



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, August 06, 2025 at 6:00 PM

108 West Main Street and Virtually

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

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

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

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

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

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

10. CONSENT AGENDA

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

11. APPROVAL OF MINUTES

- [a.](#) *Approval of Board Trustees Meeting Minutes from July 16, 2025

12. APPROVAL OF BILLS

- [a.](#) *Approval of Invoices Presented for Payment \$98,845.34

13. PRESIDENT

- a. Appointment for Trustee Vacancy

14. CLERK'S REPORT

15. TREASURER'S REPORT

16. ADMINISTRATIVE REPORTS

17. QUESTIONS FROM TRUSTEES/STAFF

18. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

- a. A Resolution Authorizing Execution Of A Professional Services Agreement For The IDOT Safe Routes To School Grant Application
- b. Main Street Project Bid Acceptance
- c. Goodling Street Project Bid Acceptance
- d. 2025 Water Project-Local Funds Aligning with IEPA SRLF Project

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

- a. An Ordinance Authorizing Designated On-Street And Municipal Parking To Satisfy Parking Requirements For 209 W. Main Street

20. POLICE COMMITTEE/REPORTS/REQUESTS

21. FINANCE COMMITTEE/REPORTS/REQUESTS

22. LIQUOR COMMITTEE/REPORTS/REQUESTS

23. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

- a. An Ordinance Regulating Short-Term Rentals In The Village Of Winnebago, Winnebago County, Illinois

24. ZONING COMMISSION/REPORTS/REQUESTS

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

26. NEW BUSINESS

27. TABLED/DEFERRED ITEMS

28. UPCOMING MEETINGS

29. ADJOURNMENT

Posted: July 31, 2025, at 3:15 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491

/s/ Kellie Symonds, Deputy Clerk

The Board of Trustees of the Village of Winnebago met in person July 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 - KIM - MCKINNON - SPRINGER - - present
LEFEVRE - absent

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Public Works Director Chad Insko, Treasurer Dana Novinson, Chief Jeff White, Lieutenant Nick Haff, Kyle Okubo, Carrie Woolbright, Jeanne Mulrooney, Alyssa Glenn arrived at 6:02 p.m.

5. ESTABLISHMENT OF A QUORUM - A quorum was established.
6. MEETING GUIDELINES
7. DISCLOSURE OF ANY CONFLICT OF INTEREST - No conflict of interest was noted.
8. CHANGES TO THE AGENDA – No changes to the agenda.
9. PUBLIC COMMENT – No one from the public requested the opportunity to address the board.
10. CONSENT AGENDA

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

 - 11a. Approval of Board Trustees Meeting Minutes of July 2, 2025
 - 12a. Approval of Invoices Presented for Payment \$101,338.02
 - 20a. Resolution for Police Laptops RES 2025-23R RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY EQUIPMENT AND UPFITTING OF A 2025 FORD EXPLORER “POLICE INTERCEPTOR” VEHICLE FOR THE VILLAGE OF WINNEBAGO POLICE DEPARTMENT. Motion carried on a unanimous roll call vote of those present.
13. PRESIDENT
 - a. President’s Report – Not included in the packet.
14. CLERK – No items to report
15. TREASURER’S REPORT
 - a. Treasurer’s Report - Included in the packet
16. ADMINISTRATIVE REPORTS – Included in the packet
17. QUESTIONS FROM TRUSTEES/STAFF - There were no questions from Trustees or Staff
18. PUBLIC WORKS COMMITTEE/REPORT/REQUESTS
 - a. Main Street Project –The street project is currently in the design phase.
 - b. Goodling Street Project – awaiting bids.
 - c. 2025 Water Project - awaiting bids.
19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS – no items for discussion.
20. POLICE COMMITTEE/REPORTS/REQUESTS – No items for discussion.
21. FINANCE COMMITTEE/REPORTS/REQUESTS – No items for discussion
 - a. Motion was made by MR. KIM, seconded by MR. MCKINNON to adopt ORD 2025-12 ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS’ OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE VILLAGE OF WINNEBAGO. MR. ACKERMAN asked whether any of the new taxes would benefit the Village of Winnebago, for example the cigarette tax. Mr. Dienberg stated that the information received from IML indicates there is no impact on local jurisdiction. Motion carried on the following roll call vote:
 - (5) AYES - **EUBANK, ACKERMAN, KIM, MCKINNON, SPRINGER**
 - (0) NAYS
 - (0) ABSTENTIONS
 - (1) ABSENT- **LEFEVRE**

Board of Trustees
July 16, 2025

- 22. LIQUOR COMMITTEE/REPORTS/REQUESTS - No items for discussion.
- 23. ADMINISTRATIVE TEAM/REPORTS/REQUEST - No items for discussion.
- 24. ZONING COMMISSION/REPORTS/REQUESTS - No items for discussion
- 25. EXECUTIVE SESSION (CLOSED SESSION) – pursuant to 5ILCS 120/2(c) – None needed.
- 26. NEW BUSINESS – No items for discussion.
- 27. TABLED/DEFERRED ITEMS – none
- 28. UPCOMING MEETINGS

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

29. ADJOURNMENT

A motion was made by MR. KIM, seconded by MR. ACKERMAN, to adjourn at 6:05 p.m. The motion carried on a voice vote.

