



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, May 07, 2025 at 6:00 PM

108 West Main Street and Virtually

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

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

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

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

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

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

10. CONSENT AGENDA

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

*active agenda to be discussed and approved separately. The Consent Agenda for this meeting includes; **11a, 11b, and 12a***

11. APPROVAL OF MINUTES

- [a.](#) *Approval of Board Trustees Meeting Minutes from April 16, 2025
- [b.](#) *Strategic Planning Workshop Minutes from March 1, 2025

12. APPROVAL OF BILLS

- [a.](#) *Approval of Invoices Presented for Payment \$77,449.78

13. PRESIDENT

- a. Swearing in of the Village President, Village Clerk, and Trustees
- b. Appointment of Board Members
- c. Swearing in of Appointed Trustees
- d. Appointment of Treasurer, Deputy Clerk, Public Works Director, Police Chief, Village Administrator, Village Attorney
- e. Zoning Board Members Appointment

14. CLERK'S REPORT

15. TREASURER'S REPORT

16. ADMINISTRATIVE REPORTS

17. QUESTIONS FROM TRUSTEES/STAFF

18. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

- [a.](#) 2025 Water Project-Local Funds Aligning with IEPA SRLF Project
- [b.](#) Clayton Court Watermain Looping Bidding Documents Bid Acceptance

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

- a. Sale of Village Owned Property- Winnebago Highlands

20. POLICE COMMITTEE/REPORTS/REQUESTS

21. FINANCE COMMITTEE/REPORTS/REQUESTS

- [a.](#) Grocery Tax

22. LIQUOR COMMITTEE/REPORTS/REQUESTS

23. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

- [a.](#) Municipal Clerks Week Recognition: May 4-10
- [b.](#) National Police Week Recognition: May 11-17

24. ZONING COMMISSION/REPORTS/REQUESTS

- [a.](#) Ordinance for Special Use Permit for Body Art Establishment

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

26. NEW BUSINESS

27. TABLED/DEFERRED ITEMS

28. UPCOMING MEETINGS

29. ADJOURNMENT

**Posted: May 2, 2025 at 12:15 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491**



Agenda Item Executive Summary

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

BUDGET IMPACT

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

EXECUTIVE SUMMARY

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

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

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

ATTACHMENTS (PLEASE LIST)

N/A

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE THE ITEMS ON THE CONSENT AGENDA, INCLUDING APPROVAL OF BOARD MINUTES FROM APRIL 16, 2025, THE MINUTES FROM THE STRATEGIC PLANNING WORKSHOP ON MARCH 1, 2025, AND APPROVAL OF INVOICES PRESENTED FOR PAYMENT.

Staff: _____ Rachel Windgassen, Administrative Assistant _____ Date: _____ 5/7/25 _____

The Board of Trustees of the Village of Winnebago met in person April 16, 2025, at 6:00 P.M. with President Franklin J. Eubank, Jr. presiding. The link for the employees and the public to attend remotely was made available through GoToMeeting.

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

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Lieutenant Nick Haff, Treasurer Dana Novinson, Deputy Clerk Kellie Symonds, and Public Works Director Chad Insko; Luke Ziegler attended remotely.

5. ESTABLISHMENT OF A QUORUM - A quorum was established.
6. MEETING GUIDELINES – No Board members were attending remotely.
7. DISCLOSURE OF ANY CONFLICT OF INTEREST - No conflict of interest was noted.
8. CHANGES TO THE AGENDA – No changes were requested
9. PUBLIC COMMENT - No one requested the opportunity to address the Board.
10. CONSENT AGENDA
A motion was made by MR. MCKINNON, seconded by MR. LEFEVRE to approve the Consent Agenda items. The motion carried on a unanimous roll call vote of those present.
 11. a. Approval of Board Trustees Meeting Minutes of April 2, 2025
 12. a. Approval of Invoices Presented for Payment \$42,949.46
13. PRESIDENT – The President's Report was included in the packet.
14. CLERK – No items to report
15. TREASURER'S REPORT - The report was included in the Packet.
16. ADMINISTRATIVE REPORTS – The Administrative Reports were included in the packet.
17. QUESTIONS FROM TRUSTEES/STAFF - There were no questions from Trustees or Staff
18. PUBLIC WORKS COMMITTEE/REPORT/REQUESTS
 - a. The Clayton Court Main Looping Project will be going out for bid soon.
 - b. The 2025 Motor Fuel Tax Westfield Road Project will be going out for bid soon.
 - c. The 2025 Water Project Local Funds Aligning with IEPA SRLF Project is awaiting approval.
 - d. A motion was made by MR. MCKINNON, seconded by MR. ACKERMAN to adopt Resolution 2025-14R A RESOLUTION TO PURCHASE A NEW ZERO-TURN LAWN MOWER AT A PRICE NOT TO EXCEED \$14,000.00. The Board discussed selling the old mower with other surplus equipment of the Village by ordinance. Motion carried on a unanimous roll call vote of those present.
19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS.
 - a. Appraisals have been received for the Village owned property at Winnebago Highlands. The group will meet and discuss next week when the Village Administrator returns.
20. POLICE COMMITTEE/REPORTS/REQUESTS
 - a. A motion was made by MR. LEFEVRE, seconded by MR. ACKERMAN, to adopt RESOLUTION 2025-15R: A RESOLUTION TO APPROVE A CORRECTED AND AMENDED SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING. The motion carried on a unanimous roll call vote of those present.
21. FINANCE COMMITTEE/REPORTS/REQUESTS – No items for discussion.
22. LIQUOR COMMITTEE/REPORTS/REQUESTS - No items for discussion.
23. ADMINISTRATIVE TEAM/REPORTS/REQUEST –
President Eubank signed the Proclamation Proclaiming April 20 -26 As Administrative Professionals Week in the Village of Winnebago.
24. ZONING COMMISSION/REPORTS/REQUESTS –
 - a. President Eubank noted the following Zoning Board Members and their term ending dates. Irv Koning May 2025, Michael Booker May 2025, Bill Emmert (Chair) May 2026, Riley Pitney May 2027, Brian Martin May 2028, He then appointed Mr. Booker to another term to expire in May 2030.
25. EXECUTIVE SESSION (CLOSED SESSION) - No items for discussion.

26. NEW BUSINESS

Mr. Insko reported:

- Jeremy Graham, a former Board member, returned last Friday after being deployed for about one year near Jordan.
- Emergency repairs to Highway 20 outside of Winnebago have been awarded to Rock Road. It was also noted Rock Road is looking for office space in Winnebago
- He brought up the sidewalk ordinance which requires a sidewalk through a driveway if there is adjacent sidewalks. MR. LEFEVRE suggested maybe the Village could pay one-half of the cost of the sidewalk. This will be discussed at a further meeting.

Chief White stated the Police Department will cook lunch for the senior class at the high school on May 1, 2025, from 10:00 a.m. until noon. He also noted that this week is Telecommunicators Week. President Eubank added that the PSAP 911 Center is now fully staffed with several applicants on file. In addition, PSAP is adding fire departments to the coverage.

27. TABLED/DEFERRED ITEMS – none

28. UPCOMING MEETINGS

The next Board meeting will be May 7, 2025, at 6:00 p.m., followed by the Committee of the Whole Meeting.

29. ADJOURNMENT

A motion was made by MR. LEFEVRE, seconded by MR. MCKINNON, to adjourn at 6:36 p.m. The motion carried on a voice vote.

UNAPPROVED

Sally Jo Huggins, Village

The previously scheduled Committee of the Whole that was to have followed this meeting was cancelled as the information to be discussed (Right of Way Ordinance 2024-23) was not available.

The Special Strategic Planning Workshop of the Village of Winnebago was held in person on March 1, 2025, at 9:00 AM at the Winnebago Community Historical Society Town Hall, 116 South Benton Street. Notice of the meeting was posted at both the meeting location and Village Hall in accordance with the Open Meetings Act. The meeting was called to order at 9:07 AM by Trustee Mike McKinnon.

