FEES/MISC	2,500.00	517.50	1,342.60	53.70	1,157.40
51-44-531 SPECIAL AUDIT	0.00	0.00	0.00	0.00	0.00
51-44-532 ENGINEERING	180,000.00	1,350.00	22,789.00	12.66	157,211.00
51-44-533 CELLULAR METER MONTHLY FEES	12,000.00	0.00	6,047.75	50.40	5,952.25
51-44-534 LEGAL	2,000.00	0.00	100.00	5.00	1,900.00
51-44-540 PRE-EMPLOYMENT PHYSICAL	500.00	0.00	170.00	34.00	330.00
51-44-541 METER UPGRADE	55,000.00	0.00	0.00	0.00	55,000.00
51-44-542 WATER UPGRADE	750,000.00	0.00	21,245.11	2.83	728,754.89
51-44-543 ALARM SYS./TELEPHONE/INTERNET	7,000.00	363.29	3,079.26	43.99	3,920.74
51-44-544 IEPA LOAN -WATER TOWER	97,940.00	0.00	97,939.84	100.00	0.16
51-44-551 POSTAGE	15,000.00	675.00	5,269.00	35.13	9,731.00
51-44-552 CELL PHONES	2,500.00	177.75	1,296.76	51.87	1,203.24
51-44-554 PUBLISHING/ADVERTISEMENTS	1,500.00	0.00	143.00	9.53	1,357.00
51-44-562 TRAVEL EXPENSES	1,000.00	0.00	0.00	0.00	1,000.00
51-44-563 TRAINING/TUITION	2,500.00	0.00	318.93	12.76	2,181.07
51-44-571 NI GAS / WELLS	4,500.00	69.80	1,081.03	24.02	3,418.97

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51-44-573 GARBAGE	220,596.00	18,609.78	110,927.67	50.29	109,668.33
51-44-576 COM ED **	20,000.00	0.00	10,694.44	53.47	9,305.56
51-44-579 WATER ANALYSIS	7,500.00	221.50	2,438.90	32.52	5,061.10
51-44-580 EPA PERMIT FEES	2,500.00	0.00	0.00	0.00	2,500.00
51-44-593 EQUIP/SOFTWARE MAINT/LEASE	7,500.00	660.00	660.00	8.80	6,840.00
51-44-594 IML/RENEWAL CONTRIBUTION	18,000.00	0.00	0.00	0.00	18,000.00
51-44-651 OPERATING SUPPLIES/MISC. EXPEN	55,000.00	1,205.29	43,955.60	79.92	11,044.40
51-44-653 BUILDING WATER USAGE	750.00	65.27	363.81	48.51	386.19
51-44-654 WATER DEPOSIT REFUND EXPENSE	0.00	0.00	0.00	0.00	0.00
51-44-655 FUEL/GREASE/OIL	20,000.00	0.00	6,221.43	31.11	13,778.57
51-44-656 CHEMICALS	7,500.00	0.00	1,950.97	26.01	5,549.03
51-44-659 OFFICE SUPPLIES	0.00	186.00	201.61	0.00 (	201.61)
51-44-660 PRINTING	4,800.00	0.00	1,142.95	23.81	3,657.05
51-44-701 SULLIVAN'S PAYBACK AGREEMNT	6,950.00	0.00	5,649.51	81.29	1,300.49
51-44-702 FOUR RIVERS SAN. AUTH. IGA	422,000.00	0.00	350,196.17	82.98	71,803.83
51-44-703 RECAPTURE FEES	18,000.00	0.00	0.00	0.00	18,000.00
51-44-829 ROCK 39 EQUIPMENT PURCHASES	15,000.00	0.00	1,032.74	6.88	13,967.26
51-44-830 SMALL EQUIP. PURCHASE OR RENTA	10,000.00	0.00	3,768.24	37.68	6,231.76
51-44-831 LARGE EQUIP. PURCHASE-FIXED AS	12,000.00	0.00	0.00	0.00	12,000.00
51-44-832 ASSETS CAPITALIZED	0.00	0.00	162.88	0.00 (	162.88)
51-44-833 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
51-44-834 EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
51-44-951 DEPRECIATION EXPENSE	260,000.00	0.00	32,149.50	12.37	227,850.50
51-44-953 GRANTS	0.00	0.00	0.00	0.00	0.00
51-44-959 TRANSFER OUT	0.00	0.00	50,000.00	0.00 (	50,000.00)
51-44-999 SPECIAL ITEM EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL O & M	2,653,804.00	55,240.37	963,307.93	36.30	1,690,496.07

TOTAL EXPENDITURES	2,653,804.00	55,240.37	963,307.93	36.30	1,690,496.07
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	299,406.95	350,642.23	(	350,642.23)
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FUND- 90 -VILLAGE EVENTS

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REVENUES

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90-350 DONATIONS	2,000.00	0.00	1,100.00	55.00	900.00
90-351 FUNDRAISERS	0.00	0.00	0.00	0.00	0.00
90-352 MERCHANDISE SALES	0.00	0.00	0.00	0.00	0.00
90-353 FESTIVAL SALES	0.00	0.00	0.00	0.00	0.00
90-381 INTEREST	280.00	0.00	90.34	32.26	189.66
90-382 VENDOR FEES	0.00	0.00	0.00	0.00	0.00
90-387 SPONSOR ADS	0.00	0.00	0.00	0.00	0.00
90-388 MISC. INCOME	0.00	0.00	0.00	0.00	0.00
90-399 TRANSFER IN	18,000.00	500.00	3,500.00	19.44	14,500.00

TOTAL REVENUES	20,280.00	500.00	4,690.34	23.13	15,589.66
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50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
FOURTH OF JULY					
90-48-423 FESTIVAL LABOR	0.00	0.00	0.00	0.00	0.00
90-48-530 SECURITY	0.00	0.00	0.00	0.00	0.00
90-48-554 PUBLISHING/ADVERTISING	0.00	0.00	0.00	0.00	0.00
90-48-560 ENTERTAINMENT	0.00	0.00	0.00	0.00	0.00
90-48-572 MERCHANDISE	0.00	0.00	0.00	0.00	0.00
90-48-651 OPERATIONS/ MISC SUPPLIES	0.00	0.00	0.00	0.00	0.00
90-48-655 CONCESSIONS	0.00	0.00	0.00	0.00	0.00
90-48-658 MISC EXPENSES	150.00	0.00	0.00	0.00	150.00
90-48-915 VENDOR TICKET SALES	0.00	0.00	0.00	0.00	0.00
90-48-916 FIREWORKS	18,100.00	0.00	9,100.00	50.28	9,000.00
TOTAL FOURTH OF JULY	18,250.00	0.00	9,100.00	49.86	9,150.00
TOTAL EXPENDITURES	18,250.00	0.00	9,100.00	49.86	9,150.00
REVENUES OVER/(UNDER) EXPENDITURES	2,030.00	500.00 (	4,409.66)		6,439.66

LINE-ITEM TRANSFERS

NONE

CONSTRUCTION IN PROGRESS

Current Projects

Sullivan's Tax Rebate Agreement

Large Purchase Tracking

Grant Tracking

Village Debt

Com Ed Utility Tax

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Carryover/ prior year	\$	47,048.30	\$ 94,867.26	\$ 107,096.01	\$ 40,676.97	\$ 197,179.19	\$ 174,047.12	\$ 88,619.49	\$ 70,011.56				
Tax Received	\$	118,633.47	\$ 116,980.22	\$ 112,430.13	\$ 111,720.68	\$ 114,727.51	\$ 113,389.96	\$ 119,176.09	\$ 38,287.84				
Cost of Lighting	\$	(33,526.45)	\$ (37,148.24)	\$ (28,849.17)	\$ (35,218.47)	\$ (37,859.59)	\$ (43,314.54)	\$ (39,105.99)	\$ (20,111.44)				
Cost of Street project(s)	\$	(23,114.88)	\$ (35,997.42)	\$ (67,603.23)	\$ (150,000.00)								
Balance	\$	47,048.30	\$ 94,867.26	\$ 107,096.01	\$ 40,676.97	\$ 197,179.19	\$ 174,047.12	\$ 88,619.49	\$ 70,011.56	\$	\$	\$	\$

A/O 09/28/24

Annexation Agreement that 35% of Sales tax is rebated annually until \$600,000 is reached.

Annexation Agreement that 35% of Sales tax is rebated annually until \$600,000 is reached.

Approved Expenses 2024

Tracking items or services that were approved in the fiscal year.

Completed with Outstanding Balances

23-279

47

Grant Applications/Progress Tracking

Grant Title	Approved	Restricted Use	Total	Received	Notes
Axis Geospatial Grant to Winn. Col	Open	Mapping w/levels	\$ 20,000.00	In process	4/10/24- Chad reported that the second round of funding came up, and the Village was approved for \$20,000. RES approved on 4/8/24
ILEAS CAMERA GRANT IL Department of Commerce and Economic Opportunity	Closed	For Police body cameras	\$ 26,858.00	Received \$19,559.00 05/29/24	Cameras received 8/15/23. The PD received notification that the grant application was approved by ILEAS. The awarded amount is \$19,559 but has not been received as of 06/04/24

<https://www2.illinois.gov/dceo/AboutDCEO/GrantOpportunities/Pages/default.aspx>

Former Grant Funds Tracking

Grant Title	Received	Restricted Use	Total	Remaining Balance	Tracking
DCEO Cure Grant (Cares Act)	Yes	COVID Relief	\$ 127,926.00	\$ 10,174.32	In 2020 spent \$5,071.96 (front office changes for COVID) and \$10,705.72 in electronics for remote Board Meetings. In 2022 we spent \$1,974 for video "owls". * \$100,000 in 2024 Community Development budget for Park upgrade. * More electronics will be purchased for Board Room with remaining funds
DCEO Rebuild IL (Bond Funds) Public Infrastructure	Closed	Water Infrastructure	\$ 641,062.50	\$ -	We did not receive any information back and will not be including it in the 2024 budget.
Rebuild IL (Bond Funds) Grant	Yes	MFT Projects	\$ 204,368.10	\$ 68,123.10	Used \$136,245 for Elida Street Project in 2021. This project is complete
Rebuild IL (Bond Funds) Grant This is the remaining balance of the original Grant	Yes	MFT Projects	\$ 68,123.10	\$ 42,056.57	\$26,066.53 used in road project, leaving \$42,056.57 in MFT Fund. This will be used for road projects in 2024
American Rescue Plan Act (ARPA) Grant	Yes	ARPA Reporting Has been completed	\$ 407,029.18	\$ 203,514.59	\$203,514.59 committed in O&M for water infrastructure projects. \$203,514.59 is unrestricted and available for planning.

VILLAGE REVENUE

INCOME TAX

	2024	2023	2022	2021	2020	2019
Dec		26,963	26,945	22,499	20,637	20,303
Nov		34,318	30,031	25,372	23,310	21,486
Oct		50,948	47,425	44,259	34,497	32,920
Sept		26,357	25,904	24,355	23,823	18,451
Aug		29,038	23,836	23,062	42,044	20,848
July		44,182	46,279	41,072	30,752	29,083
Jun		33,162	27,414	45,783	19,365	19,447
May	78,678	70,722	93,322	52,181	31,264	62,272
Apr	45,531	41,240	46,252	38,199	31,932	29,937
Mar	28,839	25,624	21,650	23,957	21,741	18,638
Feb	44,370	43,264	49,949	34,761	29,237	30,954
Jan	46,891	43,756	40,058	32,879	28,378	25,729
Actual	244,308	469,574	479,064	408,380	336,982	330,067
Projected	732,923					
Budgeted	493,920					
Bdgt vs Act.	49.46%					

LOCAL USE TAX

	2024	2023	2022	2021	2020	2019
Dec		9,908	10,543	9,631	11,708	9,076
Nov		8,927	9,376	9,660	11,223	8,104
Oct		9,412	9,027	9,152	11,786	8,459
Sept		6,679	10,343	9,827	11,655	8,228
Aug		8,897	9,169	8,622	11,545	8,093
July		8,996	8,042	9,367	10,381	8,059
Jun		10,751	10,042	10,310	9,806	8,514
May	8,202	8,692	8,561	8,065	7,708	7,489
Apr	7,295	9,433	8,868	9,045	8,870	6,501
Mar	12,190	13,474	13,373	18,448	12,810	11,207
Feb	10,502	11,139	10,550	13,073	9,336	9,268
Jan	10,053	10,567	8,980	12,268	9,965	8,376
Actual	48,242	116,875	116,874	127,468	126,792	101,372
Projected	144,727					
Budgeted	125,244					
Bdgt vs Act.	38.52%					

PROPERTY TAX

	2024	2023	2022	2021	2020	2019
Dec		6,002	216	39	1,554	6,270
Nov			2,130	8,432	3,895	5,314
Oct		7,886	7,155	4,483	6,878	75,704
Sept		182,135	176,432	152,573	142,006	103,806
Aug		28,878	25,134	38,013	52,505	16,177
July		8,878	6,945	15,588	45,178	164,241
Jun		202,307	230,268	206,348	175,634	70,755
May	36,617	61,703	22,662	37,575	24,654	
Apr	0					
Mar	0					
Feb	0					
Jan	0					
Actual	36,617	497,789	470,942	463,051	452,303	442,267
Projected	506,890	Per W/C - Property Tax pmt for Nov w/b rec in Dec				
Budgeted	506,890					
Bdgt vs Act.	7.22%					

COMED UTILITY TAX

	2024	2023	2022	2021	2020	2019
Dec		7,888	8,321	8,068	8,185	9,091
Nov		7,682	7,703	8,546	8,628	8,139
Oct		9,534	15,151	11,009	9,585	9,694
Sept		11,258	5,852	11,263	10,731	10,325
Aug		11,139	11,194	11,259	13,017	12,840
July		9,753	11,387	11,330	9,715	8,940
Jun		6,882	8,411	8,048	7,605	7,759
May	6,866	7,067	7,970	7,565	7,512	7,786
Apr	9,780	8,027	8,467	8,380	8,398	8,801
Mar	2,910	8,684	9,106	9,570	8,724	9,422
Feb	10,087	9,313	9,999	9,436	9,067	9,944
Jan	8,645	21,950	9,827	10,254	10,554	9,690
Actual	38,288	119,176	113,390	114,728	111,721	112,430
Projected	153,151					
Budgeted	110,000					
Bdgt vs Act.	34.81%					
Current Budget	50.00%					

PPRT

	2024	2023	2022	2021	2020	2019
Dec		2,949	5,034	2,088		
Nov						
Oct		9,502	15,372	10,042	3,089	5,955
Sept						
Aug		1,848	1,303	766	2,436	410
July		11,463	11,413	6,027	3,297	3,421
Jun						
May	8,292	14,179	15,851	8,271	3,173	5,792
Apr	3,430	8,739	11,839	6,418	4,964	4,764
Mar	3,845	5,501	10,015	1,374	719	958
Feb						
Jan	6,521	11,104	7,647	3,802	3,616	2,429
Actual	22,088	65,286	78,474	38,784	22,093	24,719
Projected	66,263					
Budgeted	50,000					
Bdgt vs Act.	44.18%					

Section 16. Item #b.