UNAPPROVED

Kellie Symonds, Deputy Village Clerk

Warrant List

August 06, 2025
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval **-\$98,845.34**

Section 2: Invoices over \$5,000 - **\$66,904.00**

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

August 06, 2025

Invoices Presented

For Board Approval

Total Invoices: **\$98,845.34**

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 8/06/2025 THRU 8/06/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000052	A-FIRE EXTINGUISHER SALES & SE							
I-94315	2024 ANNUAL INSP POL/HALL/O&M	R	8/06/2025	398.00		026617		398.00
016055	AIRGAS USA, LLC D/B/A ENCOMPAS							
I-5517267079	CYLINDER RENTAL	R	8/06/2025	19.50		026618		19.50
000075	AUTUMN SUPPLY							
I-017182	PLASTIC BARRICADES	R	8/06/2025	1,124.56		026619		
I-017252	BRAG BOX WIPES	R	8/06/2025	162.20		026619		1,286.76
000108	BADGER METER INC							
I-80206483	JUL 25 SERV-1240 UNITS/12 NEW	R	8/06/2025	2,078.00		026620		2,078.00
000646	BAX T'S AND GIFTS							
I-000385	4 EMBROIDERED JACKETS POLICE	R	8/06/2025	148.00		026621		148.00
000367	CITY OF ROCKFORD							
I-75004179	WATER TESTING JUN 2025	R	8/06/2025	140.00		026622		140.00
000100	CONSERV FS							
I-45062975	RANGER PRO 10 GAL	R	8/06/2025	240.00		026623		240.00
000460	CORE & MAIN LP							
I-X230389	CLAYTON CT MISC SUPP	R	8/06/2025	2,112.84		026624		
I-X236010	CLAYTON CT WATER LOOPING	R	8/06/2025	4,719.79		026624		
I-X248325	CLAYTON CT WATER MAIN LOOPING	R	8/06/2025	1,687.51		026624		
I-X264900	COPPERHEAD LUG CONN CLAYTON CT	R	8/06/2025	121.96		026624		8,642.10
000438	ENTRE COMPUTER SOLUTIONS							
I-00178118	2 MOBIL DATA TERM RES:2025-22R	R	8/06/2025	5,603.26		026625		5,603.26
000024	FEHR-GRAHAM & ASSOCIATES							
I-132628	WEST MAIN ST WIDENING ENG	R	8/06/2025	6,490.00		026626		
I-132629	FEHR-GRAHAM & ASSOCIATES	R	8/06/2025	1,790.00		026626		
I-132630	PRJ:25-1162A 2025 MFT DES GOOD	R	8/06/2025	3,463.55		026626		11,743.55
016040	FERGUSON WATER WORKS SUPPLY							
I-0525963	3/4X7 MJ T-BLT W/NUT	R	8/06/2025	201.36		026627		201.36
000434	FIVE STAR PLUMBING							
I-60228	ANNUAL RPZ TESTING	R	8/06/2025	135.00		026628		135.00
000710	FNH READY MIX							
I-81871	(3) 6 BAG 4000 PSI 503 ZIERKE	R	8/06/2025	462.00		026629		462.00

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 8/06/2025 THRU 8/06/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000083	FOUR RIVERS SANITATION AUTHORI							
I-170	FULLER CREEK PHASE D & F	R	8/06/2025	40,915.09		026630		40,915.09
000546	FURST STAFFING							
I-2000080262	LORFELD-GRAY WEEK END 07/06/25	R	8/06/2025	496.91		026631		
I-2000080301	LORFELD-GRAY WEEK END 07/13/25	R	8/06/2025	590.92		026631		1,087.83
000147	HAWKINS, INC.							
I-7136991	AZONE 15 EPA #7870-5	R	8/06/2025	412.50		026632		412.50
000617	HESLOP EXCAVATING							
I-15	CA6 ROADSTONE 39.89T - CLAY CT	R	8/06/2025	299.18		026633		299.18
000148	LAWSON PRODUCTS INC							
I-9312673176	MISC ADAPTERS	R	8/06/2025	440.86		026634		440.86
000307	MANHEIM, CASPER							
I-08-25-1	INSPECTOR FEES AUG 2025	R	8/06/2025	1,000.00		026635		
I-8-25	CODE OFFICIAL FEE AUGUST 2025	R	8/06/2025	960.00		026635		1,960.00
000663	MONROE POWERSPORTS INC							
I-243845	TIRES & OIL CHANGE KIT	R	8/06/2025	909.79		026636		909.79
000035	NAPA AUTO PARTS							
I-681785	2021 CHEVY BRAKES/FILTERS	R	8/06/2025	288.93		026637		288.93
000298	PACE ANALYTICAL SERVICES, LLC							
I-257220166	FLOURIDE BY PROBE	R	8/06/2025	125.00		026638		125.00
000712	PARSON'S COLLISION EAST							
I-7817	2023 FORD POLICE FRONT BUMPER	R	8/06/2025	393.60		026639		393.60
000245	PEABODY'S NORTH, INC.							
I-24898P	MISC HARDWARE	R	8/06/2025	11.67		026640		11.67
000051	POSTMASTER							
I-202507152662	POSTAGE FOR WATER BILLS JUL 25	R	8/06/2025	750.00		026641		
I-202507282670	POSTAGE UB WATER AUG 2025	R	8/06/2025	750.00		026641		1,500.00
000357	R.J. BOWERS DISTRIBUTORS, INC.							
I-0308273	RIPSAW/REDUCING BUSH	R	8/06/2025	533.75		026642		533.75
016045	RAY O'HERRON CO., INC.							
I-2420518	HOLSTER TASER 10 BLACK LH (2)	R	8/06/2025	113.37		026643		
I-2422807	CUFFS/CASE/KEY	R	8/06/2025	175.25		026643		288.62

