



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, July 02, 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., 12a., 20a.]

11. APPROVAL OF MINUTES

- a.** *Approval of Board Trustees Meeting Minutes from June 18, 2025

12. APPROVAL OF BILLS

- a.** *Approval of Invoices Presented for Payment \$176,653.67

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.** Main Street Project Bid Acceptance
- b.** Goodling Street Project Bid Acceptance
- c.** 2025 Water Project-Local Funds Aligning with IEPA SRLF Project

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

20. POLICE COMMITTEE/REPORTS/REQUESTS

- a.** *Resolution for Police Laptops

21. FINANCE COMMITTEE/REPORTS/REQUESTS

22. LIQUOR COMMITTEE/REPORTS/REQUESTS

23. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

24. ZONING COMMISSION/REPORTS/REQUESTS

- a.** Proposed Ordinance for Text Amendment Change to the UDO

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

26. NEW BUSINESS

27. TABLED/DEFERRED ITEMS

28. UPCOMING MEETINGS

29. ADJOURNMENT

**Posted: June 26, 2025 at 1:15 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491
/s/ Kellie Symonds, Deputy Clerk**



Agenda Item Executive Summary

Item Name Consent Agenda Items Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

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

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

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

ATTACHMENTS (PLEASE LIST)

N/A

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE THE ITEMS ON THE CONSENT AGENDA, INCLUDING APPROVAL OF BOARD MINUTES FROM JUNE 18, 2025, APPROVAL OF INVOICES PRESENTED FOR PAYMENT, AND RESOLUTION 2025-____R, A RESOLUTION AUTHORIZING THE PURCHASE OF TWO MDTs FOR THE POLICE DEPARTMENT

Staff: Rachel Windgassen, Administrative Assistant Date: 7/2/25

The Board of Trustees of the Village of Winnebago met in person June 18, 2025, at 6:00 P.M. with President Franklin J. Eubank, Jr. presiding. The link for the employees and the public to attend remotely was made available through GoToMeeting.

ROLL CALL: ACKERMAN –LEFEVRE- MCKINNON - SPRINGER- - present
KIM - absent

Guests: Attorney Mary Gaziano, , Deputy Clerk Kellie Symonds, Public Works Director Chad Insko, Kyle Okubo, Treasurer Dana Novinson, Heather Wilson, Malerie Glenn, Alissa Glenn, Madelynn Glenn, Gayle Leombruni, Denise Nelson, Tyler Sprayberry, Kenzell Jones, Mike Woolbright, Carrie Woolbright, Randy Smith, Dawn Inglima, Alan Inglima, Gabby Leombruni, James and Michelle Bennett, Ryan Scudder. The following attended virtually: Luke Ziegler. Chief Jeff White, Lieutenant Nick Haff, Stephanie King, Luke Ziegler, Hannah Woolbright attended virtually, Rhonda Furseth arrived online at 6:26 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 were requested
9. PUBLIC COMMENT – Jeanne Mulrooney and Brice Glenn requested the opportunity to speak but were not in attendance.
10. CONSENT AGENDA

A motion was made by MR. LEFEVRE, seconded by MR. MCKINNON 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 June 04, 2025
 - 12a. Approval of Invoices Presented for Payment \$83,643.90
13. PRESIDENT
 - a. The President's report dated June 18, 2025, for May activities was included.
14. CLERK – No items to report
15. TREASURER'S REPORT
 - a. Treasurer's Report - No items to report.
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. The 2025 Water Project Local Funds Aligning with IEPA SRLF Project will not be funded this cycle.
 - b. A motion was made by MR. ACKERMAN, seconded by MR. LEFEVRE to adopt Resolution 2025-19R A RESOLUTION AUTHORIZING THE PURCHASE OF A REPLACEMENT SERVICE TRUCK FOR THE VILLAGE OF WINNEBAGO PUBLIC WORKS DEPARTMENT. Motion carried on a unanimous roll call vote of those present. The existing truck will not be traded in.
 - c. A motion was made by MR. MCKINNON, seconded by MR. ACKERMAN to adopt Resolution 2025-20R A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FEHR GRAHAM FOR THE WEST MAIN STREET WIDENING PROJECT. Motion carried on a unanimous roll call vote of those present. It is hoped this widening will add parking spaces in the 200 block of West Main Street.
 - d. A motion was made by MR. MCKINNON, seconded by MR. LEFEVRE to adopt Resolution 2025-21R A RESOLUTION AFFIRMING THE SIGNATURE OF THE VILLAGE PRESIDENT ON THE ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GENERAL MAINTENANCE ESTIMATE OF MAINTENANCE COSTS FOR GOODLING RESURFACING PROJECT. Motion carried on a voice vote.