SALES TAX

	2024	2023	2022	2021	2020	2019
Dec		52,253	52,369	42,096	64,055	26,846
Nov		50,731	56,826	44,401	35,474	31,983
Oct		54,558	56,100	47,725	32,441	31,931
Sept		53,731	62,622	44,810	32,535	32,143
Aug		52,807	58,635	44,877	34,269	30,347
July		49,785	53,719	40,868	28,114	27,512
Jun		45,726	53,690	41,314	28,136	30,400
May	40,709	39,074	40,789	29,964	25,369	24,682
Apr	41,373	39,869	39,130	34,610	25,550	26,517
Mar	51,478	53,237	49,512	31,926	30,185	30,016
Feb	48,093	48,626	44,321	29,689	27,757	28,380
Jan	51,239	51,786	46,372	33,941	29,424	29,533
Actual	232,893	592,182	614,085	466,222	393,309	350,291
Projected	698,680					
Budgeted	580,000					
Bdgt vs Act.	40.15%					

SALES TAX 1%

	2024	2023	2022	2021	2020	2019
Dec		38,046	38,493	30,409	46,970	17,740
Nov		39,292	43,052	32,348	23,012	20,392
Oct		39,007	43,183	32,546	18,501	22,025
Sept		40,358	49,674	32,263	18,908	21,875
Aug		40,872	45,368	31,665	20,999	20,514
July		36,614	40,358	27,624	14,158	18,730
Jun		33,874	39,561	28,890	15,172	19,495
May	29,507	28,165	30,033	20,584	15,397	15,450
Apr	29,388	30,116	26,274	22,599	14,385	16,422
Mar	38,180	38,095	37,605	20,761	18,122	19,221
Feb	36,761	37,025	34,000	19,183	17,605	18,776
Jan	37,989	38,685	32,282	21,192	18,659	19,130
Actual	171,825	440,149	459,883	320,065	241,887	229,770
Projected	515,476					
Budgeted	430,000					
Bdgt vs Act.	39.96%					

VIDEO GAMING

	2024	2023	2022	2021	2020	2019
Dec		6,697	5,464	5,319	1,775	
Nov		6,875	5,647	4,736	4,868	
Oct		7,134	5,008	5,114	1,390	
Sept		6,587	6,092	4,673	1,299	
Aug		6,329	5,574	5,442	557	
July		5,180	5,158	4,528	0	
Jun		7,258	5,436	4,791	0	
May	6,915	9,098	5,390	4,397	804	
Apr	6,569	4,933	4,422	3,552	1,357	
Mar	6,719	6,196	4,983	2,061	735	
Feb	5,954	4,669	5,224	1,775	861	
Jan	6,963	4,533	4,377	0	769	
Actual	33,119	75,487	62,776	46,388	14,417	0
Projected	99,358					
Budgeted	83,500					
Bdgt vs Act.	39.66%					

VILLAGE REVENUE

EXCISE TAX (TELECOMMUNICATIONS)

	2024	2023	2022	2021	2020	2019
Dec		2,939	3,979	2,965	3,101	4,480
Nov		3,242	3,112	2,848	3,430	4,313
Oct		2,778	2,954	2,803	4,064	4,283
Sept		3,038	2,841	3,033	4,419	4,224
Aug		3,044	2,682	2,929	3,649	4,189
July		2,818	2,713	2,837	4,079	4,214
Jun		3,210	2,946	2,891	4,419	4,513
May	2,663	2,894	2,452	2,806	3,943	5,079
Apr	2,899	2,965	2,783	2,518	4,199	4,289
Mar	3,270	3,155	2,932	2,715	4,474	4,469
Feb	2,948	2,997	2,806	2,915	4,787	4,404
Jan	2,796	2,978	2,887	3,015	4,317	4,399
Actual	14,576	36,059	35,086	34,275	48,879	52,855
Projected	43,728		Police	Com Dev		
Budgeted	34,800		12147	2,429		
Bdgt vs Act.	41.89%					

MFT (MOTOR FUEL TAX)

	2024	2023	2022	2021	2020	2019
Dec		6,292	5,674	6,366	5,767	6,964
Nov		5,340	5,675	5,743	5,786	6,090
Oct		5,984	6,014	6,169	5,771	6,546
Sept		5,511	5,620	6,570	6,340	5,691
Aug		5,766	6,027	5,992	5,332	7,168
July		5,874	6,301	6,101	4,284	5,735
Jun		5,656	6,084	5,888	4,324	6,290
May	5,207	5,538	6,021	5,989	5,509	6,864
Apr	4,770	4,751	6,026	5,074	5,974	5,852
Mar	5,261	4,655	3,784	4,675	5,387	6,119
Feb	4,891	4,905	6,202	4,987	5,403	6,728
Jan	6,173	6,755	6,863	6,309	9,228	6,735
Actual	26,301	67,028	70,291	69,861	69,104	76,781
Projected	105,204					
Budgeted	68,385					
Bdgt vs Act.	38.46%					

POLICE FINES - Winnebago Co

	2024	2023	2022	2021	2020	2019
Dec		164	926	1,817	200	1,357
Nov		1,568	1,065	1,738	305	2,009
Oct		2,966	649	885	1,313	1,753
Sept		1,363	458	1,111	1,503	1,854
Aug		1,507	649	449	650	1,511
July		2,535	846	1,412	2,610	1,354
Jun		1,743	261	412	1,578	690
May	2,150	572	1,553	128	2,966	829
Apr	1,109	106	1,246	1,505	2,429	1,244
Mar	982	836	460	169	1,677	2,652
Feb	518	334	365	253	2,358	1,436
Jan	245	1,696	469	1,324	1,141	1,327
Actual	5,002	15,390	8,946	11,202	18,729	18,016
Projected	15,007					
Budgeted	14,000					
Bdgt vs Act.	35.73%					

GENERAL FUND MONTHLY TOTALS

	2024	2023	2022	2021	2020	2019
Dec	0	103,260	107,549	87,982	108,809	70,934
Nov	0	105,265	107,433	91,228	82,238	74,259
Oct	0	137,217	146,677	125,449	95,689	93,616
Sept	0	101,412	108,167	93,674	83,832	73,371
Aug	0	107,171	107,468	91,966	107,357	76,728
July	0	127,370	134,172	112,064	86,673	81,388
Jun	0	100,092	103,145	108,834	69,915	70,759
May	145,832	142,984	169,428	109,582	79,705	113,101
Apr	110,943	110,693	117,793	99,522	84,277	81,014
Mar	102,973	110,089	107,170	88,262	78,870	74,711
Feb	116,437	115,891	118,034	90,151	80,308	82,999
Jan	126,516	142,540	113,893	96,626	86,740	80,845
	602,701	1,403,985	1,440,930	1,195,339	1,044,415	973,725
Current Budget	50.00%					

HEAVY LOAD PERMIT

	2024	2023	2022	2021	2020	2019
Dec					306	176
Nov						235
Oct		125	300		75	375
Sept			225		435	
Aug			175	125	225	
July			280	200	185	160
Jun			235	75	470	125
May	0		75	375	590	
Apr	195				75	205
Mar	25	50	150			
Feb		180			125	50
Jan		25	125	125	485	690
Actual	220	380	1,565	1,200	2,840	1,990
Projected	500					
Budgeted	500					
Bdgt vs Act.	44.00%					

Section 16. Item #b.

Single trip or 120 day permits for heavy vehicles

TRF (TRANSPORTATION RENEWAL FUND)

	2024	2023	2022	2021	2020	2019
Dec		5,901	4,358	4,517	4,140	4,609
Nov		5,045	4,305	4,133	4,019	4,188
Oct		5,589	4,492	4,552	4,167	4,655
Sept		5,411	4,540	4,619	4,359	4,621
Aug		4,726	4,554	4,327	3,837	
July		5,154	4,505	4,308	3,208	
Jun		4,962	4,354	4,245	2,958	
May	5,367	4,907	4,384	4,226	3,689	
Apr	4,838	4,393	4,297	3,706	3,905	
Mar	5,194	4,765	3,498	3,799	4,155	
Feb	4,910	4,294	4,346	3,987	4,243	
Jan	5,302	4,720	4,669	3,985	4,385	
Actual	25,611	59,867	52,303	50,404	47,064	
Projected	102,445					
Budgeted	55,860					
Bdgt vs Act.	45.85%					

CANNABIS

	2024	2023	2022	2021	2020	2019
Dec		360	358	339	149	
Nov		366	385	401	173	
Oct		360	349	459	153	
Sept		350	380	386	234	
Aug		397	474	324	173	
July		373	339	363	151	
Jun		362	409	412	113	
May	423	355	409	355	146	
Apr	441	420	453	351	290	
Mar	415	364	432	272	218	
Feb	412	372	408	276		
Jan	371	373	415	343		
Actual	2,062	4,452	4,811	4,283	1,800	
Projected	6,185					
Budgeted	4,822					
Bdgt vs Act	92.33%					

WATER SALES

	2024	2023	2024	2023	2024	2023
Dec		25,511		15,929		42,322
Nov		22,129		15,354		38,067
Oct		26,892		15,917		43,795
Sep		31,095		14,574		50,826
Aug		23,988		14,106		37,072
Jul		39,786		16,279		63,060
Jun		26,379		15,137		40,962
May	22,795	20,458	16,641	15,103	34,753	33,609
Apr	21,686	22,476	15,970	15,734	33,707	37,683
Mar	25,823	21,441	19,232	16,350	40,559	36,067
Feb	27,186	21,060	15,721	15,008	42,719	35,680
Jan	18,697	19,955	15,512	14,805	30,834	37,229
Actual	116,187	301,168	83,076	184,297	182,572	496,371
Projected	464,749		332,304		730,288	
Budgeted	313,020	290,080	172,670	181,552	495,800	495,800
Bdgt vs Act.	37.12%	103.82%	48.11%	101.51%	36.82%	101.51%

GENERAL FISCAL PROJECTIONS

	2019	2020	2021	2022	2023	2024
Actual	973,725	1,044,415	1,195,339	1,440,930	1,403,985	602,701
Projected						2,467,412
Budgeted						2,297,465
Bdgt vs Act						26.23%

O&M FISCAL PROJECTIONS

	2019	2020	2021	2022	Section 16. Item #b.	
Actual	1,095,547	1,127,464	1,245,270	1,393,570	1,421,986	553,661
Projected						2,042,817
Budgeted						2,653,804
Bdgt vs Act						20.86%

Village Debt 2024

	January	February	March	April	May	June	July	August	September	October	November	December
IL EPA												
Balance Due Totals												
Water Tower	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77						
Total	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77	\$ 963,031.77			\$ -	\$ -	\$ -	\$ -
Four Rivers Sanitary Auth.												
These are the Balance Due Totals												
Fuller Creek Phase C	\$ 3,556,641.20	\$ 3,556,641.20	\$ 3,556,641.20	\$ 3,556,641.20	\$ 3,556,641.20							
Fuller Creek Phase D&F	\$ 1,105,851.13	\$ 1,074,667.53	\$ 1,074,667.53	\$ 1,074,667.53	\$ 1,074,667.53							
Future Costs	\$ 915,188.62	\$ 915,188.62	\$ 915,188.62	\$ 915,188.62	\$ 915,188.62							
Total	\$ 5,577,680.95	\$ 5,546,497.35	\$ 5,546,497.35	\$ 5,546,497.35	\$ 5,546,497.35				\$ -	\$ -	\$ -	\$ -
Total All Debt	\$ 6,540,712.72	\$ 6,509,529.12	\$ 6,509,529.12	\$ 6,509,529.12	\$ 6,509,529.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Jan/July

Jan/July
Feb/Aug
Jun/Dec

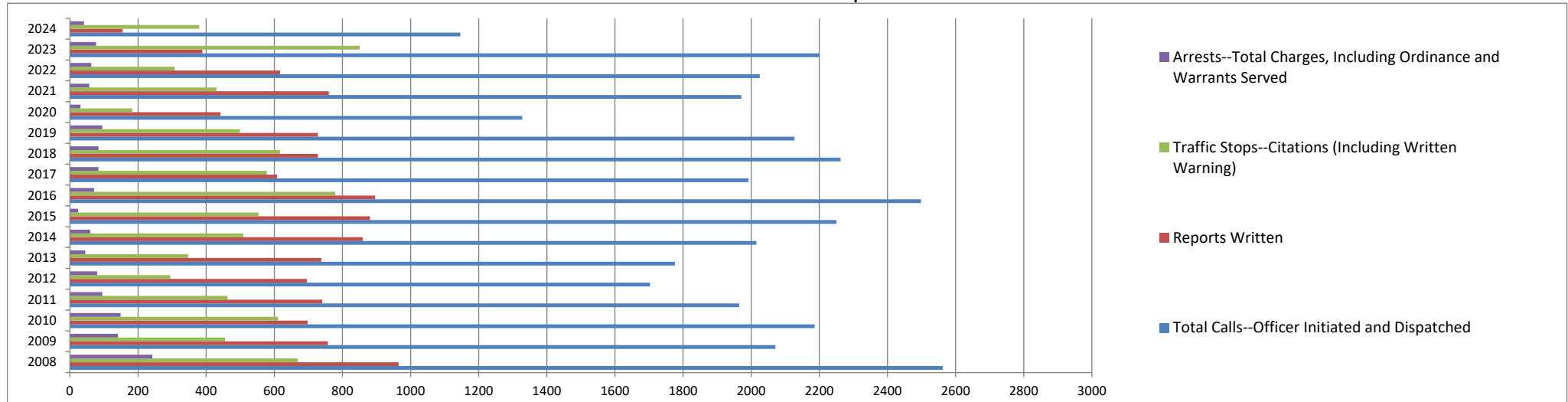
**Winnebago Police Department
2021/2022/2023/2024 Calls and Offenses**

Section 17. Item #a.

Offense Type	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total 2024	Total 2023	Total 2022	Total 2021
Aggravated Battery (including Agg. Domestic)	0	0	0	0	0	0							0	2	6	4
Armed Robbery	0	0	0	0	0	0							0	0	0	1
Assault (Includes Aggravated Offense)	0	0	0	0	0	0							0	2	5	0
Battery	0	0	0	0	0	0							0	7	8	4
Burglary/Burglary from Vehicle	0	0	0	0	0	0							0	0	3	5
Criminal Damage to Property	0	1	0	2	2	0							5	8	9	3
Criminal Damage to State Supported Property	0	0	0	0	0	0							0	0	0	0
DUI Alcohol / Drugs Includes Agg. DUI	0	0	0	1	0	0							1	7	11	5
Disorderly Conduct	0	0	1	3	0	1							5	14	15	12
Fleeing to Elude (Aggravated)	0	0	0	0	0	0							0	4	4	2
Domestic Trouble/Domestic Battery/OP Violation /Vio.Stalking Order	1	1	0	1	0	2							5	29	36	37
Hit and Run	1	0	1	1	0	0							3	2	4	7
ID Theft / Forgery / Decept. Prac.	0	1	1	1	1	0							4	11	9	23
Illegal Consumption / Minor in Possession of Alcohol	0	0	0	0	0	0							0	1	0	0
Possession of Cannabis (Manu./Deliver)	1	0	1	0	0	0							2	8	4	6
Possession of Controlled Substance	1	0	0	0	0	0							1	0	2	3
Possession of Drug Paraphernalia	0	0	0	0	0	0							0	2	1	1
Reckless Conduct	0	0	0	0	0	0							0	0	0	0
Reckless Discharge of a Firearm	0	0	0	0	0	0							0	0	0	0
Reckless / Negligent Driving	0	0	0	0	0	0							0	1	3	5
Residential Burglary	0	0	0	0	0	0							0	0	3	0
Resisting Obstructing Peace Officer	0	0	0	0	0	0							0	4	0	0
School Bus Arm Violation	0	0	0	0	0	0							0	2	3	3
Sexual Abuse/Assault	0	0	0	0	0	0							0	0	1	0
Suicide Attempt / Threat of Suicide / Mental Health Call	0	4	2	2	3	0							11	28	28	7
Suspended/Revoked Driver's License/Registration	1	5	7	6	4	8							31	29	8	19
No Valid Driver's License	0	0	0	1	0	0							1	4	4	5
Theft of Vehicle (Recover Stolen)	0	0	0	0	0	0							0	2	2	3
Theft Over \$500 / Retail Theft	0	0	0	1	0	0							1	1	4	2
Theft Under \$500.00 / Retail Theft	1	1	0	0	2	1							5	23	15	13
Unlawful Use of Weapon (Aggravated)	0	0	0	0	0	0							0	1	3	2
Violation of Bail Bond	0	0	0	0	0	0							0	0	0	1
Warrant Service	0	1	0	1	1	1							4	10	12	10

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

Calls for Service / Reports Written



Section 17. Item #a.

Total from previous Years	\$ 105,500.00
Grand Total	\$107,000.00

**Village Engineer Report
for
Village of Winnebago**

**Village Board Meeting
July 8, 2024**

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

Active Projects:

#22-837 S. Church Street and Goodling Street Water Main Looping Project – Easement exhibits sent to the Village for coordination with homeowners. Fehr Graham prepared to make permit submission when confirmation received that easements are acceptable to homeowners. A meeting was held at Fehr Graham’s office on March 26, 2024, to discuss progressing easement acquisition by Village. Per Chad Insko’s email dated April 19, 2024, both property owners are granting easement access within their properties. Fehr Graham provided legal easement descriptions in Luke Ziegler’s email dated May 6, 2024.

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

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

#23-1378 Winnebago Clayton Court WM Looping Design – A final alignment was decided between the Village and Fehr Graham, and the plan set has been updated. An Application for Construction Permit was submitted to the IEPA on February 5, 2024. Final easement exhibits were prepared and submitted to the Village for coordination with property owners. A meeting between the Village and Fehr Graham regarding easement acquisition for the project was held on March 26, 2024. Letters have been sent to all affected property owners.

#24-125-PH01 Winnebago General – Fehr Graham completed a plan review submittal pertaining to the Peak Storage development located on Kasch Drive within the Village. Review comments were sent to Mr. Joseph Dienberg via email dated June 26, 2024.

#24-125-PH04 Winnebago General – Colton Johnson, an NBIS certified bridge inspector, assisted Chad Insko with an inspection of a box culvert located on Westfield Road. A report is being finalized by Fehr Graham’s structural team, and will be provided to the Village once completed.

#24-271 Winnebago 2024 MFT Street Design – Project scope was discussed with the Village to confirm what the base bid and alternate bid will be. Bid opening was held on Monday, April 15, 2024. Four (4) bids were received with Rock Road being the low bid for the project. The Village Board approved the award of the project on Monday, May 13, 2024. Formal Contract and Contract Bond were executed by the Village and Rock Road. Fehr Graham will coordinate submittal of documents to IDOT. A pre-construction meeting was held on site Monday, June 3, 2024, where representatives from the Village, Rock Road and Fehr Graham were present and discussed the project's scope and construction needs/schedule.