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 8/06/2025 THRU 8/06/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000384	REGION 1 PLANNING COUNCIL (WIN							
I-FY26-0014-1	FY26 1ST QTR GIS SUPPORT	R	8/06/2025	998.64		026644		998.64
000422	ROCKFORD INFORMATION TECHNOLOG							
I-42201	ACRONIS CLOUD BACKUP SERVER	R	8/06/2025	60.00		026645		
I-42230	DATA CLOUD BACKUP JULY 2025	R	8/06/2025	140.00		026645		
I-42231	MONITORING/ANTIVIRUS JUL 25	R	8/06/2025	127.00		026645		
I-42250	DUO SOFTWARE SUBSCR. JUN 25	R	8/06/2025	42.00		026645		369.00
000708	SPIELMAN'S TURF							
I-2882	BWC AT LIGHTED DIAMOND	R	8/06/2025	338.00		026646		338.00
000825	SULLIVAN'S FOODS							
I-202507152661	SULLIVAN'S JUNE 25 STATEMENT	R	8/06/2025	32.71		026647		32.71
000696	TRANSUNION RISK AND ALTERNATIV							
I-6789125-202506-1	JUN 2025 TRULOOKUP	R	8/06/2025	120.00		026648		120.00
000355	TRI-CITY EMERGENCY VEHICLE SER							
I-57864	LIGHT MOUNTED FOR 2025 POL SUV	R	8/06/2025	1,415.00		026649		1,415.00
016032	TYLER TECHNOLOGIES							
I-025-517210	UTILITY BILLING CC PROCESSING	R	8/06/2025	1,526.25		026650		
I-025-520127	QTR BILL 09/01/25 - 11/30/25	R	8/06/2025	3,470.71		026650		4,996.96
000676	VALU PROS							
I-202507292673	KASCH DRIVE APPRAISAL RPT	R	8/06/2025	3,700.00		026651		3,700.00
001004	VILLAGE OF WINNEBAGO							
I-01-41-653 JUL 25	108 W MAIN ST	R	8/06/2025	11.05		026652		
I-03-4203-01 JUL 25	600 W SOPER	R	8/06/2025	6.74		026652		
I-03-4204-01 JUL 25	600 W SOPER	R	8/06/2025	19.09		026652		
I-03-5350-00 JUL 25	104 W MAIN POLICE GARAGE	R	8/06/2025	9.34		026652		
I-51-44-653 JUL 25	400 E MCNAIR RD WELL #3	R	8/06/2025	20.64		026652		66.86
000623	WANLESS BROTHERS MOVING & STOR							
I-8558	JULY STORAGE JUNE ACTIVITY	R	8/06/2025	105.00		026653		105.00
000222	WEST SIDE TRACTOR SALES							
I-235380	FUEL FILTER	R	8/06/2025	221.79		026654		
I-F88381	JD 524 BACKUP CAMERA REPAIR	R	8/06/2025	427.00		026654		648.79
000681	WHITE CAP, L.P.							
I-50032613975	WHITE CAP, L.P.	R	8/06/2025	456.58		026655		456.58

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 8/06/2025 THRU 8/06/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000518	WINNEBAGO COUNTY (911 PAYMENT)							
I-13607	911 PSAP BILLING JUN - SEP 25	R	8/06/2025	4,999.93		026656		4,999.93
000616	XEROX FINANCIAL SERVICES							
I-40679994	XEROX AUG CONTRACT	R	8/06/2025	333.52		026657		333.52

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	41	98,845.34	0.00	98,845.34
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	41	98,845.34	0.00	98,845.34
BANK: AP TOTALS:	41	98,845.34	0.00	98,845.34
REPORT TOTALS:	41	98,845.34	0.00	98,845.34

SECTION 2:

WARRANT LIST

August 06, 2025

Invoices Over \$5,000

\$ 66,904.00

These invoices are included in the
Section 1 Warrant List

7/31/2025 12:41 PM

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

Section 12. Item #a.

DATE RANGE: 8/06/2025 THRU 8/06/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000460	CORE & MAIN LP							
I-X230389	CLAYTON CT MISC SUPP	R	8/06/2025	2,112.84		026624		
I-X236010	CLAYTON CT WATER LOOPING	R	8/06/2025	4,719.79		026624		
I-X248325	CLAYTON CT WATER MAIN LOOPING	R	8/06/2025	1,687.51		026624		
I-X264900	COPPERHEAD LUG CONN CLAYTON CT	R	8/06/2025	121.96		026624		8,642.10
000438	ENTRE COMPUTER SOLUTIONS							
I-00178118	2 MOBIL DATA TERM RES:2025-22R	R	8/06/2025	5,603.26		026625		5,603.26
000024	FEHR-GRAHAM & ASSOCIATES							
I-132628	WEST MAIN ST WIDENING ENG	R	8/06/2025	6,490.00		026626		
I-132629	FEHR-GRAHAM & ASSOCIATES	R	8/06/2025	1,790.00		026626		
I-132630	PRJ:25-1162A 2025 MFT DES GOOD	R	8/06/2025	3,463.55		026626		11,743.55
000083	FOUR RIVERS SANITATION AUTHORI							
I-170	FULLER CREEK PHASE D & F	R	8/06/2025	40,915.09		026630		40,915.09

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	66,904.00	0.00	66,904.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	4	66,904.00	0.00	66,904.00
BANK: AP TOTALS:	4	66,904.00	0.00	66,904.00
REPORT TOTALS:	4	66,904.00	0.00	66,904.00



Agenda Item Executive Summary

Item Name A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE IDOT SAFE ROUTES TO SCHOOL GRANT APPLICATION Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The attached resolution approves the Village of Winnebago entering into an agreement with Fehr Graham for professional services related to preparing a grant application for the Illinois Department of Transportation's Safe Routes to School (SRTS) program. The Village seeks SRTS grant funding for the installation of approximately 1,600 feet of sidewalk along School Street between Sheldon and Elida Streets, aimed at improving safety for student pedestrians and bicyclists.