ROLL CALL: ACKERMAN – KIM – LEFEVRE – MCKINNON (ABSENT: EUBANK, PITNEY, SMITH)

A motion was made by Kim, seconded by Lefevre, to appoint Trustee McKinnon as Temporary Chair. Motion carried on a voice vote.

Guests: Village Administrator Joseph Dienberg, Chief Jeff White, Lieutenant Nick Haff, Public Works Director Chad Insko, Treasurer Dana Novinson, and representatives from Northern Illinois University's (NIU) Center for Governmental Studies (CGS), including Mel Henriksen and Ali Hoebing.

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

4. GOAL SETTING DISCUSSION FOR THE VILLAGE OF WINNEBAGO (Led by NIU Center for Governmental Studies)

The workshop was facilitated by NIU's CGS and followed the structured agenda. Discussions were free-flowing, with NIU leading interactive exercises aimed at refining the Village's mission, strategic priorities, and long-term goals. Board members, Village staff, and NIU representatives actively participated in the process.

Icebreaker and Introductions

To start the session, NIU led an icebreaker activity to encourage engagement and discussion.

Visions of Tomorrow

NIU opened the session with an activity designed to help participants think strategically about Winnebago's future. Each participant was asked to respond to the following two forward-looking questions:

1. If you left the area tomorrow and returned in 10–15 years, what do you think you'll see—or hope to see—in the community?
2. What is the biggest challenge facing the Village in achieving that vision?

Key themes that emerged from this exercise included:

- Hopes for the future: A thriving local economy, new businesses, and improved public spaces. Many participants envisioned Winnebago as a well-maintained, attractive place to live and work, with a strong business corridor and expanded community amenities.
- Challenges to achieving this vision: Participants noted concerns about budget constraints, infrastructure maintenance, and the ability to attract developers. Some cited public perception of growth and change as a barrier that may need to be addressed through better community engagement.

Mission Review

NIU facilitated a small group mission exploration where participants evaluated examples of mission statements from other municipalities. The groups discussed:

- What elements resonated with them.
- What should be reflected in Winnebago's mission statement.

Based on input, two draft mission statements were developed:

1. *“We strive to keep our community safe and welcoming by managing resources wisely, supporting schools and local businesses, and fostering connections. Our goal is to create a place where families and neighbors can live, grow, and thrive together.”*
2. *“We are committed to a safe, thriving, and connected community through responsible leadership and strategic growth, creating a welcoming home for all generations.”*

Stakeholder Focus Groups – Review of Key Themes

NIU presented findings from stakeholder focus groups that had been conducted prior to the workshop, incorporating feedback from residents, business owners, government/civic groups, and Village staff. These findings were discussed with attendees, who were asked to assess whether the themes accurately reflected their own experiences and priorities.

The themes identified aligned closely with the insights shared by workshop participants earlier in the session, reinforcing the importance of these priorities across all stakeholder groups.

External Stakeholders (Residents, Business Owners, and Civic Groups):

- Communication & Engagement – Stakeholders emphasized the need for clearer and more frequent communication from the Village. Many felt that communication should be proactive rather than reactive and suggested improvements such as regular updates, better online resources, and expanded engagement efforts to increase public trust and participation.
- Commercial Growth & Development – Many residents and business owners expressed a desire for more retail, family dining, and commercial opportunities in Winnebago. Stakeholders identified the need for targeted business recruitment efforts and highlighted barriers such as infrastructure limitations and a perceived lack of economic incentives for new businesses.
- Community Resources & Village Facilities – Feedback indicated that residents would like to see expanded recreational opportunities and improved Village buildings and public spaces. Specific suggestions included:
 - Enhancing parks and green spaces to improve access and usability.
 - Upgrading community facilities to support gathering spaces
 - Enhancing Bike and Pedestrian Paths
 - Improving the Pecatonica Prairie Path

Internal Stakeholders (Village Staff and Leadership):

- Village Services & Infrastructure – Staff and leadership emphasized the need to maintain and improve Village infrastructure, particularly roads, water systems, and drainage. Concerns were raised about aging infrastructure and the long-term costs of deferred maintenance.
- Organizational Development & Governance – A major theme among internal stakeholders was the need for stronger internal processes, improved communication, staff development, and improved operational efficiency. Priorities included:
 - Investing in training and professional development.
 - Enhancing interdepartmental coordination.
 - Streamlining Village operations to improve service delivery.
- Village Facilities & Equipment – Internal feedback strongly emphasized the condition and capacity of Village-owned buildings.
 - Administrative Offices & Public Meeting Space – Some departments feel that current office space is not adequate for long-term needs, citing limited storage, workspace constraints, and outdated layouts. There was interest in evaluating potential improvements to Village Hall or alternative options.

- Public Works Facilities – Staff noted concerns with space limitations, aging equipment storage areas, and the long-term sustainability of existing structures. It was specifically noted that Public Works needs a wash bay.
- Police Department Facilities – There was a general sense that current facilities may not fully meet future operational demands, particularly as the department continues to modernize and adapt to new technology.
- Community & Recreational Spaces – There was discussion about expanding or improving spaces available for public gatherings, recreational programming, and civic events to accommodate future growth.

Assessment of Strengths, Weaknesses, Opportunities, and Challenges (Two-Part SWOC)

NIU facilitated a Strengths, Weaknesses, Opportunities, and Challenges (SWOC) exercise. Each small group brainstormed ideas and then shared findings with the larger group. Below is a general summary of some of the ideas discussed:

- *Strengths:* Strong community identity, good schools, dedicated Village staff and residents.
- *Weaknesses:* Aging infrastructure, limited commercial growth, lack of consistent messaging, revenue.
- *Opportunities:* Served Village Parcels for development, well positioned financially, proximity to US 20, and the creation of strategic plan.
- *Challenges:* Budget limitations, rising costs, state-affected revenue and unfunded mandates.

Goal Review and Identification

Attendees reviewed the SWOC findings and refined them into specific goals in small groups. Some of the top priorities identified included but are not limited to:

- Infrastructure Improvements – Developing a Capital Improvement Plan to fund goals and needs, Road resurfacing, stormwater drainage, and water system upgrades.
- Economic Development & Growth – Attracting businesses, filling vacant properties, improving the village's Unified Development Ordinance and evaluating the need for a downtown zoning district, and incentivizing commercial and residential development.
- Community Engagement & Quality of Life – Enhancing public events and improving communication.
- Organizational Development & Governance – Streamlining operations and eliminating red-tape for those seeking village service or starting their business.

Next Steps:

NIU detailed the post-workshop action plan, including:

- Transcription of Notes & Draft Goal Statements:
 - NIU will compile workshop notes over the next 1–2 weeks and send draft goal statements for board review. A ranking survey will be distributed to workshop participants, with a one-week deadline for responses.
- Action Planning:
 - Once goals are ranked, NIU will schedule a virtual action planning session with senior staff. This session will take 1–1.5 hours and utilize an Excel-based framework to develop implementation strategies.
- Final Report:
 - NIU will prepare a comprehensive final report documenting the strategic planning process and goals. The report is expected to be completed by early April, with an executive summary included for easy reference.
- Board Input Worksheet:

- A fillable worksheet will be provided for board members who could not attend. Completed worksheets should be returned by the end of the week for inclusion in NIU's final documentation.

NIU expressed appreciation for the Village's preparation, setup, and coordination, which contributed to a productive session.

6. ADJOURNMENT

A motion was made by MR. LEFEVRE, seconded by MR. KIM to adjourn at 2:00 p.m. Motion carried on a voice vote.

UNAPPROVED

Prepared by: Joey Dienberg, Village Administrator

Warrant List

May 07, 2025
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - **\$77,449.78**

Section 2: Invoices over \$5,000 - **\$70,469.95**

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

May 07, 2025

Invoices Presented
For Board Approval

Total Invoices: **\$ 77,449.78**

4/30/2025 8:40 AM

A / P CHECK REGISTER

Section 12. Item #a.