#24-271A Winnebago 2024 MFT Street Construction – Construction for the Village MFT project started on Tuesday, June 25, 2024. Fehr Graham has been on site, inspecting all removals and coordinating questions and schedule as necessary between the Village and the Contractor.

Respectfully Submitted,



Luke Ziegler
Staff Engineer

O:\Winnebago, Village of\24-125 - 2024 General Engineering Services\PA Final\PH05 - Village Board - General Items\Village Engineer Reports\24-125 - Winnebago 2024-07-08 July Engineer Report.doc

CODE ENFORCEMENT OFFICER AND BUILDING OFFICIAL REPORT

June 11 – July 1, 2024

CODE ENFORCEMENT:

- 114 S BENTON PROPERTY MAINTINENCE/IN PROCESS OF DEMO BUILDING – NO UPDATE
- 201 S ELIDA – HIGH GRASS – letter sent
- 409 MALLARD RD – HIGH WEEDS – letter sent/ vehicle in yard, not cut
- 307 S GOODLING ST – HIGH GRASS - letter sent/cut around the house, extra field has not been mowed

RESOLVED FROM LAST MONTH:

- 207 N BENTON ST – HIGH GRASS – letter sent in May
- 311 N SWIFT ST – HIGH WEEDS – letter sent in May
- N. BENTON ST – EMPTY LOT – HIGH GRASS – letter sent
- 110 S ELIDA – HIGH GRASS – letter sent

Removed 14 advertisement signs from utility poles throughout the Village

BUILDING OFFICIAL:

PROJECT	ISSUE DATE	NAME	LOCATION	DESCRIPTION
24-48	6/05/2024	BAILEY, GARRY	919 JESSICA TRAIL	RES REMODEL
24-49	6/07/2024	TOOT, RONALD	410 ZEARL CT	ROOF TOP SOLAR
24-51	6/19/2024	DELAHANTY, MEGAN	206 S. SEWARD	RESIDENTIAL FENCE
24-52	6/14/2024	ADDINGTON, TIPTON	503 ZIERKE COURT	DRIVEWAY
24-53	6/19/2024	SULLIVAN, GARY	809 GREENLEE AVE	SHED
24-54	6/19/2024	WAYNE, DENNY & CHERYL	608 S CHURCH STREET	ROOF TOP SOLAR
24-55	6/24/2024	LORING, RICHARD	304 HAWKINS	RESIDENTIAL FENCE
24-56	6/24/2024	TICE, BRANDON	405 DAVID DRIVE	POOL-ABOVE GROUND
2450 (S/B 24-50)	6/07/2024	FLYNN, JOSEPH & AMANDA	514 S SEWARD ST	ROOF TOP SOLAR
*** TOTALS ***		NUMBER OF PROJECTS:	9	VALUATION: 77,500.00 FEES: 750.00



Casper Manheim,
Building Official & Code Enforcement Officer

MONTHLY REPORT ON PUMPAGE 2024

<u>CYCLE MONTH</u>	<u>GALLONS PUMPED WELL #2</u>	<u>GALLONS YTD WELL #2</u>	<u>GALLONS PUMPED WELL #3</u>	<u>GALLONS YTD WELL #3</u>	<u>GALLONS PUMPED WELL #4</u>	<u>GALLONS YTD WELL #4</u>	<u>GALLONS YTD</u>
May	1,522,000	9,119,000	2,381,000	8,020,000	3,099,000	12,597,000	29,736,000
April	1,783,000	7,597,000	1,920,000	5,639,000	2,564,000	9,498,000	22,734,000
March	1,929,000	5,814,000	989,000	3,719,000	2,450,000	6,934,000	16,467,000
February	1,833,000	3,885,000	1,218,000	2,730,000	2,252,000	4,484,000	11,099,000
January	2,052,000	2,052,000	1,512,000	1,512,000	2,232,000	2,232,000	5,796,000

(FROM MONTHLY REPORT ON PUMPAGE, CHEMICAL ADDITIONAL AND WATER LEVEL REPORT)

Z:\WATER DEPT\MONTHLY WATER REPORTS\2024 WELL HOUSE PRODUCTION TOTALS

MONTHLY WATER USAGE 2024

2024 READ CYCLE DATES	CYCLE DAYS	GALLONS PUMPED WELL # 2	GALLONS YTD WELL #2	GALLONS PUMPED WELL # 3	GALLONS YTD WELL #3	GALLONS PUMPED WELL # 4	GALLONS YTD WELL #4	TOTAL GALLONS PUMPED	GALLONS PUMPED YTD	TOTAL GALLONS BILLED FROM REGISTER	GALLONS LESS (PUMPAGE OF Well #2, #3, #4)	GALLONS YTD PER BILLING REGISTER	% FOR MONTH	% YTD	LEAKS & MAIN SERVICE BREAKS
4/26/24-05/23/24	27	1,522,000	10,453,900	2,381,000	8,106,700	3,099,000	12,700,200	7,002,000	31,260,800	12,969,237	5,967,237	28,670,408	85%	92%	
3/26/24 -04/25/24	30	1,972,500	8,931,900	1,539,700	5,725,700	2,306,000	9,601,200	5,818,200	24,258,800	11,052,493	5,234,293	22,703,171	90%	94%	water main break, hydrant flush
2/26/24-3/25/24	28	1,878,700	6,959,400	1,017,500	4,186,000	2,160,000	7,295,200	5,056,200	18,440,600	9,883,714	4,827,514	17,468,878	95%	95%	
1/25/24-2/26/24		2,338,900	5,080,700	1,453,300	3,168,500	2,598,200	5,135,200	6,390,400	13,384,400	12,491,103	6,100,703	12,641,364	95%	94%	
12/19/24-1/24/24	36	2,741,800	2,741,800	1,715,200	1,715,200	2,537,000	2,537,000	6,994,000	6,994,000	13,534,661	6,540,661	6,540,661	94%	94%	

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

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UTILITY BILLING MONTHLY REPORT

MONTHLY REPORT ON PUMPAGE 2024

<u>CYCLE MONTH</u>	<u>GALLONS PUMPED WELL #2</u>	<u>GALLONS YTD WELL #2</u>	<u>GALLONS PUMPED WELL #3</u>	<u>GALLONS YTD WELL #3</u>	<u>GALLONS PUMPED WELL #4</u>	<u>GALLONS YTD WELL #4</u>	<u>GALLONS YTD</u>
June	1,703,000	10,822,000	2,187,000	10,207,000	3,016,000	15,613,000	36,642,000
May	1,522,000	9,119,000	2,381,000	8,020,000	3,099,000	12,597,000	29,736,000
April	1,783,000	7,597,000	1,920,000	5,639,000	2,564,000	9,498,000	22,734,000
March	1,929,000	5,814,000	989,000	3,719,000	2,450,000	6,934,000	16,467,000
February	1,833,000	3,885,000	1,218,000	2,730,000	2,252,000	4,484,000	11,099,000
January	2,052,000	2,052,000	1,512,000	1,512,000	2,232,000	2,232,000	5,796,000

(FROM MONTHLY REPORT ON PUMPAGE, CHEMICAL ADDITIONAL AND WATER LEVEL REPORT)
Z:\WATER DEPT\MONTHLY WATER REPORTS\2024 WELL HOUSE PRODUCTION TOTALS

MONTHLY WATER USAGE 2024

2024 READ CYCLE DATES	CYCLE DAYS	GALLONS PUMPED WELL # 2	GALLONS YTD WELL #2	GALLONS PUMPED WELL # 3	GALLONS YTD WELL #3	GALLONS PUMPED WELL # 4	GALLONS YTD WELL #4	TOTAL GALLONS PUMPED	GALLONS PUMPED YTD	TOTAL GALLONS BILLED FROM REGISTER	GALLONS LESS (PUMPAGE OF Well #2, #3, #4)	GALLONS YTD PER BILLING REGISTER	% FOR MONTH	% YTD	LEAKS & MAIN SERVICE BREAKS
			12,156,900		10,293,700		15,716,200	0	38,166,800		0	52,230,148	#DIV/0!	137%	
05/24/24-06/26/24	33	1,703,000	12,156,900	2,187,000	10,293,700	3,016,000	15,716,200	6,906,000	38,166,800	15,232,870	8,326,870	52,230,148	121%	137%	
4/26/24-05/23/24	27	1,522,000	10,453,900	2,381,000	8,106,700	3,099,000	12,700,200	7,002,000	31,260,800	12,969,237	5,967,237	28,670,408	85%	92%	
3/26/24 -04/25/24	30	1,972,500	8,931,900	1,539,700	5,725,700	2,306,000	9,601,200	5,818,200	24,258,800	11,052,493	5,234,293	22,703,171	90%	94%	water main break, hydrant flush
2/26/24-3/25/24	28	1,878,700	6,959,400	1,017,500	4,186,000	2,160,000	7,295,200	5,056,200	18,440,600	9,883,714	4,827,514	17,468,878	95%	95%	
1/25/24-2/26/24		2,338,900	5,080,700	1,453,300	3,168,500	2,598,200	5,135,200	6,390,400	13,384,400	12,491,103	6,100,703	12,641,364	95%	94%	
12/19/24-1/24/24	36	2,741,800	2,741,800	1,715,200	1,715,200	2,537,000	2,537,000	6,994,000	6,994,000	13,534,661	6,540,661	6,540,661	94%	94%	

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

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UTILITY BILLING MONTHLY REPORT



BOARD BRIEFS

Section 17. Item #e.

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

2024 VOLUME 17
WEEK OF JUNE 3

The Public Works team completed 18 Julie locates, mowed 2 complete circuits, and performed bat wing mowing on Prairie Path. They held a pre-construction meeting for the Meadows MFT project and completed IEPA-required Bacti samples at the Village of Winnebago and Winn County Water District. Additionally, IEPA-required Fl samples for QA and IEPA/IDPH-required samples for VOC and DBP at Winn County Water District were completed. The team also completed 3 meter topper swaps, mowed a property violating the weed ordinance, and conducted equipment maintenance, including servicing and oil changes for all pickups. An emergency repair was performed on a drainage easement field tile, road cracks and the parade route were weed sprayed, a 150' x 5' sidewalk on Benton Street was removed and replaced, and 2 new radar speed signs were hung at Swift and W McNair.

PUBLIC WORKS

The Police Department recorded 51 calls for service, wrote 2 incident reports, and made 2 arrests during this period. Additionally, 38 traffic citations and warnings were issued. Contact was made with a FLOCK representative regarding the installation of 2 Automated License Plate Reader (ALPR) cameras in the Village Right of Way. Consultations with Public Works Director Insko were held to ensure the appropriateness of locations and address any concerns. FLOCK installers will contact Director Insko for installation.

POLICE

On Monday and Tuesday of this week, the Deputy Clerk and Office Staff spent much of their time preparing their pieces and reports for the June 10th Village Board Packet. The Village Treasurer completed all 2023 reconciliations, and has turned in the Trial Balance to the auditors, hoping to begin their work next week. After Dana's hard work over the last month and a half, All 2023 bank statements tie out to the General ledger. The Village Administrator spent much the week in Galena attending the Illinois City/County Management Association Conference. This provided an opportunity to connect with colleagues and learn what they are doing in their municipalities. The Conference included a variety of informative topics, including economic development strategies, strategic planning and how to enhance recruitment and develop municipal staff.

OFFICE STAFF



BOARD BRIEFS

Section 17. Item #e.

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

2024 VOLUME 18
WEEK OF JUNE 10

A team of 5 Auditors were on site this week for the Annual Audit. They were originally scheduled to be here for 3 days. Thanks to the hard work and preparation by the Village Treasurer and other staff, they were able to finish their field work early on the 2nd day, which may potentially lead to savings on the total Audit cost. Additionally, the Treasurer completed the annual Treasurer's report, and will appear in the Gazette on June 20th. The Deputy Clerk completed 2 FOIA requests, completed post board meeting tasks and completed payroll. All office staff contributed in supplying information and reports to the auditors as requested. The Village Administrator continued preparing office budgets for 2025, and also participated in part two of three for an ICMA budgeting webinar course, all department heads were invited and have been provided recordings for the course. The Village Administrator also completed required NIMS training. Also, At Tuesday's Annual Winnebago Chamber of Commerce Awards Dinner, Stephanie King received the Volunteer of the Year Award

OFFICE STAFF

Public Works installed 45 cellular meter toppers and completed 18 Julie locates. Public Works Director Insko and Streets Supervisor Johnson attended IMLRMA Supervisor training in Loves Park, covering topics such as trenching and shoring competent person, confined space and elevated working, proper lifting, and back safety. The team replaced 2 chlorine injectors and calibrated auto flushers at the Winnebago County Water District, removed 140' of sidewalk in Resh Farms, and installed a sidewalk with final restoration of dirt and grass seed. They rough mowed with a batwing mower along the rural road route and completed 2 mowing circuits. Parade route improvements continued with road crack and walking path weed spraying. The entire Pecatonica Prairie path was dragged after ComEd contractor work. A walk-through of the MFT project was conducted with subcontractors to prepare for concrete removals, and tree trimming was done for the license plate reader at Cunningham and Elida.

PUBLIC WORKS

The Police Department recorded 40 calls for service and wrote 7 incident reports. No arrests were made during this timeframe; however, two ordinance violation citations were issued. Additionally, 9 traffic citations and warnings were issued. Two officers received awards at the Annual Chamber of Commerce Awards Dinner: Officer Jeffrey Spelman received the Community Betterment Award, and Officer Robert McNeely received the One to Watch Award. FLOCK cameras have begun installation in the Village, with the first one located at Cunningham and Elida Streets. Chief White and Sergeant Haff met with area Chiefs of Police to discuss topics such as crash reporting, area events, a large-scale active shooter training exercise, and various other items. Lighting equipment was ordered for the PW/PD UTV, and one golf cart and one UTV were registered. One of the police garage overhead door openers is being repaired or replaced, depending on the outcome of the parts. Sergeant Haff worked on the Motorola Camera Server, re-ran wires in the front office, and addressed Comcast phone issues throughout the week. Chief White continues to work on the annual budget to prepare a first draft.

POLICE



BOARD BRIEFS

Section 17. Item #e.

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

2024 VOLUME 19
WEEK OF JUNE 17

The Police Department recorded 67 Calls for Service, wrote 7 Incident reports, made 1 Arrest, and issued 27 Traffic citations and warnings. Officer Smith submitted his written letter to retire on July 1, 2024, after 23 years of dedicated service. Officer Mund will be joining the department full-time as of June 23, 2024, filling the open position left by Officer Smith's retirement. An anonymous officer purchased a basketball hoop to replace the one damaged in the recent storm. Officers assembled the hoop and delivered it to the Clayton Court Complex for use. Contact was made with several door-to-door solicitors who were advised of the permitting process. Officer McNeely will attend the Basic School Resource Officer Training class the week of June 23, 2024, and will serve as a backup to SRO Spelman. Officers responded to several weather-related issues due to storms passing through the area. Sgt. Haff corrected technical issues with the in-car camera systems, requiring 6 hours to complete the repairs.

POLICE

The Village Treasurer had a meeting with ComEd regarding MUT reporting, which is now due in September. ComEd is attempting to locate the prior report so that any changes can be validated. There are two PCI compliance SAQs to complete, and a call has been placed to Tyler regarding PCI compliance through Global Pay and Tyler, which has been forwarded to the Sales department. A meeting with the State of Illinois regarding PCI compliance through Epay was also held, and they are setting up the account. Once setup is complete, another meeting will be scheduled to finalize compliance for their site. The Annual Treasurer's Report also appeared in the Gazette this week. The Village Administrator met with the Village President and a local entrepreneur on a concept for a new downtown eatery. The Deputy Clerk completed weekly payroll functions and is also preparing for a payroll audit. Additionally, office staff prepared for next week's CoW meeting, preparing all necessary documents and drafting ordinances.

OFFICE STAFF

Public Works focused the early part of the week on restoration of critical infrastructure following the Father's Day storm surge, conducted brush clean-up and chipping operations, and cleaned up storm sewers and catch basins. They installed 45 water meter toppers, performed sidewalk installation and restoration, flushed dead-end hydrants, replaced the chlorine injector at Well 2, and carried out equipment maintenance. Additionally, they completed 24 Julie locates, one complete mowing circuit, and oversaw the beginnings of the MFT project limits. A meeting with Strand Engineering was held regarding the completion of the IEPA source water protection plan.

PUBLIC WORKS



BOARD BRIEFS

Section 17. Item #e.