Fehr Graham's scope includes defining the project scope and budget, drafting narratives and exhibits, coordinating community and school district support documentation, and compiling the final application for submission before the October 13, 2025 deadline. The agreement outlines a fixed fee of \$7,300.

ATTACHMENTS (PLEASE LIST)

Resolution, Fehr Graham Proposal

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2025-__ R, A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE IDOT SAFE ROUTES TO SCHOOL GRANT APPLICATION

Staff: Joey Dienberg, Village Administrator Date: 8/6/2025

RESOLUTION NO. 2025- ____R**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE IDOT SAFE ROUTES TO SCHOOL GRANT APPLICATION**

WHEREAS, the Village of Winnebago seeks to enhance pedestrian and bicycle safety for school children through the construction of new sidewalks along School Street; and

WHEREAS, the Illinois Department of Transportation offers Safe Routes to School (SRTS) grants to support such infrastructure improvements; and

WHEREAS, the Village desires to retain the professional services of Fehr Graham to prepare and submit an SRTS grant application on its behalf; and

WHEREAS, Fehr Graham has submitted a proposal dated July 7, 2025, outlining the scope of services and a fixed fee of \$7,300 (see Exhibit “A”).

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

SECTION I

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

SECTION II

The Director of Public Works or his designee is hereby authorized to execute the Agreement for Professional Services with Fehr Graham in the amount of \$7,300 for the preparation and submission of the SRTS grant application.

SECTION III

This Resolution shall be effective immediately upon its passage and approval as provided by law.

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

Sent via Electronic Mail

July 7, 2025

Honorable Franklin J. Eubank, Jr.
Village of Winnebago
108 West Main Street
Winnebago, Illinois 61088

**Re: Proposal for Professional Services
IDOT Safe Routes to School (SRTS) Grant Application Proposal**

Dear Village President Eubank:

Fehr Graham is pleased to present you with the following proposal for professional services to prepare a Safe Routes to School (SRTS) Grant Application to be submitted on behalf of the Village of Winnebago to the Illinois Department of Transportation (IDOT). The Village is seeking SRTS grant funding to install approximately 1,600 feet of new sidewalk, spanning from Sheldon Street to Elida Street, along the School Street right-of-way, thereby meeting the safety needs of student walkers and bikers during their commutes. Fehr Graham is prepared to provide the following services to complete and submit the SRTS grant application in accordance with IDOT guidelines.

SCOPE OF SERVICES

STEP 1 – Complete Scope of Work, Budget, and Schedule

Fehr Graham will work with the Village of Winnebago to define the project's Scope of Work, determine the Project Budget, create an Engineer's Detailed Cost Estimate, and finalize the Project Schedule. This step will be a tabletop planning level effort only, based solely on existing data such as GIS data, LiDAR, etc., as available and provided by the Village. Scope modifications and additional funding are not available once the grants have been submitted and awarded, so the project details in this component will be considered very carefully.

STEP 2 – Complete Project Narratives

Fehr Graham will develop the Project Narratives for the grant application, including describing the project area, emphasizing the community's need for the project, identifying safety hazards and barriers to walking and bicycling, outlining the expected impact on student safety, demonstrating that the project is well-planned and promotes increased walking and biking for students, highlighting the partnership with the School District, and showing how the project supports equity for disadvantaged populations and enhances the quality of life for community members.

STEP 3 – Complete Mapping and Exhibits

Fehr Graham will complete all required detailed mapping and application exhibits for the proposed project.

STEP 4 – Documentation of Benefit to School and Community Support

Fehr Graham will collaborate with the Village of Winnebago and the Winnebago School District to ensure that adequate documentation is provided in the grant application to meet the threshold for illustrating the community's support and involvement, as well as the impact on the School District and its children from the proposed project. Student Tallies, Parent Surveys, Walkability and Bikeability Study and Checklists, and Letters of Support for the project will be obtained under this step.

STEP 5 – Obtain Final Support Documentation and Complete Grant Application

Fehr Graham will work with the Village of Winnebago to gather the required, appropriate support documentation necessary to complete the grant application. This will include: Illinois GATA registration, SAM.gov registration, and all other application requirements.

Additionally, we will collaborate with the Village of Winnebago to compile and organize the required Public Involvement details, as well as the Resolutions of Support.

The final draft application will be presented for review prior to grant submittal, with the purpose of finalizing the documents and application. The submission deadline for the SRTS grant program has been announced as October 13, 2025.

SCHEDULE

Fehr Graham will initiate this project immediately upon receiving formal authorization to proceed. All work will be completed, and the grant application will be submitted to IDOT before the SRTS grant deadline.

EXCLUSIONS

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

- » Attendance at Public Hearings
- » Survey Services
- » Design and Construction Related Services
- » Land Acquisition/Easement related services
- » Permitting

FEES

Fehr Graham will provide the services as outlined above for the lump sum fee of \$7,300.