PACKET: 02969 BOARD PACKET 5/7/25

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
016055	AIRGAS USA, LLC D/B/A ENCOMPASS I-5515163152	CYLINDER RENTAL	R	5/07/2025		33.03CR	026445	33.03
000688	BOVES' AUTO & TRUCK SERVICE LLC I-89646	REPLACE AIR/CABIN FILTER, OIL	R	5/07/2025		156.25CR	026446	156.25
000367	CITY OF ROCKFORD I-75004046	WATER ANALYSIS	R	5/07/2025		120.00CR	026447	120.00
000100	CONSERV FS I-108026369 I-108026370	AKROGOLD UNL GAS DIESELEX GOLD ULTRA	R R	5/07/2025 5/07/2025		714.87CR 415.13CR	026448 026448	 1,130.00
000460	CORE & MAIN LP I-W680456 I-W718548 I-W718908	TAPT BLIND FLG, FLG ACC SET PRJ:22-837 CHURCH/GOODLING PIPES, GASKETS, TEST STATION	R R R	5/07/2025 5/07/2025 5/07/2025		251.10CR 30,513.59CR 5,202.62CR	026449 026449 026449	 35,967.31
000024	FEHR-GRAHAM & ASSOCIATES I-130352 PRJ:22-837 I-130353 PRJ:24-125 I-130354 PRJ:25-125	DESIGN ENG. CHURCH/GOODLING 24 GENERAL ENGINEERING 25 GENERAL ENGINEERING	R R R	5/07/2025 5/07/2025 5/07/2025		1,397.50CR 1,188.75CR 2,777.50CR	026450 026450 026450	 5,363.75
016040	FERGUSON WATER WORKS SUPPLY I-9856682 I-9857974	POST OFFICE METER CHANGEOUT RNG GASKET, THRD COMP FLG	R R	5/07/2025 5/07/2025		284.59CR 105.73CR	026451 026451	 390.32
000546	FURST STAFFING I-2000079525 I-2000079582 I-2000079690	LORFELD-GRAY: WEEK END 4/6/25 LORFELD-GRAY: WEEK END 4/13/25 LORFELD-GRAY: WEEK END 4/20/25	R R R	5/07/2025 5/07/2025 5/07/2025		543.92CR 443.19CR 557.35CR	026452 026452 026452	 1,544.46
000044	GAZIANO, ATTORNEY MARY I-202504282627	MULT TRAFFIC INV 1/24-12/24	R	5/07/2025		531.25CR	026453	531.25
000322	HAFF, NICHOLAS I-CO-50146	REIMBURS: UNIFORM MCNEELY	R	5/07/2025		60.07CR	026454	60.07
000525	J & R SUPPLY INC. I-2503354-IN I-2504156-IN	RATCHET WRENCH FOR MAIN BREAK CHAINSAW, QUICK CUT SAW	R R	5/07/2025 5/07/2025		229.40CR 2,005.00CR	026455 026455	 2,234.40

4/30/2025 8:40 AM

A / P CHECK REGISTER

P Section 12. Item #a.

PACKET: 02969 BOARD PACKET 5/7/25

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000148	LAWSON PRODUCTS INC							
	I-9312412605	WRENCHES, NUTS, SCREWS	R	5/07/2025		1,658.69CR	026456	
	I-9312417786	TUFF-TORQ HEX CAP SCREW	R	5/07/2025		38.13CR	026456	1,696.82
000639	LRS, LLC							
	I-PS650642	MEMORIAL PARK RENTAL 4/8-5/1	R	5/07/2025		117.85CR	026457	117.85
000307	MANHEIM, CASPER							
	I-25-05	MAY CODE ENFORCEMENT	R	5/07/2025		960.00CR	026458	
	I-25-05B	MAY BUILDING INSPECTOR	R	5/07/2025		1,000.00CR	026458	1,960.00
000731	MENARDS - CHERRY VALLEY							
	I-79337	VILLAGE HALL REPAIR PRODUCTS	R	5/07/2025		17.94CR	026459	17.94
000010	MERIDIAN IMPLEMENT COMPANY							
	I-01-213778	U-1 BATTERY (UT CORE) FERRIS	R	5/07/2025		79.95CR	026460	
	I-01-213926	U-1 BATTERY (UT CORE)SIMPLICIT	R	5/07/2025		79.95CR	026460	159.90
000047	MICHAEL TODD INDUSTRIAL SUPPLY							
	I-218501	CONV WIRE/POLY SECT BOBCAT	R	5/07/2025		784.71CR	026461	784.71
000035	NAPA AUTO PARTS							
	C-677667	2017 FORD WHEEL SEAL-REAR	R	5/07/2025		89.40	026462	
	I-677667	2017 FORD WHEEL SEAL-REAR	R	5/07/2025		89.40CR	026462	
	I-677873	2017 FORD WHEEL SEAL-REAR	R	5/07/2025		76.99CR	026462	76.99
000703	NORTHERN ILLINOIS TRAINING ADVISORY BRD							
	I-2633	FY26 AUTH STRENGTH ASSESSMENT	R	5/07/2025		720.00CR	026463	720.00
000692	NORTHERN ILLINOIS UNIVERSITY							
	I-CGS003496	STRATEGIC PLANNING PYMT: 2/2	R	5/07/2025		10,500.00CR	026464	10,500.00
000680	NOVINSON, DANA							
	I-202504242625	REIMBURSE: POSTAGE STAMPS	R	5/07/2025		219.00CR	026465	
	I-202504242626	MILEAGE REIMBURSE: TREAS INST.	R	5/07/2025		101.13CR	026465	320.13
000298	PACE ANALYTICAL SERVICES, LLC							
	I-257209376	NITRATE AS N BY IC	R	5/07/2025		68.50CR	026466	
	I-257209563	FLUORIDE BY PROBE	R	5/07/2025		75.00CR	026466	143.50
000807	PAPER RECOVERY SERVICE CORPORATION							
	I-100652	2025 1ST QUARTER RENTAL FEE	R	5/07/2025		25.00CR	026467	
	I-100931	OFF SITE SHREDDING	R	5/07/2025		67.50CR	026467	92.50

4/30/2025 8:40 AM

A / P CHECK REGISTER

P

Section 12. Item #a.

PACKET: 02969 BOARD PACKET 5/7/25

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000841	PF PETTIBONE & COMPANY							
	I-187454	MINUTES BOOK COVER	R	5/07/2025		141.75CR	026468	141.75
000582	POLLARDWATER							
	I-0285039	SONOSCOPE	R	5/07/2025		73.13CR	026469	73.13
000384	REGION 1 PLANNING COUNCIL (WINGIS)							
	I-FY25-0355-4	Q4 GIS SUPPORTING MEMBERSHIP	R	5/07/2025		990.75CR	026470	
	I-FY25-0379-4	Q4 COUNCIL OF GOV MEMBERSHIP	R	5/07/2025		625.00CR	026470	1,615.75
000584	RITTERTECH A DIVISION OF MCE							
	I-F04065-001	CRIMP HOSE ASSY	R	5/07/2025		417.61CR	026471	417.61
001538	ROCK ROAD COMPANIES INC							
	I-323881	COLD MIX 0-2 TONS	R	5/07/2025		227.80CR	026472	227.80
000017	ROCK VALLEY PUBLISHING							
	I-470439	ZONING HEARING: 126 S BENTON	R	5/07/2025		175.75CR	026473	175.75
000422	ROCKFORD INFORMATION TECHNOLOGIES, INC.							
	I-41220	APRIL ACRONIS CLOUD BACKUP	R	5/07/2025		60.00CR	026474	
	I-41241	APRIL DATTO CLOUD BACKUP	R	5/07/2025		140.00CR	026474	
	I-41242	APRIL REMOTE MONITORING	R	5/07/2025		127.00CR	026474	327.00
000142	ROCKFORD LITHO CENTER							
	I-18982	SPRING-SUMMER 25 NEWSLETTER	R	5/07/2025		1,770.03CR	026475	1,770.03
000033	ROGERS READY MIX & MATERIALS							
	I-331385	TORP SAND, SEWER BEDDING	R	5/07/2025		543.15CR	026476	543.15
000260	STRAND ASSOCIATES, INC.							
	I-0223722PRJ3736.009	SCADA UPGRADE THROUGH 3/31/25	R	5/07/2025		2,030.00CR	026477	2,030.00
000825	SULLIVAN'S FOODS							
	I-202504292628	SULLIVAN'S MAR 25 STATEMENT	R	5/07/2025		243.69CR	026478	243.69
000696	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC							
	I-6789125-202503-1	MARCH 2025 TRULOOKUP	R	5/07/2025		92.90CR	026479	92.90
016032	TYLER TECHNOLOGIES							
	I-025-503904	UTILITY BILLING CREDIT CARDS	R	5/07/2025		1,553.75CR	026480	
	I-025-506798	QUARTER BILL 6/1/25-8/31/25	R	5/07/2025		3,323.39CR	026480	4,877.14

4/30/2025 8:40 AM

A / P CHECK REGISTER

P

Section 12. Item #a.