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

2024 VOLUME 20
WEEK OF JUNE 24

The Public Works Department continued storm debris clean-up, addressing both recent and lingering storm effects. The team completed 45 meter topper change-outs and finished meter readings while training a new hire on the process. A restock of gravel was hauled in for upcoming sidewalk replacements, and 21 Julie locates were completed. Downtown parking areas were re-striped, and a survey was conducted on drainage issues caused by heavy storms. Inspections on MFT project progress were carried out, and 7 miles of walking paths and rural roads within the village limits were mowed. Elida Street was swept, and parking stalls on North Elida were striped. Two complete mowing circuits were performed, the final radar speed sign and solar panel were installed, and tires on the cold patch hopper trailer were repaired along with cold patching. Additionally, the walking path in town and all rural road crossings were swept.

PUBLIC WORKS

The Police Department recorded 48 Calls for Service this week, resulting in 3 incident reports and 5 arrests. Additionally, 23 traffic citations and warnings were issued. One FOIA request was received and processed. Officer Mund began his first week as a full-time officer, while Officer Cotter will take over evidence custodian duties following Officer Smith's retirement. Officer Spelman, Sgt. Haff, and Chief White attended a two-day training session in Byron, Illinois, covering "Identifying Threats & Keeping Schools Safe" and "Profiling Dangerous People and School Shooters." Sgt. Haff also completed the first pedal bus inspection.

POLICE

The annual treasurer's report has been completed and filed with the county. Reconciliation for January and February has been completed, and the monthly Board Treasurer's reports have been prepared. Additional information regarding PCI compliance has been received by the Village Treasurer. The front office handled billing week, and in total have completed scheduling around 100 meter swaps. The Deputy Clerk managed payroll, quarterly payroll reports, and post-meeting tasks following the Committee of the Whole (C.O.W.) meeting. The Village Administrator on Friday attended a Northern Illinois Councils of Government (NorthCOG) meeting. State representatives were in attendance, discussing the elimination of the Grocery Tax as well as other pertinent topics.

OFFICE STAFF

July 8, 2024 PRESIDENT'S REPORT

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

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

June 1 through June 7 – Vacation

June 10, 2024 – Attended and led the village board meeting from approximately 6:00 p.m. to 7:15 p.m.

June 19, 2024 – Scheduled meetings at Village Hall with two candidates that filed forms showing interest in future vacancy/vacancies on the Village Board. Met with Mary Mackenzie-Swofford to discuss her interest and what she would bring to the board. Very positive meeting 30+ minute meeting. The other candidate did not show up for his appointment. Will reach out to the other candidate to schedule another meeting.

June 19, 2024 – Met with area businessman, Mike Woolbright, and Village Administrator, Joey Dienberg, to discuss Mike's plans for a restaurant/supper club in downtown Winnebago. Also future expansion of the building and also additional business next to it. Will need to have alleyway go part way from Benton Street to the west edge of his property line to allow for deliveries and other access to the building. Discussed ideas of working with the village for improvements in and around the area.

June 26, 2024 – Met with Rich Graham, Jonathan Pierson, and Mark DeWall from Park Hills Church and Village Administrator, Joey Dienberg. Discussed upcoming expansion of building at the Winnebago site and proposal to add extra parking for church/village/public use along the south side of the T-ball diamond Hurd Young Memorial Park.

June 26, 2024 – Attended and led the Committee of the Whole (COW) meeting that lasted from approximately 6:00 p.m. to 7:30 p.m. General feedback for this type of meeting was positive.



Agenda Item Executive Summary

Item Name	A RESOLUTION APPROVING THE EXPENSE FOR CUNNINGHAM ROAD WATER MAIN REPLACEMENT IN THE AMOUNT OF UP TO \$47,100.00	Committee or Board	Committee
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

Four years ago, the Village advanced the Cunningham water main replacement project, which included replacement on specific streets, displayed on the map to the right. Based on recommendation from the Village Engineer, Fehr Graham, staff is considering converting the permit set into a bid set to pursue IEPA loan funding to complete the project next year, assuming bypass funding is available from IEPA after January 2025. The primary cost would be transitioning from a permit set to a bid set and renewing some permits with the IEPA and Winnebago County for the Cunningham work.

The Committee of the whole reviewed the project at the June 26th meeting. Fehr Graham has incorporated the appropriate changes to the proposal attached.



LOCATION MAP

ATTACHMENTS (PLEASE LIST)

Resolution, Proposal by Fehr Graham

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2024-__R, A RESOLUTION APPROVING THE EXPENSE FOR CUNNINGHAM ROAD WATER MAIN REPLACEMENT IN THE AMOUNT OF UP TO \$47,100.00.

Staff: Chad Insko, Director of Public Works Date: July 8, 2024

RESOLUTION NO. 2024- _____**A RESOLUTION APPROVING THE EXPENSE FOR CUNNINGHAM
ROAD WATER MAIN REPLACEMENT**

WHEREAS, the Village of Winnebago (the “Village”) recognizes the need for the replacement of the water main along Cunningham Road and connecting streets; and

WHEREAS, Fehr Graham, the Village’s engineering firm, has submitted a proposal dated June 27, 2024, to provide civil engineering design services for the Cunningham Road Water Main Replacement project; and

WHEREAS, the scope of services includes extending the IEPA Construction Permit, coordinating with the Winnebago County Highway Department for necessary permits, preparing and submitting an IEPA loan application, revising bidding plans and specifications, and managing the bidding process; and

WHEREAS, the total cost for these professional services is \$47,100.00, as detailed in Fehr Graham’s proposal, attached hereto as “Exhibit A”; and

WHEREAS, it is the Village’s intent to fund the design engineering services with a loan from the Illinois Environmental Protection Agency’s Public Water Supply Loan Program; and

WHEREAS, the Village Board of Trustees finds it in the best interest of the Village to proceed with these professional services to ensure the timely and competent completion of the project;

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

Section 1: The Village Board of Trustees hereby approves the expense of \$47,100.00 for the professional engineering design services to be provided by Fehr Graham for the Cunningham Road Water Main Replacement project.

Section 2: The Village President is hereby authorized and directed to execute the Agreement for Professional Services with Fehr Graham as outlined in their proposal dated June 27, 2024, attached hereto as Exhibit A.

Section 3: This Resolution shall be in full force and effect immediately upon its passage and approval.

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____



June 27, 2024

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

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

Dear President Eubank,

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

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

SCOPE OF SERVICES

IEPA Construction Permit Extension

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

Winnebago County Highway Department Permitting

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

IEPA Loan Application

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

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

Bidding Plan and Specification Revisions

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

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

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

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

Bidding Documents and Services

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

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

EXCLUSIONS

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

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

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

FEES

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

Engineering Design Fees

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

Total \$47,100.00

June 27, 2024

Mr. Chad Insko – Village of Winnebago

Village of Winnebago – Rebuild Illinois Public Infrastructure Grant Additional Services

Page 2

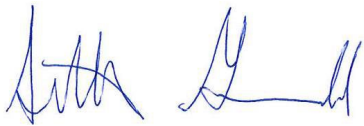
Section 19. Item #b.

AUTHORIZATION

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Seth Gronewold', with a stylized, cursive script.

Seth Gronewold, PE
Principal

SWG:adn

Enclosure –
Agreement for Professional Services

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

815.335.2020

Description of Services:

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

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

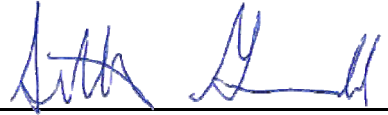
COST:

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

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

ACCEPTED AND AGREED TO:

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

CLIENT:	CONSULTANT:
Signature _____	By  _____
Name _____	Name <u>Seth W. Gronewold</u>
Title _____	Title <u>Principal</u>
Date Accepted _____	Date Proposed <u>June 27, 2024</u>
	24-1255

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

20. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
21. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
22. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
23. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
24. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.



Agenda Item Executive Summary

Item Name Goodling and Church watermain looping Committee or Board Public works

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Approved in the 2024 O/M Budget is the engineering and construction of the Church Street and Goodling Street Water Main looping project,

To date Fehr Graham has designed the project that will eliminate 2 dead end water mains, replace 2 Fire hydrants, improve water quality, and potentially double the fire flows as well as maintain IEPA required minimum residual water pressure during fire flows. At this time last year Fehr Graham has identified that the existing utility easement is only 10' wide on the Church Street property and only 6' wide on the Goodling Street property and both existing easements are occupied by other conflicting utilities, we will need to gain a more usable easement. Due to the Easement restriction, and the preference of a 20' utility easement, Fehr Graham has drafted a proposed easement in parallel to the existing easements. The Village attorney has requested the legal descriptions from Fehr Graham to draft an easement for each.

ATTACHMENTS (PLEASE LIST)

Example of Easement letter from Village attorney with legal description included.

ACTION REQUESTED

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

MOTION:

Staff: Chad Insko Director of Public Works Date: 7/2/24

ORDINANCE NO. 2024-**AN ORDINANCE ACCEPTING A GRANT OF EASEMENT ON
621 S. GOODLING STREET, WINNEBAGO, ILLINOIS, PROPERTY**

WHEREAS, PAULETTE WEST, hereinafter "Grantor" is the owner of record of certain real property located in the Village of Winnebago, Illinois, commonly known as 621 S. Goodling Street, Winnebago, Illinois, 61088; and

WHEREAS, the VILLAGE OF WINNEBAGO, a municipal corporation and an Illinois Unit of Local Government, located in the County of Winnebago and State of Illinois, is about to cause or authorize the construction of certain water mains and extensions of existing water mains with fixtures and appurtenances thereto for looping purposes on S. Goodling Street in the Village of Winnebago, Illinois, to be a part of the system of water mains now constructed and hereafter to be constructed for the purposes of furnishing the means whereby the territory served by the Village may transport water at certain points in said Village; and

WHEREAS, it is necessary for said Village to obtain a perpetual easement, privilege, right, and authority to construct, reconstruct, repair, maintain, and operate said water main upon, under, and through the premises hereinafter described, as shown upon the proposed water main easement map marked Exhibit "A" hereto attached, which easement area is also legally described in said Exhibit "A"; and

WHEREAS, the Grantor is the owner in fee simple of the premises through which said water main is to be constructed, and is willing to grant a perpetual easement upon, under, and through said real estate for the purposes herein specified according to the terms and conditions as contained in the Water Main Looping Easement document referenced hereinbelow.

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

The Village of Winnebago, Illinois, accepts the water main looping easement from Paulette West of 621 S. Goodling Street, Winnebago, Illinois 61088, pursuant to the terms of the Water Main Looping Easement document providing for execution by Paulette West as Grantor and the Village of Winnebago, as Grantee, a copy of which Water Main Looping Easement is attached hereto, incorporated herein and made part hereof as Rider No. 1, with said easement being in effect as of its date of recording with the Winnebago County Recorder's Office.

APPROVED:

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

ATTEST:

Sally Jo Huggins, Village Clerk

AYES: _____ **NAYS:** _____ **ABSENT:** _____

PASSED: _____

RECORDED: _____

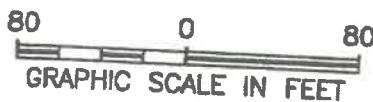
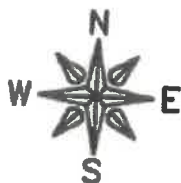
PREPARED BY:

Attorney Mary J. Gaziano
One Court Place, Suite 200
Rockford, Illinois 61101
E-mail: MJGaziano@aol.com
(815) 962-6800
Attorney for the Village of Winnebago



LEGEND

-  EXISTING EASEMENT
-  PROPOSED EASEMENT



PROPOSED WATER MAIN EASEMENT

621 SOUTH GOODLING STREET

VILLAGE OF WINNEBAGO ILLINOIS

The South 20 feet of the North 35 feet of the following described parcel:

Lot One (1) in West Fork Subdivision, in Part of the Northwest Quarter of Section 16, Township 26 North, Range 11 East of the Fourth Principal Meridian, according to the plat thereof recorded in Book 38, Page 488, except that part lying South of the North line of Lots 3 and 4 in Westfork Subdivision Resh Farms No. 6, which plat is recorded in Book 41 of plats, Page 91A, all in Winnebago County, Illinois.

05/06/24

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-010000

© 2024 FEHR GRAHAM

ILLINOIS
IOWA
WISCONSIN

DATE: 05/06/24
BY: 221/22-637/22-637 DESIGN/deg, 621 overall

This Space Reserved for Use by Recorder

PIN: 14-16-154-011

WATER MAIN LOOPING EASEMENT

THIS INDENTURE WITNESSETH, that:

WHEREAS, PAULETTE WEST, hereinafter "Grantor" is the owner of record of certain real property located in the Village of Winnebago, Illinois, commonly known as 621 S. Goodling Street, Winnebago, Illinois, 61088; and

WHEREAS, the VILLAGE OF WINNEBAGO, a municipal corporation and an Illinois Unit of Local Government (hereinafter sometimes referred to as Grantee), located in the County of Winnebago and State of Illinois, is about to cause or authorize the construction of certain water mains and extensions of existing water mains with fixtures and appurtenances thereto for looping purposes on S. Goodling Street in the Village of Winnebago, Illinois, to be a part of the system of water mains now constructed and hereafter to be constructed for the purposes of furnishing the means whereby the territory served by the Village may transport water at certain points in said Village; and

WHEREAS, it is necessary for said Village to obtain a perpetual easement, privilege, right, and authority to construct, reconstruct, repair, maintain, and operate said water main upon, under, and through the premises hereinafter described, as shown upon the proposed water main easement map marked Exhibit "A" hereto attached, and bearing P.I.N. 14-16-154-011; which easement area is also legally described in said Exhibit "A"; and

WHEREAS, the Grantor is the owner in fee simple of the premises through which said water main is to be constructed, and is willing to grant a twenty (20) foot perpetual easement upon, under, and through said real estate for the purposes herein specified.

NOW, THEREFORE, in consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, and of the mutual covenants, conditions, and agreements herein contained, the **GRANTOR, PAULETTE WEST,** does hereby **GRANT and CONVEY** to the **VILLAGE OF WINNEBAGO, an Illinois Municipal Corporation and an Illinois Unit of Local Government,** the perpetual easement, privilege, right, access, and authority to perform looping of what is now a dead end water main on the property to the existing water main in the immediate area, and in so doing to construct,

Page 2
Water Main Easement
PIN No: 14-16-154-011

reconstruct, inspect, repair, maintain, and operate said water main upon, under, and through the premises owned by the undersigned Grantor.

The entire tract owned by Grantor is denoted PIN No. 14-16-154-011; and the water main looping easement area is legally described as follows:

The South 20 feet of the North 35 feet of the following described parcel:

Lot One (1) in West Fork Subdivision, in Part of the Northwest Quarter of Section 16, Township 26 North, Range 11 East of the Fourth Principal Meridian, according to the plat thereof recorded in Book 38, Page 48B, except that part lying South of the North line of Lots 3 and 4 in Westfork Subdivision Resh Farms No. 6, which plat is recorded in Book 41 of plats, Page 91A, all in Winnebago County, Illinois.

In consideration of the grant of the easement herein contained, the Village hereby agrees with the Grantor herein, as follows:

1. For the period when said water main is being constructed, the Grantee will use only so much of the premises owned by said Grantor as is reasonably necessary for the purpose of constructing said main looping, consistent with sound and economical engineering and construction practices and customs, for the moving, installation, and use of machinery and equipment and excavation and laying of water mains and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation; that after the completion of such construction and the restoration of the surface of the ground to its original condition as may be practical, that said Grantee will use only so much of the Grantor's land as is necessary for the purposes of inspection, service, maintenance, repair, and replacement, and, except as herein expressly granted, the Grantor shall retain all right to the use and occupation of said real estate, and such use and occupation shall not be interfered with unnecessarily by any work performed under this grant.
2. All right, title, and interest in and to any easement area under this easement which may be used and enjoyed without interfering with the rights conveyed by this easement are reserved to Grantor; provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to, or interfere with, the improvements to be placed within the water main easement area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the improvements or restoring any of the easement areas after such installation. Reasonable and typical yard-style activities, such as gardening, would be permissible under the terms of this easement.
3. Grantee shall construct the improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities, as those statutes, ordinances, rules, and regulations are amended from time to time.