If the scope of services does not meet your objectives, please contact me and I will modify the scope and, if necessary, adjust the fees accordingly. Payment for services rendered will be requested via an invoice prepared monthly.

AUTHORIZATION

If you would like to proceed, please sign and return the attached Agreement for Professional Services to my attention.

If you have any questions or would like to discuss this proposal in further detail, please do not hesitate to contact me. Thank you for your time and consideration. We appreciate the opportunity to be of assistance.

Sincerely,



Luke Ziegler
Staff Engineer

LZ:ss

Enclosure

N:\Proposals\2025\Luke Ziegler\Winnebago, Village of\SRTS Grant\Village of Winnebago - 2025-07-08 IDOT SRTS App Proposal.docx

AGREEMENT FOR PROFESSIONAL SERVICES

Client Honorable Franklin J. Eubank, Jr.
Village of Winnebago
108 West Main Street
Winnebago, Illinois 61088

815.335.2020

Description of Services:

IDOT Safe Routes to School (SRTS) Grant Application Proposal

Fehr Graham will provide professional services related to preparing a Safe Routes to School (SRTS) Grant Application to be submitted on behalf of the Village of Winnebago to the Illinois Department of Transportation (IDOT) as detailed in our proposal letter dated July 8, 2025.

COST:

The fixed fee for performing the above services is \$7,300.

Reimbursables are not to exceed a 15% markup. Payment for the services rendered will be requested via a monthly invoice. Fehr Graham does not accept credit and/or debit card payments.

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 Luke Ziegler

Title Staff Engineer

Date Proposed July 8, 2025

25-1394

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

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

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

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

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

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

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

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

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

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



Agenda Item Executive Summary

Item Name Main Street Project Bid Acceptance Committee or Board Board

BUDGET IMPACT

Amount:	21,550	Budgeted:	N/A
List what fund:	General Fund		

EXECUTIVE SUMMARY

The Village Board approved a resolution at the June 18, 2025 meeting, authorizing a Professional Services Agreement with Fehr Graham for the West Main Street Widening Project.

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 and is a necessary step in ensuring reliable infrastructure for the community.

ATTACHMENTS (PLEASE LIST)

ACTION REQUESTED

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

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

Staff: Joseph Dienberg, Village Administrator Date: 7/16/2025
Chad Insko, Director of Public Works



Agenda Item Executive Summary

Item Name Goodling Street Project Bid Acceptance Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village Board approved a resolution at the June 18, 2025 meeting, by the Village President to sign the Illinois Department of Transportation Local Public Agency General Maintenance Estimate of Maintenance Costs for the Goodling resurfacing project (MFT Section 25-00014-01-RS). This allowed for the Village to pivot MFT funds from the delayed Westfield Rd culver project to the resurfacing of Goodling Street.

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

This project marks a major investment in the Village and is a crucial step toward maintaining reliable infrastructure for the community, while also ensuring that scheduled projects can continue moving forward despite any setbacks.

ATTACHMENTS (PLEASE LIST)

ACTION REQUESTED

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

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

Staff: Chad Insko, Director of Public Works
Joseph Dienberg, Village Administrator Date: 7/16/2025



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: 7/16/2025

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

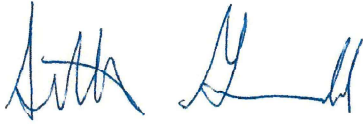
Section 18. Item #d.

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.

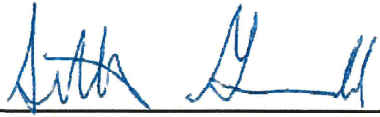
COST:

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.
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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) s 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 AN ORDINANCE AUTHORIZING DESIGNATED ON STREET AND MUNICIPAL PARKING TO SATISFY PARKING REQUIREMENTS FOR 209 W MAIN STREET Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The proposed ordinance authorizes designated on street and municipal parking to satisfy the Village's Unified Development Ordinance parking requirements for a new restaurant at 209 W Main Street. Table Talk Supper Club Inc. intends to operate a 48 seat restaurant at the property, requiring 16 off street parking spaces under the UDO. Due to the historic downtown setting and impracticality of constructing on site parking, the ordinance designates 16 existing public parking spaces, including 11 adjacent on Main Street and 5 nearby on Benton Street, as fulfilling this requirement. Pursuant to Section 12.04.04 of the UDO, the Village Board may approve alternative parking arrangements when practical difficulties exist and public convenience is served. The ordinance supports the Village's redevelopment goals, ensures parking remains publicly accessible, and applies only to the current restaurant use. A Development Agreement will ensure compliance with all other site and permitting standards.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2025__, AN ORDINANCE AUTHORIZING DESIGNATED ON STREET AND MUNICIPAL PARKING TO SATISFY PARKING REQUIREMENTS FOR 209 W MAIN STREET

Staff: Joey Dienberg, Village Administrator Date: 8/06/2025

ORDINANCE NO. 2025-XX**AN ORDINANCE AUTHORIZING DESIGNATED ON-STREET AND MUNICIPAL PARKING TO SATISFY PARKING REQUIREMENTS FOR 209 W. MAIN STREET**

WHEREAS, the Village of Winnebago, an Illinois municipal corporation (the “Village”), has adopted a Unified Development Ordinance (“UDO”) to regulate zoning and development within the Village; and

WHEREAS, Article 12 of the UDO requires restaurants to provide one (1) off-street parking space for every three (3) seats of customer capacity; and