Board of Trustees
June 16, 2025
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19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS.
 - a. No update on the Sale of Village Owned Property at Winnebago Highlands
20. POLICE COMMITTEE/REPORTS/REQUESTS – No items for discussion.
21. FINANCE COMMITTEE/REPORTS/REQUESTS
 - a. A motion was made by MR. MCKINNON, seconded by MR ACKERMAN to adopt Ordinance 2025-10 AN ORDINANCE TERMINATING THE ERRANT WATER POLICY OF THE VILLAGE OF WINNEBAGO. Motion carried on a unanimous roll call vote of those present. It was noted that when a new meter is installed the owner and any new property owner will be provided the information on accessing the usage.
22. LIQUOR COMMITTEE/REPORTS/REQUESTS - No items for discussion.
23. ADMINISTRATIVE TEAM/REPORTS/REQUEST
 - a. Trustees Ackerman and Kim will be absent July 2, 2025, but the other trustees plan to attend. Anyone available for the July 4th events are requested to notify Mr. Dienberg.
24. ZONING COMMISSION/REPORTS/REQUESTS
26. NEW BUSINESS
 - a. President Eubank noted that he and Mr. Woolbright had a good conversation today as a result of the information on the social media site Facebook. The President plans to meet with the Village Engineer, Attorney, and Administrator and others as needed to address the issue.
 - b. President Eubank noted appropriate permitting is needed to address Air B&Bs and VRBOs (Vacation Rentals By Owner) as a result of the incident this past weekend in his neighborhood.
 - c. IML (Illinois Municipal League) Conference will be September 18-20, 2025, and attendance would be helpful.
 - d. MR. ACKERMAN noted that he rode with Mr. Insko to see the upgraded sidewalks. He feels the money spent has been very worthwhile.
25. EXECUTIVE SESSION (CLOSED SESSION) – pursuant to 5ILCS 120/2(c)

A motion was made by MR. LEFEVRE, seconded by MR. ACKERMAN to go into closed session at 6:28 pm to discuss possible appointments, employment, compensation, discipline, performance, or dismissal of specific employees. Motion carried on a unanimous roll call vote of those present.

The Board returned to regular session at 6:49 p.m. with the same Trustees plus the following: Village Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Deputy Clerk Kellie Symonds, Public Works Director Chad Insko, Treasurer Dana Novinson, Madelynn Glenn, Tyler Sprayberry, Dawn Tracey, Kenzell Jones, Denise Nelson, Gayle Leombruni, Gabby Leombruni, Alissa Glenn, Keather Wilson, Malerie Glenn, Chief Jeff White, Lieutenant Nick Haff attended remotely; Chief White and Lieutenant Haff returned virtually.
27. TABLED/DEFERRED ITEMS – none
28. UPCOMING MEETINGS

The next Board meeting will be July 2, 2025, at 6:00 p.m., followed by the Committee of the Whole Meeting.
29. ADJOURNMENT

A motion was made by MR. ACKERMAN, seconded by MR. LEFEVRE, to adjourn at 6:53 p.m. The motion carried on a voice vote.

UNAPPROVED

Sally Jo Huggins, Village Clerk

Warrant List

July 02, 2025
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - \$176,653.67