PACKET: 02969 BOARD PACKET 5/7/25

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000411	UNIFORM DEN EAST INC							
	I-95777	HAFF: SHIRT, RANK MINI, EMB	R	5/07/2025		275.77CR	026481	275.77
001004	VILLAGE OF WINNEBAGO							
	I-03-4203-01	APR 25 600 W SOPER ST	R	5/07/2025		6.74CR	026482	
	I-03-4204-01	APR 25 600 W SOPER ST	R	5/07/2025		21.15CR	026482	
	I-03-5350-00	APR 25 104 W MAIN ST	R	5/07/2025		11.55CR	026482	
	I-03-5380-00	APR 25 108 W MAIN ST	R	5/07/2025		10.45CR	026482	
	I-07-1467-00	APR 25 400 E MCNAIR RD WELL #3	R	5/07/2025		21.22CR	026482	71.11
000623	WANLESS BROTHERS MOVING & STORAGE, LLC							
	I-8299	APRIL STORAGE/MAR ACTIVITY	R	5/07/2025		112.50CR	026483	112.50
000616	XEROX FINANCIAL SERVICES							
	I-40363400	XEROX: MAY CONTRACT	R	5/07/2025		333.52CR	026484	333.52

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	40	0.00	77,449.78	77,449.78
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	40	0.00	77,449.78	77,449.78

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

4/30/2025 8:40 AM

A / P CHECK REGISTER

P
Section 12. Item #a.

PACKET: 02969 BOARD PACKET 5/7/25

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

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

FUND	PERIOD	AMOUNT

01	5/2025	10,439.32CR
17	5/2025	8,528.15CR
24	5/2025	10,500.00CR
51	5/2025	47,982.31CR
=====		
ALL		77,449.78CR

SECTION 2:

WARRANT LIST

May 07, 2025

Invoices Over \$5,000

\$ 70,469.95

These invoices are included in the
Section 1 Warrant List

4/30/2025 3:20 PM

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE: 5/07/2025 THRU 5/07/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
099998	EFT/PAYROLL/FIRSTAR BANK							
I-T1 202504302629	FEDERAL WITHHOLDING	D	5/07/2025	4,666.29		002028		
I-T3 202504302629	FICA WITHHOLDING	D	5/07/2025	5,877.46		002028		
I-T4 202504302629	MEDICARE WITHHOLDING	D	5/07/2025	1,374.56		002028		11,918.31
000622	IMRF							
I-P1 202504302629	IMRF	D	5/07/2025	5,990.10		002030		
I-P3 202504302629	Winnebago Voluntary Withholdin	D	5/07/2025	730.48		002030		6,720.58
000460	CORE & MAIN LP							
I-W680456	TAPT BLIND FLG, FLG ACC SET	R	5/07/2025	251.10		026449		
I-W718548	PRJ:22-837 CHURCH/GOODLING	R	5/07/2025	30,513.59		026449		
I-W718908	PIPES, GASKETS, TEST STATION	R	5/07/2025	5,202.62		026449		35,967.31
000024	FEHR-GRAHAM & ASSOCIATES							
I-130352 PRJ:22-837	DESIGN ENG. CHURCH/GOODLING	R	5/07/2025	1,397.50		026450		
I-130353 PRJ:24-125	24 GENERAL ENGINEERING	R	5/07/2025	1,188.75		026450		
I-130354 PRJ:25-125	25 GENERAL ENGINEERING	R	5/07/2025	2,777.50		026450		5,363.75
000692	NORTHERN ILLINOIS UNIVERSITY							
I-CGS003496	STRATEGIC PLANNING PYMT: 2/2	R	5/07/2025	10,500.00		026464		10,500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	51,831.06	0.00	51,831.06
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	18,638.89	0.00	18,638.89
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	5	70,469.95	0.00	70,469.95
BANK: AP TOTALS:	5	70,469.95	0.00	70,469.95
REPORT TOTALS:	5	70,469.95	0.00	70,469.95



Agenda Item Executive Summary

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

BUDGET IMPACT

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

EXECUTIVE SUMMARY

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

Fehr Graham, as the Village Engineer, is currently in the process of designing the project. Once the design is finalized and the loan is awarded, the Board will be asked to approve the acceptance of construction bids and complete the next steps of the loan process.

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

ATTACHMENTS (PLEASE LIST)

Fehr Graham Proposal

ACTION REQUESTED

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

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

Staff: Chad Insko Director of Public Works Date: 5/7/2025

June 27, 2024

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

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

Dear President Eubank,

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

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

SCOPE OF SERVICES

IEPA Construction Permit Extension

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

Winnebago County Highway Department Permitting

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

IEPA Loan Application

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

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

Bidding Plan and Specification Revisions

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

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

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

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

Bidding Documents and Services

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

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

EXCLUSIONS

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

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

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

FEES

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

Engineering Design Fees

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

Total \$47,100.00

June 27, 2024

Mr. Chad Insko – Village of Winnebago

Village of Winnebago – Rebuild Illinois Public Infrastructure Grant Additional Services

Page 2

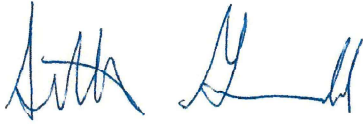
Section 18. Item #a.

AUTHORIZATION

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

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

Sincerely,

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

Seth Gronewold, PE
Principal

SWG:adn

Enclosure –
Agreement for Professional Services

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

815.335.2020

Description of Services:

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

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

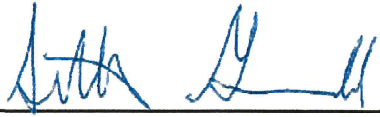
COST:

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

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

ACCEPTED AND AGREED TO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agenda Item Executive Summary

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

BUDGET IMPACT

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

EXECUTIVE SUMMARY

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

During the planning phase, Fehr Graham discovered that the existing utility easement is only 10 feet wide, which is insufficient for optimal installation. Since McRoberts Street Right-of-Way (R.O.W.) was previously vacated, an expanded easement is required. Fehr Graham has drafted a proposed 15-foot easement within the old R.O.W., and the Village Attorney is currently working on securing approval from the affected property owners.

The easements have since been secured and the project has been sent out to bid. This item will be before the Village Board for formal acceptance of bids before proceeding with construction at the next meeting.

This project is vital for improving water pressure, reliability, and fire protection for the affected area. Fehr Graham's task order has been approved, and work will continue into 2025.

ATTACHMENTS (PLEASE LIST)

Fehr Graham Proposal, Project Route Map

ACTION REQUESTED

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

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

Staff: Chad Insko Director of Public Works Date: 5/7/2025



February 7, 2024

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

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

Dear Mr. Insko,

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

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

SCOPE OF SERVICES

Additional Permanent Utility Easements

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

FEES

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

EXCLUSIONS

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

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

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

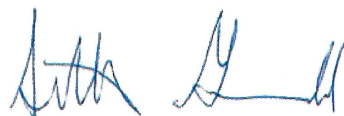
February 7, 2024
 Mr. Chad Insko – Village of Winnebago
 Village of Winnebago – Clayton Court Water Main Looping Additional Services
 Page 2

AUTHORIZATION

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign the authorization line below to include this proposed scope and fee in the existing contract (*Fehr Graham Project No: 23-1378*) and the associated terms and general conditions.