WHEREAS, Table Talk Supper Club Inc. (the “Developer”) intends to operate a restaurant at 209 W. Main Street (the “Property”), with a total of 48 seats, thereby triggering a requirement of 16 off-street parking spaces under the UDO; and

WHEREAS, the subject property is located within the Village’s historic downtown core, where traditional lot widths, zero-lot-line construction, and existing infrastructure make construction of on-site off-street parking impractical; and

WHEREAS, the character of downtown Winnebago has historically relied on shared public parking, and no nearby businesses currently provide off-street parking, instead utilizing on-street and municipal lots; and

WHEREAS, a field inventory conducted by the Village determined that more than 75 public parking spaces exist within 500 feet of the premises, including both on-street and municipal parking areas; and

WHEREAS, the Developer’s proposed site plan includes 11 on-street parking spaces adjacent to the property within the Village right-of-way, and an additional 5 on-street spaces are located along Benton Street near Memorial Park, within approximately 250 feet, effectively satisfying the 16-space requirement through nearby public accommodations; and

WHEREAS, Section 12.04.04 of the UDO permits the Village Board to approve alternate parking arrangements by ordinance when practical difficulties exist and public convenience is served; and

WHEREAS, the Village finds that the combination of available public parking, downtown context, and redevelopment goals support allowing the Developer to satisfy the UDO parking requirement using nearby public facilities; and

WHEREAS, the Village is concurrently entering into a Development Agreement with the Owner and Developer to ensure full compliance with all other UDO requirements for site improvements, alley enhancements, and permitting.

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

SECTION 1. FINDINGS.

The above recitals are incorporated as findings of the Village Board. The Board further finds:

- A. The physical configuration of the site and existing building and the surrounding built environment make the provision of off-street parking on the subject property impractical without compromising building usability or public safety.
- B. Allowing designated public parking spaces to satisfy the UDO's off-street parking requirements is consistent with the intent of the Code and furthers redevelopment efforts in the downtown core.

SECTION 2. AUTHORIZED PARKING AREAS.

The following existing public parking areas are hereby designated as satisfying the off-street parking requirements for the restaurant use at 209 W. Main Street:

1. On-street parking along Main Street, located between the intersection of Elida Street and Pecatonica Street on both sides of the street.
2. On-street parking along Benton Street, located between the intersection of Bluff Street and Soper Street, on both sides of the street.
3. The Village-owned municipal parking lot located immediately north of the subject property, accessible via the public alley and connected to the rear of 209 W. Main Street.

SECTION 3. CONDITIONS.

- A. The designated public parking shall remain available for general public use, and no signage or markings shall designate exclusive use for the business.
- B. This parking exception shall apply only to the current use of the premises as a restaurant or supper club and shall not extend to any future expansion or change of use without further Village review and approval.
- C. All other site improvements and operations shall comply with the Village's Unified Development Ordinance.

SECTION 4. NO GENERAL WAIVER.

This ordinance does not waive any other provision of the Village Code. Any additional variance, special use, or deviation must follow established procedures.

SECTION 5. EFFECTIVE DATE.

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

DRAFT



Agenda Item Executive Summary

Item Name AN ORDINANCE REGULATING SHORT-TERM RENTALS IN THE VILLAGE OF WINNEBAGO Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Following a police response to a disruptive short-term rental earlier in 2025, the Village of Winnebago began evaluating the impacts of these rentals on neighborhood safety and residential quality of life. As a result of increasing community concern and a rise in inquiries, the Village initiated a review process which included examining comparable regulations.

This ordinance, modeled largely after the City of Rockford's framework, establishes a structured and enforceable set of guidelines for the operation of short-term rentals. It includes requirements for permits, guest registries, annual renewal, inspections, and neighborhood notification. It sets occupancy and parking limits, prohibits parties and large events, and mandates a local contact person for emergency response.

In response to feedback from the July 2, 2025 Committee of the Whole meeting, the ordinance now includes an expanded and clarified definition of a "party," distinguishing between nuisance events and incidental social visits.

These measures ensure that short-term rentals operate responsibly, preserve the residential character of neighborhoods, and protect public health and safety.

Following the July 16 Committee of the Whole, it was determined that the village would not impose a hotel/motel tax at this time, resulting in that language being removed from the model ordinance.

ATTACHMENTS (PLEASE LIST)

Ordinance

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2025-___, AN ORDINANCE REGULATING SHORT-TERM RENTALS IN THE VILLAGE OF WINNEBAGO

Staff: Joey Dienberg, Village Administrator Date: 8/6/2025

ORDINANCE NO. 2025- _____

AN ORDINANCE REGULATING SHORT-TERM RENTALS IN THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS

WHEREAS, the Village of Winnebago is a non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.); and

WHEREAS, the Village has received increased inquiries and complaints related to the operation of short-term rentals, including instances of noise disturbances, excessive occupancy, and the presence of unregistered guests; and

WHEREAS, the Village recognizes that while short-term rentals may offer benefits such as promoting tourism and providing supplemental income to property owners, they may also negatively impact neighborhood character, public safety, and residential quality of life; and

WHEREAS, the Village Board finds it in the best interest of public health, safety, and welfare to establish regulations to govern the use of residential properties as short-term rentals, including but not limited to registration, inspections, occupancy limits, parking, nuisance abatement, and revocation procedures; and

WHEREAS, the Village seeks to ensure that short-term rentals operate in a manner that is consistent with the surrounding residential character, does not create a nuisance, and remains subject to the same zoning, building, and fire safety requirements as other residential uses; and

WHEREAS, the Village Board has determined that adoption of this ordinance will promote the orderly operation of short-term rentals, ensure adequate public safety responses, and maintain neighborhood integrity throughout the Village.