Page 3
Water Main Easement
PIN No: 14-16-154-011

4. Materials, machinery, and equipment used in the construction of said water main looping, shall be transported to the site of the work only along the line where said water main is being placed, and only for such distance on either side of the center line of the water main as may be reasonably necessary for the purposes of such construction, and all other portions of the premises owned by the Grantor shall not be used except by permission of the Grantor.
5. All surface soil and debris excavated from the real estate, hereinbefore referred to in the construction of said work, may be disposed of by the Grantee in the same manner as above specified for the transportation of material to the place of construction. The surface of the ground, all fences and other structures on said premises touched, or in any manner altered, by the construction of said water main, shall be restored to the same condition, as nearly as may be, as the same existed before the commencement of the work. At the Grantor's request, Grantee shall replace any disturbed grassy area, and only any such area, with sod.
6. There are or may be trees located in the legally described easement area, and directional boring will be utilized, such that said trees will not need to be removed due to the construction work being completed by Grantee in accordance with this perpetual Water Main Looping Easement.
7. Grantor hereby agrees that the Grantee shall have the right of access across said premises for the purpose of construction, reconstruction, inspection, repairing, maintaining, and operating said water main.
8. The Grantee shall indemnify and save harmless the Grantor from any injury to persons or loss or damage to personal or real property which said Grantor may suffer, incur, or sustain arising proximately from the actions of Grantee, or its agents, during the performance of work under this grant. Such indemnity and hold harmless is intended to apply only to damages or injuries suffered by Grantor from actions by Grantee, or its agent, as well as Grantor's liability for actions brought by third parties for damages or injuries arising from actions by Grantee or its agents, and shall not apply to damages or injuries to third parties arising from Grantor's actions or failures to act.

This paragraph shall apply only to actual injuries or damages, and not to consequential, remote, speculative, or punitive damages.

9. Said Grantor hereby agrees that all connections with said water main made at any point in the line hereinabove described shall be made in such manner as may be prescribed by the Grantee and under its supervision, and such connections shall be used for the sole purpose of installing water main looping and maintaining the water main and looping by Grantee.
10. Grantor hereby agrees that construction material, fill, ponds, permanent structures, or other encumbrances to construction or maintenance of said water main looping shall not be placed on the easement premises or material cut away from the easement premises,

Page 4
Water Main Easement
PIN No: 14-16-154-011

either temporarily or permanently, without Grantee's permission, which permission shall not be unreasonably withheld, and Grantor shall not erect any barriers to Grantee's use of the easement herein granted.

11. It is agreed that said water main looping shall become a part of the waterworks system of the Grantee.
12. The location of the new fire hydrant associated with this water main looping project shall be located within 2-3 feet of the existing fire hydrant that is being removed on Goodling Street as part of this water main looping project.
13. Two (2) inch water hookup service and a curb stop shall be provided to the Owner by the Village for the property, with the hookup and curb stop being at the Village's sole expense, and to occur in the future when requested by the owner.
14. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs, and successors of the parties hereto.
15. This easement shall be effective upon the date it is recorded with the Winnebago County Recorder's Office, subsequent to its acceptance by the Village of Winnebago Board of Trustees via ordinance, and execution by the Grantor and an authorized representative of Grantee.
16. Any individual signing on behalf of a party to this easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

IN WITNESS WHEREOF said Grantor and Grantee have both cause their respective names to be hereto subscribed, with corporate seals of any corporate party to be hereto affixed by the proper officers thereunto authorized, on the dates stated below.

GRANTOR::

Paulette West

Dated: _____

ATTEST:

Sally Jo Huggins,
Village Clerk

GRANTEE:

**Village of Winnebago, a Municipal Corporation and an
Illinois Unit of Local Government**

By: _____
Franklin J. Eubank, Jr., Village President

(S E A L)

DATED: _____

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Water Main Easement
PIN No: 14-16-154-011

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO**
HEREBY CERTIFY that Paulette West whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that as such owner of the real estate
located at 621 S. Goodling Street, Winnebago, Illinois, she signed and delivered the said above
instrument as her free and voluntary act for the corporate uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day _____ of, 2024.

Notary Public

(Remainder of page intentionally left blank)

Page 6
 Water Main Easement
 PIN No: 14-16-154-011

STATE OF ILLINOIS)
) SS
 COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO**
HEREBY CERTIFY that Franklin J. Eubank, Jr., personally known to me to be the
President of the Village of Winnebago, an Illinois Municipal Corporation, and Sally Jo Huggins,
 personally known to me to be the Village Clerk of said Municipal Corporation, whose name are
 subscribed to the foregoing instrument, appeared before me this day in person and severally
 acknowledged that as such President and Village Clerk, they signed and delivered the said
 instrument of writing as President and Village Clerk of said Municipal Corporation, and caused
 the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the
 Board of Trustees of said Municipal Corporation as their free and voluntary act, and as the free
 and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day _____ of 2024.

 Notary Public

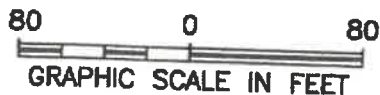
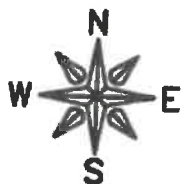
This instrument was prepared by:
 Attorney Mary J. Gaziano
 One Court Place, Suite 200
 Rockford, Illinois 61101
 E-mail: MJGaziano@aol.com
 (815) 962-6800
 Village Attorney

Return To:
VILLAGE OF WINNEBAGO
 c/o Attorney Mary J. Gaziano (Box)
 One Court Place, Suite 200
 Rockford, IL 61101



LEGEND

-  EXISTING EASEMENT
-  PROPOSED EASEMENT



PROPOSED WATER MAIN EASEMENT

621 SOUTH GOODLING STREET

VILLAGE OF WINNEBAGO ILLINOIS

The South 20 feet of the North 35 feet of the following described parcel:

Lot One (1) in West Fork Subdivision, in Part of the Northwest Quarter of Section 16, Township 26 North, Range 11 East of the Fourth Principal Meridian, according to the plat thereof recorded in Book 38, Page 48B, except that part lying South of the North line of Lots 3 and 4 in Westfork Subdivision Resh Farms No. 6, which plat is recorded in Book 41 of plats, Page 91A, all in Winnebago County, Illinois.

05/06/24

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-000005

© 2024 FEHR GRAHAM

ILLINOIS
IOWA
WISCONSIN

DATE: 5/6/24
C:\30\22-837\22-837 DESIGN\621 overall

ORDINANCE NO. 2024-**AN ORDINANCE ACCEPTING A GRANT OF EASEMENT ON
624 S. CHURCH STREET, WINNEBAGO, ILLINOIS, PROPERTY**

WHEREAS, TOBY CHRIS WHITEHEAD AND BETH ANN WHITEHEAD,
hereinafter "Grantors" are the owners of record of certain real property located in the Village of Winnebago, Illinois, and commonly known as 624 S. Church Street, Winnebago, Illinois, 61088; and

WHEREAS, the VILLAGE OF WINNEBAGO, a municipal corporation and an Illinois Unit of Local Government, located in the County of Winnebago and State of Illinois, is about to cause or authorize the construction of certain water mains and extensions of existing water mains with fixtures and appurtenances thereto for looping purposes on S. Church Street in the Village of Winnebago, Illinois, to be a part of the system of water mains now constructed and hereafter to be constructed for the purposes of furnishing the means whereby the territory served by the Village may transport water at certain points in said Village; and

WHEREAS, it is necessary for said Village to obtain a perpetual easement, privilege, right, and authority to construct, reconstruct, repair, maintain, and operate said water main upon, under, and through the premises hereinafter described, as shown upon the proposed water main easement map marked Exhibit "A" hereto attached, which easement area is also legally described in said Exhibit "A"; and

WHEREAS, the Grantors are the owners in fee simple of the premises through which said water main is to be constructed, and are willing to grant a perpetual easement upon, under,

and through said real estate for the purposes herein specified according to the terms and conditions as contained in the Water Main Looping Easement document referenced hereinbelow.

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

The Village of Winnebago, Illinois, accepts the water main looping easement from Toby Chris Whitehead and Beth Ann Whitehead of 624 S. Church Street, Winnebago, Illinois 61088, pursuant to the terms of the Water Main Looping Easement document providing for execution by Toby Chris Whitehead and Beth Ann Whitehead as Grantors and the Village of Winnebago, as Grantee, a copy of which Water Main Looping Easement is attached hereto, incorporated herein and made part hereof as Rider No. 1, with said easement being in effect as of its date of recording with the Winnebago County Recorder's Office.

APPROVED:

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

ATTEST:

Sally Jo Huggins, Village Clerk

AYES: _____ **NAYS:** _____ **ABSENT:** _____

PASSED: _____

RECORDED: _____

PREPARED BY:

Attorney Mary J. Gaziano
One Court Place, Suite 200
Rockford, Illinois 61101
E-mail: MJGaziano@aol.com
(815) 962-6800
Attorney for the Village of Winnebago



PROPOSED WATER MAIN EASEMENT

624 SOUTH CHURCH STREET

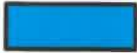
VILLAGE OF WINNEBAGO ILLINOIS

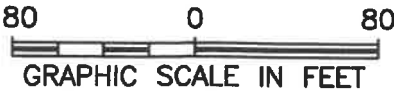
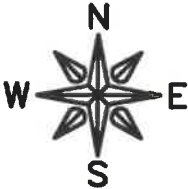
The South 20 feet of the North 35 feet of the following described parcel:

Lot Two (2) as designated upon the Plat of Tim Acres, being a subdivision of part of the Northwest Quarter of Section 16, Township 26 North, Range 11 East of the Fourth Principal Meridian, the Plat of which is recorded in Book 40 of Plats on page 59B in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

05/06/24

LEGEND

-  EXISTING EASEMENT
-  PROPOSED EASEMENT



FEHR GRAHAM

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ILLINOIS DESIGN FIRM NO. 184-003825

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ILLINOIS
IOWA
WISCONSIN

PLAT DATE: 5/6/24
G:\C30\22\22-837\22-837 DESIGN.dwg, 624 overall

This Space Reserved for Use by Recorder

PIN: 14-16-154-007

**WATER MAIN
LOOPING
EASEMENT****THIS INDENTURE WITNESSETH, that:**

WHEREAS, TOBY CHRIS WHITEHEAD and BETH ANN WHITEHEAD, hereinafter "Grantors" are the owners of record of certain real property located in the Village of Winnebago, Illinois, and commonly known as 624 S. Church Street, Winnebago, Illinois, 61088; and

WHEREAS, the VILLAGE OF WINNEBAGO, a municipal corporation and an Illinois Unit of Local Government (hereinafter sometimes referred to as Grantee), located in the County of Winnebago and State of Illinois, is about to cause or authorize the construction of certain water mains and extensions of existing water mains with fixtures and appurtenances thereto for looping purposes on S. Church Street in the Village of Winnebago, Illinois, to be a part of the system of water mains now constructed and hereafter to be constructed for the purposes of furnishing the means whereby the territory served by the Village may transport water at certain points in said Village; and

WHEREAS, it is necessary for said Village to obtain a perpetual easement, privilege, right, and authority to construct, reconstruct, repair, maintain, and operate said water main upon, under, and through the premises hereinafter described, as shown upon the proposed water main easement map marked Exhibit "A" hereto attached, and bearing P.I.N. 14-16-154-007,; and

WHEREAS, the Grantors are the owners in fee simple of the premises through which said water main is to be constructed, and are willing to grant a twenty (20) foot perpetual easement upon, under, and through said real estate for the purposes herein specified.

NOW, THEREFORE, in consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, and of the mutual covenants, conditions, and agreements herein contained, the **GRANTORS, TOBY CHRIS WHITEHEAD and BETH ANN WHITEHEAD** do hereby **GRANT and CONVEY** to the **VILLAGE OF WINNEBAGO, an Illinois Municipal Corporation and an Illinois Unit of Local Government,** the perpetual easement, privilege, right, access, and authority to perform looping of what is now a dead end water main on the property to the existing water main in the

Page 2
Water Main Easement
PIN No: 14-16-154-007

immediate area, and in so doing to construct, reconstruct, inspect, repair, maintain, and operate said water main upon, under, and through the premises owned by the undersigned Grantors.

The entire tract owned by Grantors is denoted PIN No. 14-16-154-007; and the water main looping easement area is legally described as follows:

The South 20 feet of the North 35 feet of the following described parcel:

Lot Two (2) as designated upon the Plat of Tim Acres, being a subdivision of part of the Northwest Quarter of Section 16, Township 26 North, Range 11 East of the Fourth Principal Meridian, the Plat of which is recorded in Book 40 of Plats on page 59B in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

In consideration of the grant of the easement herein contained, the Village hereby agrees with the Grantors herein, as follows:

1. For the period when said water main is being constructed, the Grantee will use only so much of the premises owned by said Grantors as is reasonably necessary for the purpose of constructing said main looping, consistent with sound and economical engineering and construction practices and customs, for the moving, installation, and use of machinery and equipment and excavation and laying of water mains and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation; that after the completion of such construction and the restoration of the surface of the ground to its original condition as may be practical, that said Grantee will use only so much of the Grantors' land as is necessary for the purposes of inspection service, maintenance, repair, and replacement, and, except as herein expressly granted, the Grantors shall retain all right to the use and occupation of said real estate, and such use and occupation shall not be interfered with unnecessarily by any work performed under this grant.
2. All right, title, and interest in and to any easement area under this easement which may be used and enjoyed without interfering with the rights conveyed by this easement are reserved to Grantors; provided, however, that Grantors shall not erect or maintain any buildings which may cause damage to, or interfere with, the improvements to be placed within the water main easement area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the improvements or restoring any of the easement areas after such installation. Reasonable and typical yard-style activities, such as gardening, would be permissible under the terms of this easement.
3. Grantee shall construct the improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities, as those statutes, ordinances, rules, and regulations are amended from time to time.

Page 3
Water Main Easement
PIN No: 14-16-154-007

4. Materials, machinery, and equipment used in the construction of said water main looping, shall be transported to the site of the work only along the line where said water main is being placed, and only for such distance on either side of the center line of the water main as may be reasonably necessary for the purposes of such construction, and all other portions of the premises owned by the Grantors shall not be used except by permission of the Grantors.
5. All surface soil and debris excavated from the real estate, hereinbefore referred to in the construction of said work, may be disposed of by the Grantee in the same manner as above specified for the transportation of material to the place of construction. The surface of the ground, all fences and other structures on said premises touched, or in any manner altered, by the construction of said water main, shall be restored to the same condition, as nearly as may be, as the same existed before the commencement of the work. At the Grantors' request, Grantee shall replace any disturbed grassy area, and only any such area, with sod.
6. There are or may be trees located in the legally described easement area, and directional boring will be utilized, such that said trees will not need to be removed due to the construction work being completed by Grantee in accordance with this perpetual Water Main Looping Easement.
7. Grantors hereby agree that the Grantee shall have the right of access across said premises for the purpose of construction, reconstruction, inspection, repairing, maintaining, and operating said water main.
8. The Grantee shall indemnify and save harmless the Grantors from any injury to persons or loss or damage to personal or real property which said Grantors may suffer, incur, or sustain arising proximately from the actions of Grantee, or its agents, during the performance of work under this grant. Such indemnity and hold harmless is intended to apply only to damages or injuries suffered by Grantors from actions by Grantee, or its agent, as well as Grantors' liability for actions brought by third parties for damages or injuries arising from actions by Grantee or its agents, and shall not apply to damages or injuries to third parties arising from Grantors' actions or failures to act.

This paragraph shall apply only to actual injuries or damages, and not to consequential, remote, speculative, or punitive damages.
9. Said Grantors hereby agree that all connections with said water main made at any point in the line hereinabove described shall be made in such manner as may be prescribed by the Grantee and under its supervision, and such connections shall be used for the sole purpose of installing water main looping and maintaining the water main and looping by Grantee.
10. Grantors hereby agree that construction material, fill, ponds, permanent structures, or other encumbrances to construction or maintenance of said water main looping shall not be placed on the easement premises or material cut away from the easement premises,

Page 4
Water Main Easement
PIN No: 14-16-154-007

either temporarily or permanently, without Grantee's permission, which permission shall not be unreasonably withheld, and Grantors shall not erect any barriers to Grantee's use of the easement herein granted.

11. It is agreed that said water main looping shall become a part of the waterworks system of the Grantee.
12. The location of the new fire hydrant associated with this water main looping project shall be located within 2-3 feet of the existing fire hydrant that is being removed on S. Church Street as part of this water main looping project.
13. Two (2) inch water hookup service shall be reconnected and a curb stop shall be provided to the Owners by the Village for the property, with the hookup and curb stop being at the Village's sole expense.
14. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs, and successors of the parties hereto.
15. This easement shall be effective upon the date it is recorded with the Winnebago County Recorder's Office, subsequent to its acceptance by the Village of Winnebago Board of Trustees via ordinance, and execution by the Grantors and an authorized representative of Grantee.
16. Any individual signing on behalf of a party to this easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

IN WITNESS WHEREOF said Grantors and Grantee have caused their respective names to be hereto subscribed, with corporate seals of any corporate party to be hereto affixed by the proper officers thereunto authorized, on the dates stated below.

GRANTORS:

Toby Chris Whitehead

Beth Ann Whitehead

Dated: _____

ATTEST:

Sally Jo Huggins,
Village Clerk

GRANTEE:

Village of Winnebago, a Municipal Corporation and an Illinois Unit of Local Government

By: Franklin J. Eubank, Jr., Village President

(S E A L)

DATED: _____

Page 5
Water Main Easement
PIN No: 14-16-154-007

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO**
HEREBY CERTIFY that Toby Chris Whitehead and Beth Ann Whitehead whose names are
subscribed to the foregoing instrument, appeared before me this day in person and severally
acknowledged that as such owners of the real estate located at 624 S. Church Street, Winnebago,
Illinois, each signed and delivered the said above instrument as the respective signer’s free and
voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day _____ of, 2024.