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

Sincerely,



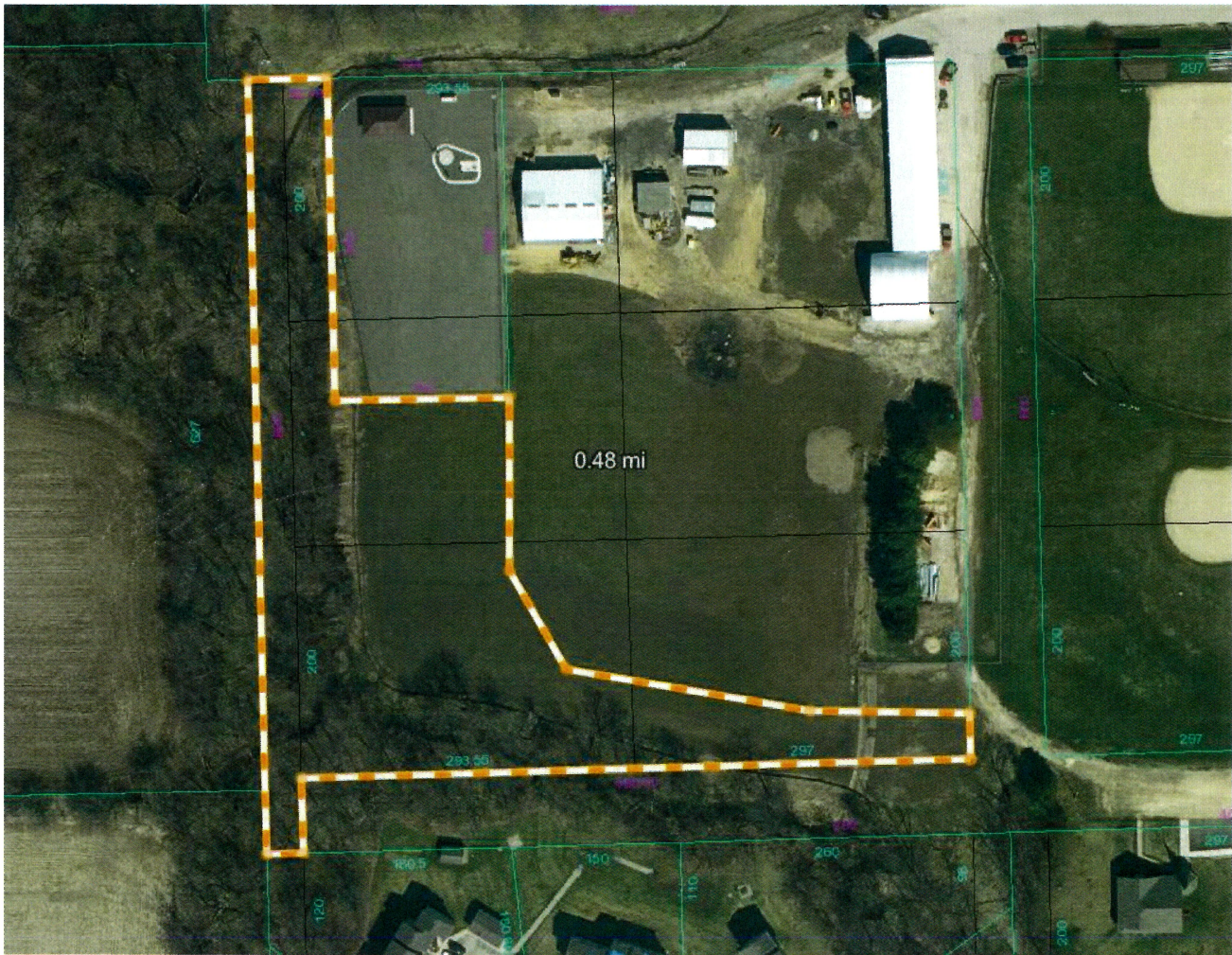
Seth Gronewold, PE
 Principal

SWG:adn

Authorization:

 Date: 2/7/24

N:\Proposals\2024\Luke Ziegler\Winnebago, Village of\Clayton Court Easements\23-1378 - Winnebago 2024.02.07 Clayton Court Additional Services Letter.docx



August 21, 2023

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

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

Dear Mr. Eubank,

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

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

Scope of Services

Topographic and Boundary Survey

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

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

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

Permanent Utility Easement

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

Water Main Extension Design

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

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

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

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

Permitting - IEPA

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

Bidding Documents and Bidding Services

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

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

EXCLUSIONS

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

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

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

FEES

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

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

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

AUTHORIZATION

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

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

Respectfully submitted,



Seth W. Gronewold, PE
Principal

SWG:adn

Enclosure –
Map

N:\Proposals\2023\Seth Gronewold\Winnebago, Village of\Clayton Court WM Looping\Clayton Court Water Main Looping Proposal.docx

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

815.335.2020

Description of Services:

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

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

COST:

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

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature _____
Name _____
Title _____
Date Accepted _____

CONSULTANT:

By  _____
Name Seth W. Gronewold
Title Principal
Date Proposed August 18, 2023

23-1378

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

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

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

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

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

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

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

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

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

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

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

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.



VILLAGE OF WINNEBAGO

RESOLUTION NO. 2025 - 07 R

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

ADOPTED BY THE BOARD OF TRUSTEES

VILLAGE OF WINNEBAGO

THIS 5th DAY OF MARCH, 2025

Published in pamphlet form by authority of the Village Board of Trustees of the
Village of Winnebago, Illinois, this _____ day of _____, 2025

RESOLUTION NO. 2025- 07

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

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

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

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

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

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

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

SECTION I – Approval of In House Construction

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

SECTION II – Not-To-Exceed Amount

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

SECTION III - Effective Date

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

APPROVED:



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

ATTEST:



Sally Jo Huggins, Village Clerk

PASSED:

3-5-2025

APPROVED:

3-5-2025

PUBLISHED IN

PAMPHLET FORM:



Agenda Item Executive Summary

Item Name Grocery Tax Discussion Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Beginning January 1, 2026, the State of Illinois will repeal its 1% grocery sales tax, resulting in a projected annual revenue shortfall of \$120,000–\$150,000 for the Village of Winnebago. These funds currently support core municipal services including police, public works, and general administration.

To address this impact, the Village Board has evaluated options over several months. After initial discussions at the February 19, 2025 Committee of the Whole meeting and continued analysis by Village staff and Committee of the Whole Discussions, the Board has determined that reinstating the tax locally is necessary to maintain existing service levels.

The attached ordinance authorizes a 1% Municipal Grocery Retailers' Occupation Tax pursuant to Illinois Municipal Code Section 8-11-24. The tax will be administered and collected by the Illinois Department of Revenue and will take effect no earlier than January 1, 2026.

In conjunction with the tax implementation, the Village will also conduct a community survey to assess resident priorities and determine whether current service levels align with community expectations.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Grocery Tax Ordinance

ACTION REQUESTED

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

MOTION:

Staff: Joseph Dienberg, Village Administrator Date: 5/7/2025



VILLAGE OF WINNEBAGO

MEMORANDUM

Prepared By: Joey Dienberg, Village Administrator

To: President Eubank and the Village Board of Trustees

Date: May 7, 2025

Subject: Grocery Tax

Background

The Village of Winnebago began formal discussions on the repeal of the state-imposed 1% grocery sales tax at the February 19, 2025 Committee of the Whole meeting. This followed Governor Pritzker's 2024 proposal to permanently eliminate the tax, which had historically provided a dedicated revenue stream to municipalities without burdening property owners. Although the state previously reimbursed municipalities during a temporary suspension in 2022, the permanent repeal—codified in Public Act 103-0781 and effective January 1, 2026—does not include any replacement funding. Instead, it grants municipalities the authority to reimpose a local 1% grocery tax by ordinance, without a referendum. Failure to act by the October 1, 2025 filing deadline would result in a complete loss of this revenue. A follow-up memo dated March 5, 2025, outlined the structure of the Village's funds and identified the grocery tax as a major contributor to the General Fund, which supports essential services such as police, public works, and administration. Without reinstatement, the Village is projected to lose between \$120,000 and \$150,000 annually, amounting to nearly 6% of the General Fund budget.