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

SECTION I: PERMIT REQUIRED

No short-term rental shall be permitted in the Village without first having an obtained a permit.

SECTION II: DEFINITIONS

- A. A “SHORT-TERM RENTAL” shall be all or part of a residential dwelling or dwelling unit that is rented for transient occupancy by guests for a period shorter than 30 consecutive days. The term “short- term rental” does not include either hotels or motels. A short-term rental shall have all the attributes of a single-family dwelling unit including cooking, living, sanitary and sleeping facilities set forth in this Ordinance.
- B. For the purposes of this Ordinance, a “PARTY” means a planned social gathering at a short-term rental property involving individuals who are not listed as registered overnight guests. This includes, but is not limited to, events such as birthdays, anniversaries, celebrations, or other social functions where the primary purpose is entertainment or socialization. A party may be characterized by factors such as elevated noise levels, the presence of alcohol, amplified music, parking congestion, or other impacts inconsistent with the residential character of the neighborhood. Incidental social visits by friends or family of registered guests that do not result in such impacts shall not be considered a party.

SECTION III: NO PROPERTY RIGHTS CONFERRED.

Short-term rental permits do not provide a vested interest by entitlement in the continued operation of a short-term rental upon a change of property ownership. Short-term rental permits are revocable permits and shall not run with the land.

SECTION IV: PERMIT APPLICATION REQUIREMENTS; RENEWAL

A property owner who seeks a short-term rental pursuant to this Ordinance shall submit a written application utilizing an application provided by the Village. Owners must renew their permit every year through submittal of a renewal. All applications must be submitted by the property owner. Permits shall not be issued to any person not an owner of the property. Permits shall be issued upon registration, subject to non-renewal, suspension, or revocation as set forth herein.

SECTION V: INSPECTION.

The Village's Building Official, or their designee, and Fire District reserves the right to inspect each short-term rental upon reasonable notice for compliance with all applicable building, fire, and property maintenance codes.

SECTION VI: GUEST REGISTRY BOOK.

Every short-term rental owner shall keep a written or digital register in which shall be entered the name of every guest over the age of 18 and his/her arrival and departure dates. A digital register maintained by a short-term rental platform such as Airbnb or VRBO shall be sufficient to satisfy this requirement. The owner shall make said register accessible to any officer of the Village's Police and/or Administration Departments upon request, as well as the Win-Bur-Sew Fire Protection District.

SECTION VII: NOTICE TO NEIGHBORS

Upon registration or renewal, and prior to the first rental following such registration or renewal, the property owner shall deliver written notice by mail or personal delivery to the owners of all parcels that abut the property on which the short-term rental will be located of the owners intent to offer their dwelling unit as a short-term rental. The written notice must include the short-term rental permit number of the property, as provided by the Village, and contact information for the owner and manager of the short-term rental. The notice shall also include the web address posted on the Village's website (which shall be provided to the owner) with information regarding the rules and regulations contained in this ordinance.

SECTION VIII: COMMERCIAL USE

Operation of a short-term rental is a commercial use of a residential property. The use shall be consistent with a residential dwelling and shall preserve the character of the neighborhood.

SECTION IX: MINIMUM RENTAL PERIOD.

No short-term rental shall be leased more than once within any consecutive twenty- four (24) hour period measured from the commencement of one rental to the commencement of the next.

SECTION X: ADVERTISING

- A. No sign advertising or otherwise promoting a short-term rental may be installed or erected on the premises.
- B. No short term-rental shall advertise online on any platform an hourly rate or any other rate based on a rental period of fewer than twenty-four (24) hours.
- C. No short-term rental shall hold out on any online platform, the short-term housing rental property as a venue for weddings, conferences, parties, or other events, regardless of the number of attendees.

SECTION XI: MAXIMUM OCCUPANCY

- A. Occupancy, for purposes of determining "maximum occupancy," is defined as two (2) people per bedroom unless additional per-bedroom occupants are the minor children of the renters.
- B. This occupancy limitation shall include invitees of the short-term rental tenants, and social guests
- C. In no event shall the occupancy of the short-term rental exceed 10 persons (including renters, renters' minor children, invitees, and social guests), regardless of the number of bedrooms.

**SECTION XII: PARKING REQUIREMENTS; LOADING AND UNLOADING OF
COMMERCIAL BUSES PROHIBITED**

- A. Overnight parking for persons renting a short-term rental must be provided on the same zoning lot as the short-term rental except as provided below and must be located on an improved hard surface.

- B. Street parking may not be used by persons renting a short-term rental. However, if a property does not have a driveway or parking area that can accommodate four vehicles, street parking or public parking lots shall be allowed for up to two (2) vehicles where permitted.
- C. In no event shall more than four (4) vehicles be parked in the driveway or parking area of the short-term rental.
- D. Commercial buses shall not be parked either on the street or in the driveway of any short-term rental for the purpose of loading or unloading passengers, luggage, or other items using the short-term rental.

SECTION XIII: NO PARTIES/SPECIAL EVENTS/LARGE GATHERINGS

The short-term rental premises shall not be used as a venue for events such as weddings, banquets, conferences, large parties, or other organized gatherings intended to host individuals beyond the registered guests. This restriction does not prohibit occasional, incidental social visits by family or friends of the registered guests, provided such visits do not create noise disturbances, parking issues, or other nuisances to the neighborhood.