Section 2: Invoices over \$5,000 - \$161,717.82

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

July 02, 2025

Invoices Presented

For Board Approval

Total Invoices: \$176,653.67

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/02/2025 THRU 7/02/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
016055	AIRGAS USA, LLC D/B/A ENCOMPAS							
I-5516575037	CYLINDER RENTAL	R	7/02/2025	33.03		026568		33.03
000075	AUTUMN SUPPLY							
I-017153	SOLAR BARRICADE LIGHT TYPE B	R	7/02/2025	775.38		026569		775.38
000688	BOVES' AUTO & TRUCK SERVICE LL							
I-90918	2022 FORD OIL CHANGE	R	7/02/2025	62.32		026570		
I-90989	'23 INTERCEPTOR TIRE MOUNTING	R	7/02/2025	43.85		026570		106.17
000610	CDW-G							
I-7691850 PO#471	INTERN LAPTOP	R	7/02/2025	868.96		026571		868.96
000367	CITY OF ROCKFORD							
I-75004132	WATER ANALYSIS	R	7/02/2025	180.00		026572		180.00
000619	CIVICPLUS, LLC							
I-338277	CODIFICATION	R	7/02/2025	3,144.75		026573		3,144.75
000624	CONNOR CO.							
I-S011384303.001	BUILDING MAINT AT WELL 3 A/C	R	7/02/2025	5.80		026574		5.80
000100	CONSERV FS							
I-108026941	AKROGOLD UNL GAS	R	7/02/2025	845.67		026575		
I-108026942	DIESELEX GOLD ULTRA	R	7/02/2025	302.37		026575		
I-45062035	STRAW BLANKETS	R	7/02/2025	59.98		026575		1,208.02
000460	CORE & MAIN LP							
I-X143723	CLAYTON CT WATER MAN LOOP	R	7/02/2025	13,200.00		026576		13,200.00
016040	FERGUSON WATER WORKS SUPPLY							
I-0509205-2	METER PIT AND LID, CUSHION	R	7/02/2025	2,211.11		026577		
I-0522430	4 AC DI X 4 CI PVS SHLD COUP	R	7/02/2025	405.68		026577		2,616.79
000083	FOUR RIVERS SANITATION AUTHORI							
I-168 PYMT:14/40	FULLER PHASE C: PYMT 14/40	R	7/02/2025	139,392.82		026578		139,392.82
000546	FURST STAFFING							
I-2000080056	LORFELD-GRAY; WEEK END 6/8/25	R	7/02/2025	812.52		026579		
I-2000080137	LORFELD-GRAY; WEEK END 6/15/25	R	7/02/2025	470.05		026579		
I-2000080183	LORFELD-GRAY WEEK END 06/22/25	R	7/02/2025	490.20		026579		1,772.77
000669	GREENLIGHT FLORAL LLC							
I-VOWAPRIL25	ADMIN. PROF. DAY	R	7/02/2025	143.94		026580		143.94

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/02/2025 THRU 7/02/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000147	HAWKINS, INC.							
I-7101870	AZONE 15, HYDROFLUOSILICIC	R	7/02/2025	782.48		026581		782.48
000731	MENARDS - CHERRY VALLEY							
I-84459	VINYL, RUBBER PIN MAT, BAGS	R	7/02/2025	251.71		026582		
I-85001	PLACER W/ HOOK CONCRETE PLACER	R	7/02/2025	131.66		026582		383.37
000035	NAPA AUTO PARTS							
I-680356	FIL ENGINE OIL FILTER X5	R	7/02/2025	67.45		026583		67.45
000298	PACE ANALYTICAL SERVICES, LLC							
I-257216941	FLUORIDE BY PROBE	R	7/02/2025	75.00		026584		75.00
000051	POSTMASTER							
I-202506172648	POSTAGE FOR WATER BILLS	R	7/02/2025	750.00		026585		750.00
000590	PYROTECNICO FIREWORKS, INC.							
I-SO-C57906 PT 2	FIREWORKS 4/3/25 PYMT 2/2	R	7/02/2025	9,125.00		026586		9,125.00
000422	ROCKFORD INFORMATION TECHNOLOG							
I-41812	JUNE ACRONIS CLOUD BACKUP	R	7/02/2025	60.00		026587		
I-41836	JUNE DATTO CLOUD BACKUP	R	7/02/2025	140.00		026587		
I-41837	JUNE REMOTE MONITORING	R	7/02/2025	127.00		026587		
I-41867	MAY DUO SOFTWARE SUB.	R	7/02/2025	42.00		026587		
I-42116	SETUP NEW INTERN LAPTOP	R	7/02/2025	190.00		026587		559.00
000142	ROCKFORD LITHO CENTER							
I-19113	#10 REGULAR ENVELOPES	R	7/02/2025	147.00		026588		147.00
000708	SPIELMAN'S TURF							
I-2855	SPRAY FOR LIGHTED DIAMOND	R	7/02/2025	338.00		026589		338.00
000830	STATE CHEMICAL SOLUTIONS							
I-903804726	AEROSOL TIER PROGRAM TIER 1	R	7/02/2025	176.49		026590		176.49
000825	SULLIVAN'S FOODS							
I-202506242651	SULLIVAN'S MAY 25 STATEMENT	R	7/02/2025	135.01		026591		135.01
000411	UNIFORM DEN EAST INC							
I-96806	MCNEELY: 6PKT CARGO TROUSER	R	7/02/2025	93.50		026592		
I-96939	MCNEELY: FLEX PANTS	R	7/02/2025	76.95		026592		170.45
001004	VILLAGE OF WINNEBAGO							
I-03-4203-01 JUN 25	600 W SOPER ST	R	7/02/2025	6.74		026593		
I-03-4204-01 JUN 25	600 W SOPER ST	R	7/02/2025	17.07		026593		
I-03-5350-00 JUN 25	104 W MAIN ST- POLICE GARAGE	R	7/02/2025	8.47		026593		
I-03-5380-00 JUN 25	108 W MAIN ST	R	7/02/2025	12.98		026593		
I-07-1467-00 JUN 25	400 E MCNAIR RD WELL #3	R	7/02/2025	17.21		026593		62.47