In light of the significant financial impact, the Village continues to explore all possible alternatives to address the projected revenue loss. While statutory limitations prevent the Village from pursuing an additional non-home rule sales tax, other revenue options are still being evaluated. At this time, reinstating the grocery tax remains the most viable option to avoid service reductions, though the Board has expressed hesitation about imposing any new local tax. To help reduce the burden of acting alone, the Village has engaged in discussions with partner municipalities through NorthCOG. Several communities have signaled their intent to adopt a grocery tax ordinance around June 2025 and issue a coordinated press release, aiming to minimize public scrutiny and demonstrate a unified, regional approach. Recognizing the weight of this decision, the Village Board chose to pause further discussion until new trustees were seated, ensuring the full Board could evaluate the options with complete information. In the meantime, staff are finalizing projected service reductions and preparing additional financial data to support the Board's decision-making.

These items will be presented at an upcoming meeting in advance of the NorthCOG timeline, allowing the Board to determine whether to pursue reinstatement, implement service cuts, or explore public engagement before taking action.

While the options below are not the Village's only options, they illustrate a range of viable paths forward in response to the potential sunset of the locally imposed grocery tax. Based on statutory timelines, financial impacts, and long-term planning needs, Village staff recommends Option 1: authorizing the 1% grocery tax by ordinance prior to the October 1, 2025 deadline, while committing to public engagement through a structured survey or future referendum.

The remaining options—outlined below—represent alternative approaches should the Board desire additional community input prior to taking action. Each has tradeoffs, and staff has provided recommendations for how each could be implemented if selected. However, it is important to reiterate that only Option 1 ensures uninterrupted revenue collection and a proactive approach to maintaining service levels.

Option 1: Approve Locally Imposed Grocery Tax – Public Input from Survey or Referendum to Follow (Recommended by Staff)

Under this option, the Village would adopt the 1% grocery tax locally by ordinance prior to the October 1, 2025 filing deadline, preserving an estimated \$120,000–\$150,000 annually in General Fund revenue. This revenue directly supports essential operations such as police protection, public works, and administration.

This is the staff-recommended approach because it accomplishes two important goals. First, it secures ongoing funding without interruption—protecting the Village from sudden budget shortfalls or reactive service reductions. Second, it still honors the Board's interest in broader community involvement by committing to post-adoption engagement, either through a professionally conducted survey or a future referendum.

A referendum may appear to be a straightforward option, but it simplifies a complex fiscal issue into a binary choice—without the ability to explain tradeoffs or weigh service priorities. Residents may value certain services more than others, but a ballot question does not offer that context. Moreover, many residents may currently feel satisfied with Village services, and that absence of complaints could mask the risks of letting this funding lapse. If core services must be scaled back to fill the gap, the impacts may only become visible when they are harder—and more costly—to reverse.

For these reasons, staff does not recommend a referendum as the preferred tool for public input.

A statistically valid community survey offers a more constructive and informative path. Surveys allow residents to weigh in on which services matter most, assess their willingness to support modest revenue sources, and better understand the consequences of various options. They also offer the flexibility to present different scenarios, helping both residents and the Board engage in a clearer and more balanced discussion about the Village's fiscal future. By adopting the tax before the deadline and committing to a structured engagement process afterward, Option 1 avoids immediate disruptions, preserves service levels, and fosters a more thoughtful conversation about long-term policy choices. This combination of stability and transparency is why staff recommends this approach.

Option 2: Village Hosts Public Hearings

The Village Board may choose to host public hearings as a practical and timely means of engaging the community on whether to adopt a 1% grocery tax. With the statutory filing deadline of October 1, 2025, this approach allows for direct resident input while still meeting the timeline required to preserve uninterrupted revenue collection beginning January 1, 2026.

While public hearings are not as statistically robust as a referendum or scientifically valid survey, they offer a valuable opportunity for residents to ask questions, hear from staff, and understand the broader fiscal context. Importantly, this is not a simple “yes or no” question about taxation—it is a broader policy decision involving tradeoffs between a modest increase in consumer costs and the ability to maintain core services such as police protection, street maintenance, and administrative support.

However, it is important to recognize a potential drawback of the public hearing format. Such forums may not draw a representative cross-section of the community and often attract those who are most opposed to the proposed action. While critical voices are important to hear, this may result in a skewed perception of overall community sentiment if the broader, more satisfied public remains silent.

If the Board proceeds with public hearings, staff strongly recommends a clear and transparent presentation of what is at stake. This includes outlining the estimated \$120,000–\$150,000 annual General Fund revenue loss if the tax is not reinstated, and identifying what specific service reductions would be necessary to balance the budget. Staff would also request the opportunity to present a formal list of potential service cuts, enabling a realistic and informed discussion between the Board and residents.

Should the Board choose to proceed following the hearings, the Village can adopt the 1% grocery tax by ordinance ahead of the October 1 deadline. This action ensures continuity of funding for essential operations and reflects a balanced approach that values both community input and fiscal responsibility.

Option 3: Approve Locally Imposed Grocery Tax

Under this option, the Village Board would adopt the 1% grocery tax by ordinance prior to the October 1, 2025 deadline without conducting public hearings or seeking additional community input. This approach ensures uninterrupted revenue collection beginning January 1, 2026 and allows the Village to preserve approximately \$120,000–\$150,000 in annual General Fund revenue that directly supports essential services, including police, public works, and administration.

The primary advantage of this approach is its efficiency. It avoids the delays and administrative efforts involved in holding public hearings or conducting surveys and allows the Board to act quickly to protect the Village’s financial stability. It also reflects the role of elected trustees as decision-makers entrusted by voters to act in the best interest of the community. The public has placed its confidence in the Board to make informed, responsible choices on complex matters such as this.

However, the key drawback is the absence of formal public feedback. Residents may feel excluded from the process or perceive the decision as lacking transparency, particularly given the sensitivity around any new tax. Without a public-facing engagement effort, the Village also misses an opportunity to educate the community on the implications of losing this revenue source—and the potential for service reductions that could follow.

Nonetheless, this approach remains an option and operationally reasonable for a Board that feels confident in its fiscal responsibility and its understanding of the community's long-term needs.

Option 4: Select a New Revenue Source

If the Village Board does not wish to continue the 1% grocery tax but still seeks to maintain a dedicated revenue stream to support core services, this option represents the path forward. Rather than letting the tax lapse without a plan, the Village would actively select a new, sustainable revenue source to take its place.

It's important to note that the Village of Winnebago is a non-home rule municipality. In Illinois, communities with a population of 25,000 or more are automatically granted home rule authority, which allows them broad local control over taxation, regulation, and debt. Municipalities with fewer than 25,000 residents—like Winnebago—can only become home rule by a voter-approved referendum. Because Winnebago has not adopted home rule status, it has limited authority to raise or implement certain types of taxes and fees. Most of the revenue options available to us must be explicitly authorized by state statute and often come with restrictions or caps that limit flexibility. This constraint is central to understanding why few alternatives exist that can fully and reliably replace the grocery tax.

1. **Retain the Local Grocery Tax** The current 1% grocery tax is the most direct, efficient, and reliable source. It is already authorized under state law, requires no referendum, and is collected through the Illinois Department of Revenue with minimal administrative overhead. Importantly, this tax captures revenue from both residents and non-residents—particularly shoppers at Winnebago Corners along US 20. For a typical family spending \$1,000 per month on qualifying groceries, the tax amounts to \$10 monthly, or \$100 annually. While the tax is regressive in nature as it is uniform and may affect lower-income households proportionally more, it spreads the burden broadly and maintains current service levels.
2. **Implement a Vehicle Sticker Program:** A vehicle use tax, imposed via a mandatory annual sticker, would shift the burden entirely to Village residents. To generate approximately \$120,000 annually—the same amount raised by the grocery tax—stickers would need to be priced at \$100 per vehicle, based on an estimated 1,200 vehicles in town. This option ensures local control but comes with administrative and enforcement challenges and may be unpopular with residents. A lower sticker price, such as \$50, would only produce half the needed revenue. While this alternative is not as regressive as a flat consumption tax, it would disproportionately impact larger families or households with multiple vehicles, who would pay more regardless of income or driving habits. It also fails to capture any contribution from non-residents, even though they utilize Village streets and services.