SECTION XIV: POSTING OF ORDINANCE REQUIREMENTS AND PROHIBITIONS

There shall be posted in every short-term rental the requirements and prohibitions contained in Sections 12, 13, and 14.

SECTION XV. LOCAL CONTACT PERSON REQUIRED

The owner of the property containing the short-term rental shall either be available or appoint/hire a local contact person or a property management company that shall be available by telephone or in person on a twenty four (24) hour basis who resides within 50 miles of the property and can physically be present at the property within sixty (60) minutes to service a call by the occupants of the short-term rental or to respond to complaints issued by any law enforcement agency, building and/or fire district. The owner or local contact

person shall have the authority to assume management of the short-term rental in order to respond and remedy any occupant calls or complaints. The local contact person shall be empowered by the property owner to address physical conditions or circumstances that constitute an immediate threat to public health and safety, including ordering the removal of any occupants in order to comply with the provisions of this ordinance. The name and all contact information of the owner or local contact person shall be provided to the occupants, clearly posted within the residence, and provided to the Village and be maintained with current information at all times.

SECTION XVI: PROPERTY OWNER RESPONSIBLE FOR COMPLIANCE WITH CODES

It is the responsibility of the property owner and the management company or local contact person responsible for the short-term rental to be in control of the short-term rental unit; to inspect and visit the property as needed to assure compliance with this code, and all applicable Village building, zoning, and fire codes, to prevent nuisance behavior and maintain neighborhood peace, welfare, and safety.

SECTION XVII: NUISANCE PREVENTION & ABATEMENT.

The short-term rental shall not cause an adverse effect on the use, enjoyment, or property values of the immediate neighborhood. The owner of a short-term rental shall not cause or permit, by action or failure to act, the short-term rental or its use to suffer from or create any nuisance or criminal activity, which shall include but not be limited to excessive noise or violations of building, zoning, or fire codes.

If a permittee knows or suspects that any criminal activity or public nuisance is taking place on or immediately adjacent to the property, the permittee shall immediately notify the Village of such fact and cooperate with the Police Department in any investigation that may ensue.

SECTION XVIII: NOTICE UPON CHANGE IN OWNERSHIP; TERMINATION OF PERMIT.

A short-term rental permit shall terminate immediately upon any change in ownership. Property owners must notify the Village upon change of ownership. Continued operation of a short-term rental upon change of ownership will result in a violation of this ordinance. Any new owner must apply for a short-term rental permit under this code.

SECTION XIX: PENALTY

Any one violation of this chapter, or any rules or regulations promulgated under this chapter may result in fines, suspension or revocation of a permit, modification of the use (including but not limited to increasing the minimum rental period) or a combination thereof. A violation of any section of this chapter is subject to a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION XX: NON-RENEWAL, SUSPENSION AND/OR REVOCATION OF PERMIT

A permit may be subject to non-renewal, suspension, or revocation upon a determination of one or more of the following:

- A. The short-term rental is a public nuisance;
- B. there exists outstanding and unresolved code violations at the property;
- C. the short-term rental permit was revoked within the previous 12-month period;
- D. the applicant has outstanding debts due and owing to the Village; the property is condemned;
- E. the property is not eligible for a short-term rental under the provisions of this Article.
- F. Improvements or alternations have been made to the structure without proper

permits and the property has not been brought into compliance after reasonable notice and an opportunity to correct the violations.

- G. The owner of the relevant short-term/vacation rental or his/her agent violates any of provisions of this Ordinance, the Village of Winnebago code of ordinances, building codes, zoning codes, or fire codes or any criminal code of the State of Illinois.
- H. The owner of the short-term/vacation rental or his/her agent is deemed to have maintained a nuisance premises.

SECTION XXI: HEARING REQUIRED.

No short-term rental permit shall be non-renewed, suspended, or revoked prior to a hearing as set forth herein.

SECTION XXII: NON-RENEWAL/SUSPENSION/REVOCATION HEARING PROCESS.

- A. Not less than fourteen (14) business days prior to a hearing on non-renewal, suspension, or revocation of a permit issued pursuant to the terms of this Ordinance, the Village Administrator shall send, via First Class U.S. mail, a notice of the non-renewal, suspension, or revocation hearing to the owner and his/her authorized agent at the address provided on the most recent permit application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the permit application. Said notice shall include the following:
 - i. Description of the short-term rental, sufficient for identification;
 - ii. A statement that the permit is subject to non-renewal, suspension or revocation; and
 - iii. A succinct statement of factual allegations that identifies the basis for the potential non-renewal, suspension or revocation.

- iv. If the Village Administrator has reason to believe that immediate suspension of the permit is necessary to prevent the threat of immediate harm to the Village or the neighborhood,
- B. The Village Administrator may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the permit suspended for not more than seven (7) days. The Village Administrator may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the previously mentioned harm to the Village or the neighborhood.
- C. The Village Administrator shall conduct hearings in accordance with the procedures drafted by the Department of Law.
- D. Within ten (10) business days after the close of the hearing, the Village Administrator shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 et seq., as amended.

SECTION XXIII: NO NEW PERMIT AFTER REVOCATION

A permittee whose license has been revoked shall not be eligible to reapply for a new permit for one year.

SECTION XXIV EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with applicable law.

SECTION XXV SEVERABILITY

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

SECTION XXVI REPEAL

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

APPROVED this _____ day of _____, 2025

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED:

APPROVED:

**PUBLISHED IN
PAMPHLET FORM:**