Notary Public

(Remainder of page intentionally left blank)

Page 6
 Water Main Easement
 PIN No: 14-16-154-007

STATE OF ILLINOIS)
) **SS**
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO**
HEREBY CERTIFY that Franklin J. Eubank, Jr., personally known to me to be the
President of the Village of Winnebago, an Illinois Municipal Corporation, and Sally Jo Huggins,
 personally known to me to be the Village Clerk of said Municipal Corporation, whose name are
 subscribed to the foregoing instrument, appeared before me this day in person and severally
 acknowledged that as such President and Village Clerk, they signed and delivered the said
 instrument of writing as President and Village Clerk of said Municipal Corporation, and caused
 the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the
 Board of Trustees of said Municipal Corporation as their free and voluntary act, and as the free
 and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day _____ of 2024.

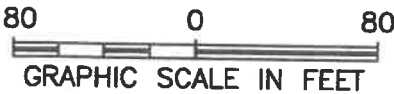
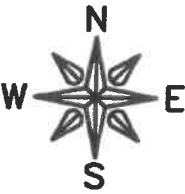
This instrument was prepared by:
 Attorney Mary J. Gaziano
 One Court Place, Suite 200
 Rockford, Illinois 61101
 E-mail: MJGaziano@aol.com
 (815) 962-6800
 Village Attorney

Return To:
VILLAGE OF WINNEBAGO
 c/o Attorney Mary J. Gaziano (Box)
 One Court Place, Suite 200
 Rockford, IL 61101



LEGEND

-  EXISTING EASEMENT
-  PROPOSED EASEMENT



PROPOSED WATER MAIN EASEMENT

**624 SOUTH CHURCH STREET
VILLAGE OF WINNEBAGO ILLINOIS**

The South 20 feet of the North 35 feet
of the following described parcel:

Lot Two (2) as designated upon the Plat
of Tim Acres, being a subdivision of part
of the Northwest Quarter of Section 16,
Township 26 North, Range 11 East of the
Fourth Principal Meridian, the Plat of
which is recorded in Book 40 of Plats on
page 59B in the Recorder's Office of
Winnebago County, Illinois; situated in the
County of Winnebago and State of Illinois.

05/06/24

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003825

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ILLINOIS
IOWA
WISCONSIN

FILED DATE: 5/13/24
Q:\C3D\22\22-837\22-837 DESIGN.dwg, 624 overall



Agenda Item Executive Summary

Item Name AN ORDINANCE ADOPTING DEMOLITION PERMIT REQUIREMENT AND DEMOLITION RULES AND CONDITIONS Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Community Development Committee has proposed a demolition permit to ensure safe and compliant practices, modeled after neighboring communities. Input and recommendations on the permit's content and fee structure are sought from the committee. The committee recommends the board approve an ordinance based on the attached permit, with necessary amendments. The Village Building official has reviewed the permit and demolition requirements, with no additional recommendations at this time.

At the April meeting, the committee requested a draft ordinance from the village attorney, to be presented at a future meeting. In May, the committee discussed adding a bonding requirement for permit applicants to protect the village from potential financial liabilities.

The revised Demolition Permit, incorporating changes from the June 26 Committee of the Whole meeting, is attached. Changes include neutral language that makes it clear that a contractor is not required for all demolition, and that a property owner could conduct their own demolition, except for specific sections on hazardous material removal. Additionally, the changes include lowering the minimum bond amount to \$10,000 from \$25,000. This bond amount was recommended based on the potential need for heavy equipment or dumpsters, which could damage Village Roadways.

Additionally, the ordinance will clarify that all definitions come from the UDO. Items like a store-bought prefabricated shed would not require a demolition permit as they are not securely affixed to the land.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance with Demolition Permit and Requirements

ACTION REQUESTED

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

MOTION:

Staff: Joseph Dienberg, Village Administrator Date: July 8th, 2024

ORDINANCE NO. 2024--**AN ORDINANCE ADOPTING DEMOLITION PERMIT REQUIREMENT AND
DEMOLITION RULES AND CONDITIONS**

WHEREAS, periodically there is occasion in the Village of Winnebago, IL, for there to be the need or desire for a structure to be demolished, whether initiated by the Village or by a property owner, and in protecting the general health, safety, and welfare of its citizenry, and protect the neighboring properties it is believed to be in the best interest of such citizenry to regulate such demolition or deconstruction activities,; and

WHEREAS, in furtherance of the same, the Village Board of Trustees believes there is a need to adopt a demolition permit requirement; and

WHEREAS, in order to establish a clear process by which proposed demolitions are to be conducted, it is also believed to be important to establish demolition rules and conditions.

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

SECTION 1

PERMIT REQUIREMENT. Any person or entity intending or desiring to deconstruct or demolish a building within the corporate limits of the Village of Winnebago, IL, shall first obtain a demolition permit, with such building demolition permit application being on the form, and with the information listed, as detailed in the Building Demolition Permit Application attached hereto as Exhibit “A” attached hereto, incorporated herein, and made a part hereof. The definitions as contained in the Village’s Unified Development Ordinance (UDO) shall be controlling for purposes of this ordinance in determining if a tearing down of a structure lies within the parameters of a building demolition such that a permit is required. Administrative changes to the permit form may, from time to time, be made to said Building Demolition Permit Application with the written approval of the Village Administrator without the requirement of further amendment to this ordinance. However, substantive changes shall require

approval through a further ordinance. Any update to the form shall clearly identify on the form the date of the update and all outdated forms shall be destroyed to help ensure use of the correct form.

SECTION 2

RULES AND REGULATIONS. Any person or entity intending or desiring to deconstruct or demolish a building shall comply with the Village of Winnebago, IL, rules and conditions as listed on the Village of Winnebago Demolition Rules and Conditions as detailed in the document titled as such, with a copy of such Rules and Conditions marked Exhibit “B” attached hereto, incorporated herein, and made a part hereof, as well as with any other applicable stated and/or federal law requirements.

Administrative changes may, from time to time, be made to said rules and conditions with the written approval of the Village Administrator without the requirement of further amendment to this ordinance. However, substantive changes shall require approval through a further ordinance. Any administrative update to the rules and regulations shall clearly identify on the document the date of the update and all outdated hard copies of the rules and regulations shall be destroyed to help ensure use of the correct form. However, an electronic copy of the Rules and Regulations identifying the prior effective date of the form shall be kept in the Village’s permanent records in case needed for later proof of the rules and regulations in effect prior to updating.

SECTION 3

NON-COMPLIANCE. A person who shall violate a provision of this ordinance or fails to comply therewith or with any of the requirements thereof, or who fails to obtain a permit and/or shall demolish, or has demolished a building or structure or portion thereof, in violation of a detailed statement or plan submitted and approved according to the Rules and Conditions as set forth by the Village of Winnebago shall be guilty of a misdemeanor. Also the owner of a building or structure, or portion thereof, or of the premises where anything in violation of this ordinance shall be placed or shall exist, and an architect, engineer, builder, contractor, agent, person or corporation employed in connection therewith and who assisted in the commission of such violation shall also be guilty of a

misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provisions of this code is committed or continued and upon conviction of such violation each such person shall be fined not less than \$100.00 nor more than \$750.00 for each offense.

SECTION 4

ABATEMENT. The imposition of the penalties herein prescribed shall not preclude the Village Attorney from instituting an appropriate action or proceeding to prevent an unlawful removal, deconstruction, or demolition, or to restrain, correct, or abate a violation, or to prevent an illegal act, conduct, business, or use in or about any premises.

SECTION 5

MINIMUM REQUIREMENTS. The provisions of this ordinance shall be held to be minimum requirements adopted for the promotion of the public health, morals, safety and general welfare. Whenever the requirements of any lawfully adopted federal or state rules, requirements or regulations, or other Village ordinance, are at variance with the requirements of this ordinance, the most restrictive, or that imposing the higher standards or requirements, shall control.

SECTION 6

SAVINGS CLAUSE. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 7

The invalidity of any section or provision of this ordinance hereby adopted shall not invalidate other sections or provisions of this ordinance, and, to this end, the provisions of this ordinance are declared to be severable.

SECTION 8

Any provisions in any other ordinance in conflict with the provisions of the instant ordinance that are less restrictive than the conditions contained in this ordinance shall be revoked, and superseded by the provisions of the instant ordinance, but the ordinance in which those conflicting provisions are contained shall otherwise remain in full force and effect.

SECTION 9

This ordinance shall take effect ten (10) days after its publication in pamphlet form of three copies of such ordinance at the Village of Winnebago, Illinois, Office.

PASSED AND ADOPTED this _____ day of _____, 2024

APPROVED BY:

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED:

APPROVED:

PUBLISHED IN

PAMPHLET FORM:

PREPARED BY:

Attorney Mary J. Gaziano
One Court Place, Suite 200
Rockford, Illinois 61101
(815) 962-6800
E-mail: MJGaziano@aol.com
Attorney for the Village of Winnebago

BUILDING DEMOLITION PERMIT APPLICATION**DOCUMENTS REQUIRED FOR FILING**

1. If utilizing a contractor, provide a copy of Contractor License for contractor completing demolition. (State of Illinois)
2. Proof of ownership of property to be demolished. (e.g. deed)
3. Site plan clearly depicting what areas are to be demolished, what areas to remain and the illustrating end result of the area being demolished. Demolitions where a portion of the building will remain may require submittal of structural documents by an architect/structural engineer for analysis of the structure. A separate permit will also be required for the completion or finishing work of such a project where portions of a building remain.
4. Copies of notices provided to adjacent property owners by certified mail of the impending demolition.
5. Four Rivers Sanitation Authority, Village of Winnebago Water Department, Com Ed & Nicor gas must be contacted to verify that all utilities are properly disconnected prior to any work beginning.
6. **Checklist:** Prior to processing any Application for Demolition Permit, the following items of information must be received by the Village of Winnebago. (As listed above and below throughout application)

- ☐ Proof of Ownership of Property to be Demolished
- ☐ Electric Cut-off Letter
- ☐ Gas Cut-off Letter
- ☐ Certified Mail Notice of Demolition
Copy of letter(s) sent to adjoining property owner(s) advising of pending demolition work

- ☐ Demolition Contractor License (If Applicable)
- ☐ Bond
- ☐ Site Plan

IS THIS A VILLAGE OF WINNEBAGO INITIATED DEMOLITION: YES / NO (circle one) Provide your P.O/ Bid # _____

1. PROJECT & OWNER INFORMATION:

PROJECT ADDRESS: _____ ZIP: _____ PROPERTY P.I.N # _____

STRUCTURE TO BE DEMOLISHED: _____

PROPERTY TYPE: (circle one)

RESIDENTIAL (1 OR 2 FAMILY) / COMMERCIAL / INDUSTRIAL / MULTIFAMILY DWELLING

OWNER(S) NAME(S): _____ PHONE: _____

EMAIL: _____

OWNER(S) ADDRESS(ES): _____ ZIP: _____

**If additional owners, please list above for each owner, and attach on an additional sheet if necessary.*

2. DEMOLITION CONTRACTOR INFORMATION: (If applicable)

ARE YOU OUTSOURCING THIS BID TO ANOTHER CONTRACTOR? YES/ NO

IF YES, PROVIDE COMPANY NAME: _____ LICENSE #: _____

BUSINESS NAME: _____ PHONE: _____

CONTACT PERSON: _____ CELL#: _____

COMPANY ADDRESS: _____ ZIP: _____

EMAIL: _____

COST OF DEMOLITION: \$ _____

What will be put in place of the demolished structure(s)(topsoil & seed, pavement, etc)

EXPECTED START DATE OF DEMOLITION: _____

EXPECTED END DATE/COMPLETION: _____

FLOOR AREAS:

TOTAL BUILDING AREA ON ALL FLOORS _____ Sq.Ft.

TOTAL FLOOR AREA TO BE DEMOLISHED _____ Sq.Ft.

REMAINING FLOOR AREAS: _____ Sq.Ft.

NUMBER OF STRUCTURES TO BE DEMOLISHED:

Commercial structures: _____

Residential Structures: _____

Accessory Structures: _____

Building Height: _____ Ft. (mean height of highest roof from mean grade)

NUMBER OF STORIES ABOVE GRADE: _____

BASEMENT: YES / NO

****IF YES- ALL BUILDING MATERIALS INCLUDING THE BASEMENT FOUNDATION MUST BE REMOVED FROM THE PROPERTY. IN ADDITION, THE BASEMENT HOLE MUST BE FILLED WITH CLEAN BACKFILL. FAILURE TO COMPLY MAY RESULT IN FINES.**

TOTAL BUILDING DIMENSIONS: WIDTH: _____ ft LENGTH: _____ ft

BONDING REQUIREMENT:

Bond Amount: \$ _____

Bond amount at a minimum will mirror the cost of the demolition but will be no less than \$10,000.00. A higher bond amount may be set by the village building official, with possible consultation with the public works director and/or the village engineer and with the written approval of the village administrator.

Name (Print): _____

Signature: _____ Date: _____

RULES AND CONDITIONS FOR DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Unless directed otherwise by the Village Building Official in writing the Property Owner (or Contractor) shall:

- A. Remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, steps and driveways from the specified parcel.
- B. Remove any fuel tanks, outdoor toilets and septic tanks, cisterns, meter pits, and plug or abandon wells.
- C. Remove the materials from the demolition site in accordance with federal, state, and local regulations.
- D. Remove and legally dispose of appliances and other items that may contain refrigerants. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.
- E. Remove and legally dispose of mercury-containing materials including fluorescent, high-pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.
- F. Disconnect all utility services before demolition.
- G. Perform site clearance, grading and restoration.
- H. Complete the demolition work in accordance with these technical specifications.

1.02 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Littering Streets:

- 1. The Property Owner (or Contractor) shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the Village in cleaning up any litter or mud shall be charged to the Contractor and be deducted from the bond due for the work.
- 2. Littering of the site shall not be permitted.
- 3. All waste materials shall be promptly removed from the site.

B. Street Closure:

- 1. If it should become necessary to close any traffic lanes, it shall be the Property Owner (or Contractor)'s responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by the Village.

2. Street or lane closures shall be coordinated with the appropriate Village Representative.

C. Protection of the Public by the Property Owner (or Contractor):

1. **Sidewalks:** The Property Owner (or Contractor) shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. Property Owner (or Contractor) shall obtain all permits and pay any fees.
2. **Pedestrian Access:** It shall be the Property Owner (or Contractor)'s responsibility to place and construct the necessary warning signs, barricades, fencing and temporary pedestrian sidewalks, as directed by the Village; and to maintain alternate pedestrian access for sidewalks around the demolition site.
3. **Temporary Fence:** Temporary fence shall be erected around all excavation, dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed.

D. Demolition Hours:

1. The Property Owner (or Contractor) shall comply with any restrictions to working hours.
2. The Property Owner (or Contractor) shall comply with all applicable ordinances.

E. Noise Pollution:

All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Property Owner (or Contractor) shall comply with any noise pollution requirements of the Village.

F. Dust Control:

The Property Owner (or Contractor) shall comply with applicable air pollution control requirements of the Village. The Property Owner (or Contractor) shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the Village shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:

1. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.
2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

G. Requirements for the Reduction of Fire Hazards:

1. **Removal of Material:** Before demolition of any part of any building, the Property Owner (or Contractor) shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.

2. **Fire Extinguishing Equipment:** The Property Owner (or Contractor) shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
3. **Fires:** No fires of any kind will be permitted in the demolition work area.
4. **Hydrants:** No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
5. **Debris:** Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
6. **Telephone Service:** The Property Owner (or Contractor) shall arrange for access to and use of, during working hours, one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies, and shall keep all personnel on the job, and the local jurisdiction informed of the location of such telephones. If Applicable, the Contractor's foreman, or at least one regular member of each shift, shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire-producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.

H. Protection of Public Utilities: The Property Owner (or Contractor) shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the demolition sites. The Property Owner (or Contractor) shall pay for temporary relocation of utilities, which are relocated at the Property Owner (or Contractor)'s request for his convenience.

I. Protection of Adjacent Property:

1. The Property Owner (or Contractor) shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent future demolition. The Property Owner (or Contractor) shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.
2. The Property Owner (or Contractor) shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is scheduled for, including drainable backfill, to original condition. Repairs shall be subject to approval by the Property Owner where applicable, and by the Village.

1.03 RISK OF LOSS

The Property Owner (or Contractor) shall accept the site in its present condition and shall inspect the site for its character and the type of structures to be demolished. The Village assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area.