3. **Property Tax Referendum** A property tax increase could provide a long-term, stable solution—but only if approved by voters in a referendum. While property taxes are a familiar mechanism, they place the full financial burden on local property owners, and the timeline for holding a referendum may not align with the October 1, 2025 deadline for replacing the grocery tax. There is also no guarantee that a referendum would succeed.
4. **Natural Gas Utility Tax (Nicor)** A tax on natural gas usage, collected through Nicor, is another available tool. However, it would only apply to residents and businesses inside the Village and would vary by season and usage patterns. High-usage households—especially in winter—would be impacted the most. This tax does not share the burden with non-residents and may result in more volatile revenue compared to the grocery tax.

Other Revenue Options (Minimal Impact)

Several other mechanisms have been reviewed but are unlikely to generate meaningful revenue or provide long-term stability:

- a) **Increased Permit or Development Fees:** These could bring in small amounts of additional revenue in active construction years, but they are highly unpredictable and increasing too far could discourage investment in the community. They are not a reliable or sustainable funding solution.
- b) **Excise or Telecommunications Tax Adjustments:** These taxes already exist at modest rates, and further increases would generate little new revenue. Additionally, the base for these taxes is shrinking due to the decline in landline use and changes in telecommunications billing structures.

While each of these alternatives offers some revenue potential, they all share a common drawback: the financial burden is placed squarely on Village residents and businesses. Unlike the grocery tax—which shares the load with non-residents making purchases in the community—these alternatives do not capture outside spending. Many also require new systems, public education, or enforcement mechanisms, adding to the Village’s administrative workload.

Option 5: Grocery Tax Sunsets / Service Reduction

Under this option, the Village would allow the 1% grocery tax to sunset on January 1, 2026, and absorb the resulting \$120,000–\$150,000 annual loss through General Fund service reductions. No replacement tax or alternative revenue source would be pursued.

This approach avoids imposing any new financial burden on residents or businesses and aligns with those opposed to local taxation. It also removes the administrative effort and political risk associated with adopting new taxes or fees. However, the tradeoff is direct and significant: the lost revenue supports essential services such as police protection, street maintenance, snow removal, and administrative operations. Reducing the General Fund means reducing the Village’s capacity to deliver those services.

Village staff have prepared preliminary data outlining potential cuts to close the funding gap. These scenarios are not final—any service reductions would be decided by the Board. Staff’s role is to provide options and present the implications. Should the Board wish to move forward with this path, staff would request time at a future meeting to formally present the proposed reductions and answer questions.

This option provides fiscal clarity but carries risk. Residents may not immediately feel the effects, but as service levels decline, the impact will become more visible—particularly in areas tied to public safety, infrastructure, and responsiveness. The Board will need to weigh whether this course aligns with the community’s service expectations and long-term sustainability.

Next Steps

Staff requests that the Village Board formally identify which of the outlined options it wishes to pursue. A draft ordinance to reimpose the grocery tax is prepared and can be brought forward at the Board’s direction. If the Board supports reinstating the tax, staff can also prepare supporting communication materials and a timeline for either public hearings or survey engagement, depending on the preferred level of community input. Clear direction is needed at this stage to ensure timely planning and action ahead of the October 1, 2025 implementation deadline.

Broader Fiscal Context

In light of the Board’s request to evaluate alternatives, it’s important to consider the broader fiscal landscape facing Illinois municipalities. While the Village of Winnebago continues to explore potential non–state shared revenue sources, much of our financial base remains tied to state-distributed revenues such as the Local Government Distributive Fund (LGDF), Motor Fuel Tax (MFT), and others.

For Calendar Year 2025, the Illinois Municipal League projects the following per capita shared revenues:

• LGDF: \$177.00 • State Use Tax: \$24.00 • MFT: \$22.04 • Transportation Renewal Fund: \$22.98 • Cannabis Use Tax: \$1.65	With our population of 2,940, this equates to approximately \$728,140 in projected shared revenue for 2025. These estimates, updated in February 2025, have proven reliable for budgeting purposes.
Total: \$247.66 per capita	

However, it is important to note that a portion of this revenue is restricted in use. MFT, TRF, and cannabis funds cannot be applied broadly to General Fund operations, limiting flexibility. Approximately 25% of the General Fund relies on unrestricted shared state revenues.

Potential for a Locally Imposed Non–Home Rule MFT

One other revenue concept that has circulated in recent years is the idea of allowing non–home rule municipalities to impose a local Motor Fuel Tax (MFT). While no legislation has been introduced during this session, similar proposals have been introduced in previous General Assembly sessions to extend this authority beyond home rule communities. Should such authority be granted in the future, it could provide an opportunity for municipalities like ours to generate additional revenue specifically for transportation-related needs.

The Board has expressed concern that, if enacted, this authority might eventually lead to a reduction in state-shared revenues—similar to what occurred with the grocery tax—shifting the financial burden back to local governments. While this concern is understandable given past experiences, there is currently no indication or active discussion in Springfield suggesting that such a shift is being considered in connection with a local MFT.

In addition, the Illinois Municipal League has raised ongoing concerns regarding:

- Continued Diversion of LGDF Funds: The Village receives only 6.47% of state income tax revenues through the Local Government Distributive Fund (LGDF), down from the original 10% allocation prior to 2011. **This reduction has resulted in a loss of approximately \$284,916 in revenue this year alone, based on our population and current per capita share.**
- The continued expansion of property tax exemptions, which reduce the Village’s assessed value and shift the tax burden.
- Diversions from the Personal Property Replacement Tax (PPRT) by the state—\$372 million is projected to be diverted in 2025, up from \$21 million in 2009.
- Potential iGaming expansion, which may negatively impact existing brick-and-mortar video gaming revenues.

While these are important trends to monitor, there are currently no active legislative proposals that would alter our shared revenue streams. These broader pressures are worth considering as part of our long-term fiscal strategy, but they should not be viewed as immediate threats. In truth, municipalities lack a crystal ball, and the Village remains focused on what can be known and addressed today.

ORDINANCE NO. 2025-_____**AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY
RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY
SERVICE OCCUPATION TAX FOR THE VILLAGE OF WINNEBAGO**

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

WHEREAS, the Village of Winnebago is a non-home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and,

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

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

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

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

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

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

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

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

SECTION I. INCORPORATION OF RECITALS.

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

**SECTION II. MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX
IMPOSED.**

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

SECTION III. MUNICIPAL GROCERY SERVICE OCCUPATION TAX.

A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service.

The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

**SECTION IV. ILLINOIS DEPARTMENT OF REVENUE TO ADMINISTER
BOTH TAXES.**

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

**SECTION V. CLERK TO FILE ORDINANCE WITH ILLINOIS DEPARTMENT
OF REVENUE.**

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

SECTION VI. EFFECTIVE DATE.

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

SECTION VII. REPEAL OF CONFLICTING PROVISIONS.

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

SECTION VIII. SEVERABILITY.

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

SECTION IX. HEADINGS/CAPTIONS.

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

SECTION X. PUBLICATION.

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

AYES: _____
NAYS: _____
ABSTENTIONS: _____
ABSENT: _____

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: _____

**PROCLAMATION PROCLAIMING MAY 4 - 10, 2025 AS MUNICIPAL CLERKS WEEK
IN THE VILLAGE OF WINNEBAGO**

WHEREAS, The Office of the Municipal Clerk is a vital part of local government, serving as the professional link between the citizens, local governing bodies, and agencies of government at all levels; and

WHEREAS, Municipal Clerks are the oldest among public servants, continuously adapting to meet the changing needs of their communities by maintaining transparency, ensuring public participation, and upholding the integrity of municipal operations; and

WHEREAS, The Municipal Clerk serves as the historian of the community, responsible for safeguarding official records, preparing agendas, taking minutes of public meetings, and ensuring compliance with legal requirements and procedural rules; and

WHEREAS, The role of the Municipal Clerk extends beyond administrative duties, including responsibilities such as administering local elections, issuing licenses and permits, and facilitating access to local government information; and

WHEREAS, Municipal Clerks provide exemplary service to residents and elected officials, ensuring the efficient functioning of local government through their dedication, professionalism, and commitment to public service; and

WHEREAS, The International Institute of Municipal Clerks has designated the first full week of May as Municipal Clerks Week, recognizing the contributions of Municipal Clerks in communities across the country;

NOW, THEREFORE, I, Franklin Eubank, Village President of the Village of Winnebago, do hereby proclaim the week of May 4 – 10, 2025, as Municipal Clerks Week and extend appreciation to our Municipal Clerk and all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they serve.

Dated this 7th day of May 2025

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

**PROCLAMATION PROCLAIMING MAY 11 – 17 2025 NATIONAL POLICE WEEK IN
THE VILLAGE OF WINNEBAGO**

WHEREAS, the Congress and President of the United States have designated May 11-17, 2025, as National Police Week; and

WHEREAS, law enforcement officers across our nation serve with courage, dedication, and integrity, protecting life and property, enforcing laws, and ensuring justice and public order; and

WHEREAS, the members of the Winnebago Police Department and all law enforcement officers play an essential role in safeguarding the rights and freedoms of our residents through tireless service and sacrifice; and

WHEREAS, it is important that all citizens recognize the heroic contributions of law enforcement officers and honor those who have made the ultimate sacrifice in the line of duty; and

WHEREAS, National Police Week provides an opportunity to express our gratitude for the daily risks and challenges faced by law enforcement officers and to remember and honor the fallen heroes who have given their lives in service to their communities; and

WHEREAS, we encourage residents, businesses, and organizations in the Village of Winnebago to show appreciation for law enforcement officers and to observe this week with appropriate ceremonies, activities, and remembrance;

NOW, THEREFORE, I, Franklin Eubank, President of the Village of Winnebago, do hereby proclaim the week of May 11-17, 2025, as National Police Week in the Village of Winnebago and encourage all citizens to join in honoring and supporting law enforcement officers for their selfless commitment to public safety and service.

Dated this 7th day of May 2025

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



Agenda Item Executive Summary

Item Name ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A BODY ART ESTABLISHMENT (TATTOO
PARLOR) AT 126 S. BENTON STREET, WINNEBAGO,
ILLINOIS Committee or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

On December 12, 2024, the Village office was contacted by an interested party seeking to operate a tattoo and body piercing business at 126 S. Benton Street, with a projected opening date of January 1, 2025. The Zoning Board held discussions to determine if such an establishment qualified as a permitted or special permitted use in District No. 3 - General Business. On March 4, 2025, following a public hearing, the Village Board amended the UDO to allow Body Art Establishments as a special permitted use in that district.

A Special Use Permit application has since been submitted. The Zoning Board has scheduled a public hearing and meeting for May 6, 2025, to review the application and gather public input. At this time, a recommendation has not been finalized. The Village Board will consider the Zoning Board's forthcoming recommendation during the regular board meeting on May 7, 2025.

ATTACHMENTS (PLEASE LIST)

Ordinance, Special Permitted Use Application

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2025-__, AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A BODY ART ESTABLISHMENT (TATTOO PARLOR) AT 126 S. BENTON STREET, WINNEBAGO, ILLINOIS, SUBJECT TO THE CONDITIONS RECOMMENDED BY THE ZONING BOARD OF APPEALS.

Staff: Joseph Dienberg, Village Administrator Date: 5/7/2025

ORDINANCE NO. 2025-

ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A BODY ART ESTABLISHMENT (TATTOO PARLOR) AT 126 S. BENTON STREET, WINNEBAGO, ILLINOIS

WHEREAS, on March 5, 2025, the Village of Winnebago Board of Trustees passed Ordinance No. 2025-04, which provided for a Body Art Establishment, that by definition would include a tattoo parlor, to be a Special Permitted Use in the Village's District No. 3--General Business District; and

WHEREAS, on or about May 6, 2025, the required public hearing was held on whether or not a Special Use Permit should be granted for a Body Art Establishment, specifically a tattoo parlor at 126 S. Benton St., Winnebago, IL; and

WHEREAS, the Village Zoning Board of Appeals voted at the Zoning Board Meeting immediately following the aforesaid public hearing to recommend the granting of a Special Use Permit for a tattoo parlor at 126 S. Benton St., Winnebago, IL, **subject to certain restrictions and conditions; (THIS BOLDED LANGUAGE IS TEMPORARY LANGUAGE SINCE AS OF THE DATE OF DRATING OF THIS ORDINANCE THERE HAVE NOT YET BEEN ANY RESTRICTIONS RECOMMENDED BY THE ZONING BOARD BEYOND ALEADY REQUIRED COMPLIANCE OF TATTOO PARLORS WITH STATE STANDARDS, BUT AS A RESULT OF THE PUBLIC COMMENTARY AT THE SCHEDULED 5/6/25 PUBLIC HEARING AND ZONING BOARD MEMBER DISCUSSION RESULTING THEREFROM, THERE MAY BE RESTRICTIONS ADDED);** and

WHEREAS, the Village Board of Trustees believe it is in the best interest of the citizens to allow a Special Use Permit for a tattoo parlor to be part of the aforesaid property.

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

SECTION I

A Special Use Permit for a tattoo parlor under District No. 3--General Business District shall be and hereby is granted for the following described premises located at 126 S. Benton St., Winnebago, IL, to -wit:

Legal Description:

Lot Five (5) and the East Sixty-seven (67) feet of Lot Four (4) in Block Nine (9) as designated upon the Plat of the Town of Winnebago, the Plat of which is recorded in Book 30 of Deeds on page 1 in the Recorder's Office of Winnebago County, Illinois, EXCEPTING therefrom the East 67 feet of Lots 4 and 5 in said Block 9; situated in the County of Winnebago and the State of Illinois.

with a recommendation for such Special Use Permit having previously been received by the Village Board from the Village Zoning Board of Appeals, with any suggested conditions and restrictions.

The owners of record of the property, according to Winnebago County WinGis records, are Gerard J. Smith, Lisa M. Smith, and Jason J. Smith, and the Property Identification Number (P.I.N) is 14-08-433-008.

SECTION II

The report of recommendation made by said Zoning Board of Appeals to the Village of Winnebago Board of Trustees to grant a Special Use Permit for a tattoo parlor for the property located at 126 S. Benton St., Winnebago, IL, zoned as District No. 3--General Business District in the Village of Winnebago pursuant to, and conditioned upon, compliance by the owner with the **conditions and restrictions** of the Special Use Permit as referenced in the attached Exhibit "A", which list of conditions and restrictions is incorporated herein, and made a part hereof, shall be, and hereby is, in all respects approved and confirmed.

SECTION III

In the event operation of such tattoo parlor has not commenced within one year after the date of approval, the Zoning Board of Appeals shall review such matter and recommend to the Village Board whether or not the Special Use Permit should be revoked or continued. The applicant, upon revocation, shall be liable for all fees and costs incurred by the Village resulting from such failure to comply with the time limits established above including, but not limited to, engineering, legal, and other professional fees and costs, which fees and costs shall be in addition to any other fees and costs.

SECTION IV

This ordinance shall take effect upon its passage and approval, and the original of the same shall be recorded 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

PASSED:

APPROVED:

RECORDED:

PREPARED BY:

Attorney Mary J. Gaziano
Village Attorney

Exhibit "A"

(THIS SPACE IS RESERVED AT THE TIME OF PREPARATION OF THIS DRAFT ORDINANCE FOR THE ADDITION OF ANY RESTRICTIONS AND CONDITIONS ON THE OPERATION OF THE TATTOO PARLOR AS DECIDED UPON BY THE VILLAGE BOARD AT THE TIME OF PASSAGE OF THE ORDINANCE AFTER A RECOMMENDATION IS RECEIVED FROM THE ZONING BOARD OF APPEALS AFTER THE PUBLIC HEARING IS HELD ON 5/6/25.)