1.04 VACATING OF BUILDINGS

The structures shall be vacated before the Property Owner (or Contractor) begins work. In case the Property Owner (or Contractor) finds that any structure is not vacated, the Property Owner (or Contractor) shall immediately notify the Village and shall not begin demolition or site clearance operations on such property until further directed by the Village.

1.05 PERMITS AND FEES

The Property Owner (or Contractor) shall obtain all the necessary permits and pay all permit fees that are required by the Village in conjunction with the demolition work.

PART 2 - EXECUTION**3.01 DEMOLITION SCHEDULE**

The Property Owner (or Contractor) shall be responsible for providing the Village with a minimum of 24 hours advance notification prior to beginning the execution of demolition of any structure.

3.02 SALVAGE OF DEMOLITION MATERIALS

- A. The Property Owner (or Contractor) shall be allowed to salvage demolition materials only from property. The property ownership will be shown in the permit documents.
- B. No salvage shall be permitted on non-owned property.
- C. All buildings, building materials, and equipment resulting from this work shall become the property of the Property Owner (or Contractor), and shall be removed from the premises at once. Salvaged material shall be removed immediately from the premises, right-of-way, streets or alleys.
- D. The Property Owner (or Contractor) may recycle demolition debris at a licensed or permitted recycling center; however, all other debris must be disposed of at a licensed or permitted disposal facility.

3.03 DEMOLITION AND REMOVALS**A. Structural Parts of Buildings:**

- 1. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance.
- 2. Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised in advance of general demolition of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building.
- 3. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable, and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any working day.

- B. Basements and Foundation Walls:** All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions. The basement area is to be inspected and approved by the Village before backfilling is started. The Property Owner (or Contractor) shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The Property Owner (or Contractor) shall contact the Village when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the Property Owner (or Contractor)'s expense.
- C. Concrete Slabs:** The Property Owner (or Contractor) shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances.
- D. Retaining Walls:** Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the Contract Documents. The Property Owner (or Contractor) shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by the Village. The cost of any tree or brush removal due to the removal and grading out of the retaining wall shall be considered incidental and shall be included in the lump sum bid for demolition.
- E. Fences:** Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved non-contract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.
- F. Partially Buried Objects:** All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.
- G. Vegetation:** The Property Owner (or Contractor) shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush and weeds, whether standing or fallen, unless specifically stated otherwise by the Engineer. The Property Owner (or Contractor) shall protect all trees not removed from damage by the demolition operation. In the event that the Property Owner (or Contractor) damages a tree, it shall be repaired or removed by the Property Owner (or Contractor) as directed by the Engineer.
- H. Fuel Tanks:** Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations.
1. Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner.
 2. All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide or nitrogen gas until they are gas-free when checked with a "Explosimeter" or another equally efficient instrument, before the work of removal is begun.
- I. Outdoor Toilets and Septic Tanks:** Outdoor toilets and septic tanks shall be pumped out by a licensed company. The toilet building or septic tank shall be demolished and

removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the Village.

- J. Cisterns and Meter Pits:** Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with these specifications.

3.04 WELL PLUGGING AND ABANDONMENT

All wells shall be plugged and abandoned in accordance with the Illinois Administrative Code and local authority. An Illinois Environmental Protection Abandoned Water Well Plugging Record shall be filed upon completion of the well abandonment.

3.05 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

- A. Debris:** All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the Village in cleaning up such materials and debris left behind shall be deducted from funds due the Property Owner (or Contractor) under this contract.
- B. Tires:** The Property Owner (or Contractor) shall visit the site to determine the number of tires that have been abandoned on site. If any additional tires are found on site prior to commencing demolition activity, the Property Owner (or Contractor) shall immediately notify the Village of the quantity of additional tires found on site.
- C. Disposal of Demolition Debris and Solid Waste:** All debris and solid waste shall be delivered by the Property Owner (or Contractor) to an approved disposal facility licensed in accordance with state and/or local regulations, laws, and zoning. The Property Owner (or Contractor) shall be responsible to pay all fees for waste disposal. The Property Owner (or Contractor) shall submit to the Village copies of all disposal tickets for each structure demolished, where available, which identify the specific address of the origin of the debris associated with each ticket. The cost of all disposal fees shall be considered the responsibility of the Property Owner (or Contractor).
- D. Asbestos Abatement:** The handling of asbestos material is subject to all applicable state and federal mandates. The Contractor shall comply with applicable regulations regarding the handling and disposal of asbestos removed. Asbestos will be removed by a licensed abatement contractor. In the event that asbestos is discovered during demolition, the Contractor shall notify the Village and the asbestos shall be removed by a licensed abatement contractor.
- E. Demolition of Structures with Transite Siding:** All demolition debris containing transite siding shall be disposed of at an approved landfill. The Contractor shall be responsible for notifying said landfill prior to commencing demolition to allow for authorization to dispose of material at the landfill. The Contractor shall assume responsibility for the landfill fees for disposing of the demolition debris. All structures with transite siding shall be thoroughly sprayed with water during the execution of the demolition to contain airborne particles. All debris shall be thoroughly wetted prior to transporting to the landfill.
- F. Freon Removal and Disposal:** The handling of Freon containing appliances is subject to all applicable state and federal mandates and regulations. The Contractor shall be

responsible for the identification and removal and disposal of the material in accordance with applicable regulations.

- G. PCB and Mercury Removal and Disposal:** The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations.

3.06 BACKFILL, GRADING, AND CLEAN UP

- A. Backfill:** When site conditions permit, as determined by the Village, on-site soil shall be used as backfill material. The top 9 to 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the Property Owner (or Contractor) shall bring in enough topsoil from off-site to place a minimum 8 inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the Village before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.
- B. Compaction:** All excavations shall be backfilled with acceptable material and compacted. The Property Owner (or Contractor) shall notify the Village 24 hours in advance of placing any backfill or original backfill material so a soil sample may be obtained.
- C. Additional Fill Material:** All additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. The Property Owner (or Contractor) shall provide for a minimum depth of 8 inches of topsoil over the excavated area.
- D. Hand Labor:** The Property Owner (or Contractor) shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.
- E. Grading:** The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The Property Owner (or Contractor) shall grade and shape the site to drain; complete fine grading and final clean up as part of the lump sum price for demolition.
- F. Final Cleaning Up:** Before acceptance of the demolition work, the Property Owner (or Contractor) shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Property Owner (or Contractor) may have created on private property, and leave the right-of-way in a neat and presentable condition. The Property Owner (or Contractor) shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the Property Owner (or Contractor) in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and seeding of the area.

On demolition sites where seeding will be delayed because of the allowable seeding dates, the Property Owner (or Contractor) shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the approval of the Village.

Final cleaning up shall be subject to approval of the Engineer and in accordance with applicable regulations.

3.07 SANITARY SEWER AND WATER SERVICE DISCONNECTIONS

- A. Sanitary Sewer Service Disconnection:** All sanitary sewer services shall be disconnected and plugged in conformance with Four Rivers Sanitation Authority requirements by licensed plumber, and inspected and approved by the Jurisdiction's Plumbing Inspection Division prior to demolition or excavation.
- B. Water Service Disconnection:** All water services and stubs for the buildings or properties within the demolition work shall be disconnected in conformance with local regulations by a licensed plumber and inspected and approved by the Engineer.
- C. Backfill and Compaction within Village Right-of-way:**
 - 1. Streets:** Unless stipulated otherwise in the Contract Documents, the Property Owner (or Contractor) shall backfill, compact as specified and patch the surface of all excavations made in streets. This cost shall be paid by the Property Owner (or Contractor).
 - 2. Village Right-of-way:** All areas within the Village right-of-way (including parking and sidewalk areas) shall be compacted in conformance with Village Unified Development Ordinance requirements, graded and seeded.

3.08 SEEDING

All disturbed areas associated with the work shall be seeded seeding shall include preparation of the seedbed, furnishing and installing seed, fertilizer and mulch, maintenance, and guarantee for completed seeded areas. Areas reseeded under the warranty shall be warranted for an additional 1 year.

3.09 SAFETY AND FENCING

- A. Safety:** The Property Owner (or Contractor) shall comply with all applicable current federal, state and local safety and health regulations.
- B. Safety Fencing:** The Property Owner (or Contractor) shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the Property Owner (or Contractor).

3.10 AUTHORIZED WORKERS

Only the Property Owner (or Contractor and its employees) is allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents.

3.11 DAILY CLEAN-UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY

At the end of each workday, the Property Owner (or Contractor) shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.



Agenda Item Executive Summary

Item Name AN ORDINANCE AMENDING ORDINANCE NO. 97-11 TO ALLOW CONSUMPTION OF ALCOHOL LIQUOR ON PEDAL BUS Committee or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The draft liquor ordinance amendment includes specific stipulations allowing the consumption of alcohol on pedal buses. These stipulations permit passengers to consume alcohol on board provided that the pedal bus operator holds the appropriate Pedal Bus license. The ordinance ensures that the consumption of alcohol on pedal buses adheres to designated routes and operating hours.

This ordinance has been reviewed by the Liquor Commission over the course of the Commission's monthly meetings from April - June of 2024, and the Liquor Commission Unanimously Recommended the adoption of the Ordinance as Presented

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2024-__, AN ORDINANCE AMENDING ORDINANCE NO. 97-11 TO ALLOW CONSUMPTION OF ALCOHOL LIQUOR ON PEDAL BUS.

Staff: Joseph Dienberg, Village Administrator Date: July 8, 2024

ORDINANCE NO. 2024-

**AN ORDINANCE AMENDING ORDINANCE NO. 97-11 ENTITLED “AN
ORDINANCE ESTABLISHING A LIQUOR CONTROL COMMISSION AND
PROVIDING FOR THE CONTROL AND REGULATION OF THE SALE AND
CONSUMPTION OF ALCOHOLIC LIQUORS IN THE VILLAGE OF
WINNEBAGO, ILLINOIS” TO AMEND DEFINITIONS AND ARTICLE IX
SECTION 9 TO ALLOW CONSUMPTION OF ALCOHOL LIQUOR ON PEDAL
BUS**

WHEREAS, the Village of Winnebago Board of Trustees recently passed Ordinance No. 2024-06 on June 10, 2024, which provides for the use and operation of pedal buses within the corporate limits of the Village of Winnebago; and

WHEREAS, such pedal buses, by definition and customary use, are primarily powered by pedaling, with some battery assist allowed for safety purposes generally in the case of an emergency or transport of the device by the driver only; and

WHEREAS, such pedal bus is not currently defined as a motorized vehicle in Illinois, and, thus, not referenced in the Illinois Motor Vehicle Code or regulated by the same; and

WHEREAS, it was contemplated when Ordinance No. 2024-06 was passed that there would be provision for the allowance for the passengers to be able to bring and consume their own alcoholic beverages (BYOB) aboard the pedal bus; and

WHEREAS, Article IX Section 9 of the Village of Winnebago Liquor ordinance currently prohibits any person from transporting, carrying, possessing, having, or consuming any alcoholic liquor in any street, alley, Village parking lot, privately owned parking lot open to the public in a commercial area, or in or upon any vehicle commonly used for transportation of passengers, or in and upon and [sic] depot or waiting room area of any public carrier within the Village except in the original container and with the seal unbroken; and \

WHEREAS, the Village of Winnebago Board of Trustees believes it to be in the best interest of the Village of Winnebago to amend the Village's liquor ordinance to allow a limited exception to the above law to allow passengers aboard a pedal bus who are twenty-one (21) years of age or older to bring and consume their own alcoholic beverages aboard a pedal bus, with specific rules and regulations to potentially enhance the variety of options and attractions for use of the pedal bus, while reasonably protecting the safety of the citizenry.

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

SECTION I—DEFINITIONS

Article I, Section 3 of the Village's liquor ordinance shall be amended to add the following definitions in alphabetical order in accordance with the other definitions already contained therein:

BYOB or BRING YOUR OWN BEVERAGE mean the practice of allowing patrons of a pedal bus twenty-one (21) years of age or older to bring and consume alcoholic beverages aboard the pedal bus.

Pedal Bus means any single-unit device upon which any person may ride propelled predominantly by human power through a belt, chain, or gears having four or more wheels and designed and constructed in such a manner as to engage in the business of carrying groups of passengers for hire as agreed by prearranged contract, with battery assist allowed as a safety measure.

Pedal Bus Business means the business of operating a Pedal Bus for the recreation or physical transportation of groups of the general public as agreed by prearranged contract for a fee.

Pedal Bus Driver means the person in actual physical control of the Pedal Bus.

Pedal Bus Operator means the owner of a business that provides Pedal Bus services.

**SECTION II—PUBLIC DRINKING AND POSSESSION OF ALCOHOLIC
BEVERAGES WITH A BROKEN SEAL**

Article IX, Section 9 of the Village's liquor current ordinance shall be replaced with the following:

Section 9. Public Drinking and Possession of Alcoholic Beverage with a Broken Seal

Except as otherwise provided herein, no person shall transport, carry, possess, have, or consume any alcoholic liquor in any street, alley, Village parking lot, privately owned parking lot open to the public in a commercial area, or in or upon any vehicle commonly used for transportation of passengers, or in and upon any depot or waiting room area of any public carrier within the Village except in the original contain and with the seal unbroken. Notwithstanding this provision, provided the pedal bus and its operator and/or driver meet all of the requirements of Ordinance No. 2024-06, passed by the Board of Trustees on June 10, 2024, dealing with the use and operation of pedal buses within the corporate limits of the Village of Winnebago, and the business operating the pedal bus is a duly established and licensed business through the Village of Winnebago in good standing with the Village, passengers aboard a pedal bus who are twenty-one (21) years of age or older, may bring and consume alcoholic liquor while participating in the pedal bus ride under the following terms and conditions, and with the requirements for the pedal bus operator and passengers listed as follows::

- 1) No pedal bus operator or driver shall be allowed to provide alcoholic liquor to pedal bus passengers for a fee, or as part of the passenger transport service, or otherwise provide the pedal bus passengers with any alcoholic liquor.

- 2) No pedal bus operator or driver shall be allowed to stock any alcoholic liquor aboard the pedal bus.
- 3) Alcoholic liquor consumed aboard a pedal bus may only be consumed in factory pre-sealed plastic bottles or aluminum cans, and no glass of any kind shall be allowed on the pedal bus. The referenced bottles or cans shall each be no more than sixteen (16) ounces, and each passenger twenty-one (21) years of age or older shall have no more than a combination of six (6) plastic bottles or aluminum cans. No hard alcoholic liquor by itself (e.g. whiskey, vodka, etc.,) shall be allowed regardless of the type of container, but a commercially premixed and prepackaged alcoholic drink containing hard liquor (e.g. margarita, etc.) no greater than sixteen (16) ounces that is in a commercially sealed plastic bottle or aluminum can at the time of entry onto the pedal bus, shall be allowed.
- 4) Alcoholic liquor may be consumed only when the passenger is in or on the pedal bus, and only when otherwise permitted by all applicable local and state laws and regulations, including, but not limited to, all other applicable provisions of the Illinois Municipal Code and the laws of the State of Illinois.
- 5) The pedal bus operator and driver may not allow consumption of alcoholic beverages by persons under the age of twenty-one (21) years. Possession and/or consumption of alcoholic liquor by any person under age twenty-one (21) years is strictly prohibited.
- 6) The pedal bus operator and driver may assist a pedal bus patron twenty-one (21) years of age or older in opening or uncorking an alcoholic beverage by

providing a device or utensil to open the container, but may not pour, serve, or dispense the alcohol.

- 7) The pedal bus driver shall monitor the consumption of alcoholic liquor by pedal bus patrons, and in accordance with required BASSETT training, based on observed problematic physical condition or behavior of the patron evidencing impairment from alcohol consumption, inform the patron that such patron may not consume any additional alcohol during the ride.
- 8) The pedal bus driver shall be responsible for checking driver's license or state issued identification of all adult pedal bus patrons on a trip where alcoholic beverages are to be consumed to confirm anyone who may be consuming alcoholic liquor is at least twenty-one (21) years of age.
- 9) A pedal bus operator and/or driver responsible for checking identification must be appropriately trained through BASSET (Beverage Alcohol Sellers and Servers Education Training).
- 10) Upon application for a pedal bus license where it is anticipated that passengers twenty-one (21) years of age or older will be allowed to bring their own alcoholic beverages aboard the pedal bus, or when the parameters of use of a given duly licensed pedal bus are changed in the future to allow for passengers twenty-one (21) years of age or older to bring their own alcoholic beverages aboard the pedal bus, the pedal bus operator shall provide to the Village a certificate of insurance reflecting coverage for dram shop or equivalent liability for providing the service of allowing BYOB. These

requirements shall be in addition to the insurance requirements required for the pedal bus business itself as provided for in Ordinance No. 2024-06.

- 11) No additional application fee shall be due to a pedal bus operator applicant who plans to allow BYOB consumption on board the pedal bus, as opposed to a pedal bus operator that does not plan to provide such accommodation.

SECTION III—EFFECT ON PRIOR ORDINANCES

All other provisions of Ordinance No. 97-1, as amended, not in conflict with the provisions herein shall remain in full force and effect.

SECTION IV—EFFECTIVE DATE OF ORDINANCE

This ordinance shall be in full force and effect from and after the date of its passage, approval, and pamphlet publication, 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:

APPROVED:

PUBLISHED

(in pamphlet form):



Agenda Item Executive Summary

Item Name AN ORDINANCE ESTABLISHING FIRST READING PROCEDURES OF THE VILLAGE OF WINNEBAGO Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village of Winnebago is considering formalizing its current practice of conducting "First Reading" processes for the passage of all Village ordinances and resolutions, aiming to enhance transparency and public engagement. The proposed process involves the introduction of ordinances to include a first reading at a different meeting than when final action is taken on the ordinance, with the option to waive the first reading under certain conditions. Additionally, it outlines voting requirements for the passage of ordinances.

The draft ordinance was reviewed by the Committee of the Whole at the June 26th Committee of the Whole Meeting.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2024-__, AN ORDINANCE ESTABLISHING FIRST READING PROCEDURES OF THE VILLAGE OF WINNEBAGO.

Staff: Joseph Dienberg, Village Administrator Date: July 8, 2024

ORDINANCE NO. _____**AN ORDINANCE ESTABLISHING FIRST READING
PROCEDURES OF THE VILLAGE OF WINNEBAGO**

WHEREAS, the Village of Winnebago seeks to enhance transparency and public engagement in its legislative processes; and

WHEREAS, it is in the best interest of the Village to formalize the practice of conducting first readings for all Village ordinances before there is a formal vote on the ordinance.

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

SECTION 1. INTRODUCTION OF ORDINANCE—FIRST READING

1. The "first reading" of an ordinance shall be its introduction at a Village Board Meeting, Committee of the Whole Meeting, or designated Committee meeting. An item will be introduced into business by being a discussion item on the agenda.
2. Upon introduction any member may read the entire ordinance or provide a summary description thereof. No vote shall be taken on the ordinance at its "first reading," except on motions to amend the ordinance, unless otherwise permitted by Board rules.
3. At the "first reading," any Village Committee member may move to recommend the adoption of such ordinance by the Village Board at a future meeting. This recommendation must be seconded by a member of the committee and approved by a majority vote of its members.

SECTION 2. FINAL APPROVAL PROCEDURES FOR ORDINANCES

1. All ordinances brought before the Village Board for a final vote must have undergone a "first reading" as outlined in Section 1.
2. The requirement of a first reading may be waived if the Village Board votes unanimously in the affirmative to suspend the rules following the "first reading" and act upon the ordinance at the same meeting in which it is introduced to the Village Board.
3. A unanimous vote shall be defined as all members present voting in the affirmative. Abstentions shall be considered as voting in the negative in this instance.
4. The Village President may defer an ordinance to the next regular or specially held Board meeting without sending it to a committee. A majority vote of the Board membership is required to overrule the President's action.

SECTION 3. VOTING REQUIREMENTS FOR PASSAGE OF ORDINANCES

All ordinances of the Village Board shall, unless otherwise expressly required by applicable Illinois statute, require a majority vote for passage.

SECTION 4. 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.

SECTION 5. SEVERABILITY

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

SECTION 6. REPEAL

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

APPROVED this _____ day of _____, 2024

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED:

APPROVED:

**PUBLISHED IN
PAMPHLET FORM:**



Agenda Item Executive Summary

Item Name	AN ORDINANCE AMENDING ORDINANCE 00-07, AN ORDINANCE ADOPTING GUIDELINES AND ESTABLISHING PROCEDURE FOR PUBLIC COMMENT AT VILLAGE OF WINNEBAGO MEETINGS.	Committee or Board	Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

At the May 13 meeting of the Village Board, the topic of updating the current Public Comment Procedure was discussed. The current procedure has not been updated in 24 years. The attached ordinance amends the Public Comment Guidelines of the Village of Winnebago to enhance accessibility and flexibility in the public comment sign-up process. It maintains the current procedure, but additionally allows residents to submit written requests to address the Village Board by filling out a form at the meeting where they would wish to speak. It also includes updated language to keep the policy up to date.

This ordinance was discussed by the Committee of the Whole at their June 26th meeting, and some adjustments were made to the ordinance to encourage residents to still fill out the form ahead of time, while it is still not required, and also stating that residents will be invited up to speak in the order in which the village received their request.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance, Ordinance 00-07 (Current Public Comment Policies)

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2024-__, AN ORDINANCE AMENDING ORDINANCE 00-07, AN ORDINANCE ADOPTING GUIDELINES AND ESTABLISHING PROCEDURE FOR PUBLIC COMMENT AT VILLAGE OF WINNEBAGO MEETINGS.

Staff: Joseph Dienberg, Village Administrator Date: July 8, 2024

ORDINANCE NO. _____
AN ORDINANCE AMENDING ORDINANCE 00-07, AN
ORDINANCE ADOPTING GUIDELINES AND ESTABLISHING
PROCEDURE FOR PUBLIC COMMENT AT VILLAGE OF
WINNEBAGO MEETINGS

WHEREAS, it is necessary to amend the Public Comment Guidelines of the Village of Winnebago, Illinois, to provide flexibility in how residents may sign up to address the Village Board;

WHEREAS, the Village Board recognizes the importance of ensuring accessible and transparent procedures for public participation in its meetings;

WHEREAS, Village Staff may need to make administrative changes to the public comment sign-up process from time to time for efficient management of Village proceedings;

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

SECTION 1. AMENDMENT

The Public Comment Guidelines of the Village of Winnebago, Illinois, are hereby amended as follows:

1. Section 1 of the Public Comment Guidelines shall now read as follows:

"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. Speakers will be invited to speak in the order in which their request was received by the Village."

2. Section 2 of the Public Comment Guidelines shall now read as follows:

"Requests must identify the name of the speaker, resident status and topic to be discussed. Speakers are encouraged to complete the 'points to be raised' section, although such completion is not required. Speaker must identify themselves by name and provide whether they are a resident or non-resident of the Village of Winnebago before their comments. If they choose, speakers may also provide their residential address."

3. Section 3 of the Public Comment Guidelines shall now read as follows:

“Each speaker is limited to three (3) minutes. A maximum of thirty (30) minutes shall be allowed for public comment at each meeting. If a particular item is deemed by the Village President to be controversial, the Village President shall strive to allow all sides an equal amount of time to speak, and may increase the total time limit described above. Time limits shall not apply to Public Hearing.”

4. Section 4 of the Public Comment Guidelines shall be deleted in their entirety.

5. Section 6 of the Public Comment Guidelines shall now read as follows:

“No abusive or profane language, unruly conduct, or personal attack commentary shall be tolerated. The Village President reserves the right to terminate a speaker's comments before the three-minute time limit has been exhausted if the above guidelines are violated. Furthermore any person who violates these rules or otherwise disrupts the order and the quorum of the meeting may be removed.

6. Additional Sections shall be added containing the following:

- a. “Speakers will refrain from repeating testimony and comments that have been previously provided to the governing board. Whenever possible, groups of residents shall consolidate their comments and avoid repetition through the use of representative speakers. It is acceptable for speakers to state that they agree/disagree with the previously provided comments and testimony to avoid repetition.”
- b. “No speaker may give their allotted minutes to another person.”
- c. “Speakers may not use public comment to harass board or Commission members or staff. Public comment is not for asking questions of officials or staff or engaging in a dialogue or debate.”
- d. “Members of the governing body are not required to answer questions or otherwise respond to public comments. Comments may be taken under advisement and may be referred to the appropriate staff member for response outside of the meeting.”
- e. “All speakers and the audience shall respect the presiding officer’s discretion and furtherance of maintaining proper order, respect, and decorum during the meeting. Members of the audience shall refrain from noisy outbursts or other distracting actions such as applauding, cheering, or booing during the conclusion of any remarks made by any speaker, staff member, or village official.”

SECTION 2. ADMINISTRATIVE CHANGES

Administrative changes may, from time to time, be made to the “Public Comment Sign-Up Sheet”, from Ordinance 00-07 “Exhibit A”, with the written approval of the Village Administrator without the requirement of further amendment to this ordinance.

SECTION 3. EFFECTIVE DATE

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

APPROVED this ____ day of _____, 2024

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED:

APPROVED:

**PUBLISHED IN
PAMPHLET FORM:**

ORDINANCE NO. 00-07**AN ORDINANCE ADOPTING GUIDELINES AND ESTABLISHING
PROCEDURE FOR PUBLIC COMMENT AT VILLAGE OF WINNEBAGO
MEETINGS**

WHEREAS, the Village of Winnebago, Illinois, authorities believe it is in the best interest of the Village to have a public comment portion allowed at every duly convened Village of Winnebago meeting open to the public (i.e. general, special, public hearing, etc.); and

WHEREAS, the Village authorities believe it also is in the best interest of the Village to adopt a procedure to be followed in effectuating the public comment section of a given meeting so as many public points of view on an issue as practical may be heard, and the length of each meeting may be confined to a reasonable period of time.

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

The attached Public Comment Guidelines and Public Comment Sign-Up Sheet attached as Group Exhibit "A" are hereby adopted as the procedure to be followed for the public comment portion of all duly convened Village of Winnebago meetings open to the public (i.e. general, special, public hearing, etc.).

This ordinance shall become effective immediately upon its passage and approval.

APPROVED:

Mary Beth Elsen
David S. Hassel, President of the Board of
Trustees of the Village of Winnebago, Illinois
By MARY BETH ELSEN ACTING PRESIDENT & TR

ATTEST:

Sally Jo Huggins
Sally Jo Huggins, Village Clerk

AYES: 4

NAYS: 0

ABSENT: 1

Trustees Voting Aye:

<u>Di Giovanni</u>	<u>BUTLER</u>	<u> </u>
<u>OWEN 3</u>	<u>COOK</u>	<u> </u>

Trustees Voting Nay:

<u>N/A</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

PASSED: 8-7-00

APPROVED: 8-7-00

PUBLISHED: 6-3-04
(in pamphlet form)

VILLAGE OF WINNEBAGO, ILLINOIS **PUBLIC COMMENT GUIDELINES**

1. A written request to address Village Board by non-members must be submitted via mail, hand delivery, or telefax such that the request arrives at the Village of Winnebago Office located at 108 West Main Street, Winnebago, Illinois, 61088, by 12:00 Noon the day before the day of the meeting scheduled by the Village authorities in which you would like to participate.
2. Requests must identify name of speaker, speaker's residence address, speaker's telephone number, subject matter, speaker's interest (ie: pro or con), and whether or not speaker is a Village of Winnebago resident. You are encouraged to complete the "points to be raised" section, although such completion is not required.
3. Each speaker is limited to three (3) minutes. A maximum of eighteen (18) minutes shall be allowed for non-members at each meeting, except for a public hearing where a maximum of thirty (30) minutes shall be allowed. If a particular item is deemed by the Village President to be controversial, the Village President shall strive to allow all sides an equal amount of time to speak, subject to the total time limit as described above. In the event there are more requests submitted for the opportunity to provide public comment than there are slots available for the same at a given meeting, the Village President shall have the discretion to select those entitled to speak, taking into consideration the goal of striving to allow all sides on an issue an equal amount of time to speak and of addressing of as many pertinent issues as possible.
4. The public comment section of the meeting shall be in addition to and precede the time the Village President opens up a given meeting to pertinent questions directed to the Board. The question and answer session shall be restricted to pertinent questions only posed to the Board members, with no commentary by the questioning party. Responses to pertinent questions posed shall be to the extent deemed necessary by the Board. The Village President unilaterally, or by way of a duly passed motion, reserves the right to terminate the question and answer portion of the meeting at such time that it is deemed all relevant inquiry has been considered or the anticipated time frame for the entire meeting does not practically allow for continued question and answer discussion.
5. Visual aids may be used during the addressing of the Village Board, but no equipment shall be provided by the Village of Winnebago to use with such visual aids.
6. No abusive or profane language, unruly conduct, or personal attack commentary shall be tolerated. The Village President reserves the right to terminate a speaker's comments before the three (3) minute time limit has been exhausted if the above guidelines are violated.

Generally, all Village meetings are held at the Village Office located at 108 West Main Street, Winnebago, Illinois. However, in the event a larger than usual crowd is expected for a given meeting, an alternate meeting site will be chosen with notification of the same given to the public in accordance with normal procedure and as required by law.

For more information please contact:
Village of Winnebago Office
(815) 335-2020

**VILLAGE OF WINNEBAGO, ILLINOIS
PUBLIC COMMENT SIGN-UP SHEET**

Section 26. Item #b.

Date: _____

I would like permission to speak during the public comment portion of the Village of Winnebago

(check one that is applicable) _____ General
_____ Special
_____ Public Hearing
_____ Other (specify type meeting: _____)

meeting scheduled for _____
(month/day/year)

Name: _____

Residence Address: _____

Telephone Number: _____

Residence Address: _____

Village of Winnebago Resident: _____ Yes _____ No (check one)

Subject: _____

Speaker interest: _____ PRO _____ CON (check one)

Points to be raised: (Note: This section is not required to be completed. However, since due to time limitations there may not be time for all speakers requesting to be heard to speak, it is suggested that this section be completed so as many different points on both sides of a respective issue may be heard.)

Please mail, telefax, or hand deliver the completed Public Comment Sign-Up Sheet so that the same arrives at the Village Office located at 108 West Main Street, Winnebago, Illinois, 61088, by 12:00 Noon ^{LAST WORKING DAY} the day before the day of the meeting in which you would like to participate. The telefax number of the Village Office is 335-7533.

VILLAGE OF WINNEBAGO

ORDINANCE NO. 00-07

AN ORDINANCE ADOPTING GUIDELINES AND ESTABLISHING PROCEDURE FOR PUBLIC COMMENT AT VILLAGE OF WINNEBAGO MEETINGS

ADOPTED BY THE
BOARD OF TRUSTEES

VILLAGE OF WINNEBAGO

THIS 7th DAY OF AUGUST, 2007

Published in pamphlet form by authority of the Village
Board of Trustees of the Village of Winnebago, Illinois, this 3rd
day of JUNE, 2007.

STATE OF ILLINOIS)
)
 COUNTY OF WINNEBAGO)

SS

PAMPHLET PUBLICATION CERTIFICATION FORM

I, Sally Jo Huggins, certify that I am the duly elected and acting Village Clerk of the Village of Winnebago, Winnebago County, Illinois.

I further certify that on 8-7, 2020 the Corporate Authorities of the above municipality passed and approved Ordinance No. 00-07, entitled "An Ordinance Adopting Guidelines and Establishing Procedure for Public Comment at Village of Winnebago, Illinois, Meetings" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 00-07, including the Ordinance and a cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the Village office located at 108 West Main Street, Winnebago, Illinois, commencing on 4-3, 2024, and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the Village Clerk located at the above Village office address.

DATED at Winnebago, Illinois, this 14th day of JUNE, 2024.

(SEAL)

Sally Jo Huggins
 Sally Jo Huggins, Village Clerk



MARY J. GAZIANO
ATTORNEY AT LAW

1 COURT PLACE, SUITE 200
ROCKFORD, ILLINOIS 61101

OFFICE (815) 962-6800
FAX (815) 962-6898

May 14, 2004

Ms. Kris Steinwand, Office Manager
VILLAGE OF WINNEBAGO
108 West Main Street
Winnebago, IL 61088

Re: Village of Winnebago
Public Comment Guidelines

Dear Kris:

As a follow-up to our May 13, 2004, telephone conversation in regard to the above-captioned matter, please find enclosed the original of Ordinance No. 00-07 adopting guidelines and establishing procedures for public comment at Village of Winnebago meetings, along with a cover sheet and Pamphlet Publication Certification Form. I noticed the original was in my file, and I am not quite sure why the same was given to me, as the original should have been maintained by the Village, with the cover sheet and Pamphlet Publication Certification Form completed when three copies of the ordinance were displayed at the Village Office for public viewing for at least 10 days after passage. While this is not the type of ordinance that would require publication, I provided for the same in the documents drafted so the public would have a more obvious notification of the new policy.

Please complete the cover sheet and have Village Clerk, Sally Jo Huggins sign and seal the Pamphlet Publication Certification Form. If you recall that a copy of the ordinance was published in pamphlet form immediately after passage, please fill in the information accordingly. If a copy was not published in pamphlet immediately after passage, or if you do not recall, then please now publish the same in pamphlet form and the cover sheet and Pamphlet Publication Certification Form would then need to be completed with the current publication date. In either case, I need a copy of the completed cover sheet and completed Pamphlet Publication Certification Form for my file.

Very truly yours,

Mary J. Gaziano
Attorney at Law

MJG/smm
Enclosures