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/02/2025 THRU 7/02/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000623	WANLESS BROTHERS MOVING & STOR							
I-8479	JUNE MONTHLY STORAGE	R	7/02/2025	100.00		026594		100.00
000616	XEROX FINANCIAL SERVICES							
I-40571378	XEROX: JULY CONTRACT PAYMENT	R	7/02/2025	333.52		026595		333.52

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	28	176,653.67	0.00	176,653.67
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:	28	176,653.67	0.00	176,653.67
BANK: AP TOTALS:	28	176,653.67	0.00	176,653.67
REPORT TOTALS:	28	176,653.67	0.00	176,653.67

SECTION 2:

WARRANT LIST

July 02, 2025

Invoices Over \$5,000

\$161,717.82

These invoices are included in the
Section 1 Warrant List

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 7/02/2025 THRU 7/02/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000460	CORE & MAIN LP							
I-X143723	CLAYTON CT WATER MAN LOOP	R	7/02/2025	13,200.00		026576		13,200.00
000083	FOUR RIVERS SANITATION AUTHORI							
I-168 PYMT:14/40	FULLER PHASE C: PYMT 14/40	R	7/02/2025	139,392.82		026578		139,392.82
000590	PYROTECNICO FIREWORKS, INC.							
I-SO-C57906 PT 2	FIREWORKS 4/3/25 PYMT 2/2	R	7/02/2025	9,125.00		026586		9,125.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	161,717.82	0.00	161,717.82
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:	3	161,717.82	0.00	161,717.82
BANK: AP TOTALS:	3	161,717.82	0.00	161,717.82
REPORT TOTALS:	3	161,717.82	0.00	161,717.82



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: 7/2/2025
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 Date: 6/18/2025
Joseph Dienberg, Village Administrator



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: 7/2/2025

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

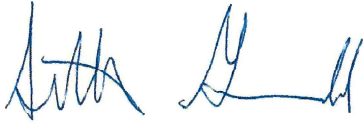
Section 18. Item #c.

AUTHORIZATION

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

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

Sincerely,

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

Seth Gronewold, PE
Principal

SWG:adn

Enclosure –
Agreement for Professional Services

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

815.335.2020

Description of Services:

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

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

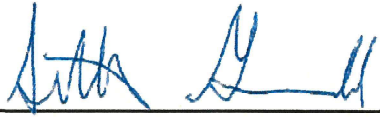
COST:

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

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

ACCEPTED AND AGREED TO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agenda Item Executive Summary

Item Name Two (2) Mobile Data Terminal(s) (MDT) Committee or Board POLICE

BUDGET IMPACT

Amount:	Not to exceed \$5700.00	Budgeted:	YES
List what fund:	01-43-512		

EXECUTIVE SUMMARY

The Village of Winnebago Police Department seeks approval to proceed with the purchase of two (2) new Mobile Data Terminals (MDTs) to replace aging and outdated equipment currently in use in patrol vehicles. The existing MDTs are no longer reliable and are incompatible with evolving law enforcement software and communication standards.

This purchase was included in the approved FY2025 Police Department budget and aligns with our goals to modernize operations, improve officer efficiency, and ensure reliable access to LEADS, CAD, and report-writing systems while on patrol.

After reviewing multiple vendors, the department recommends purchasing the MDTs from Entre Computer Solutions, which offered the most competitive pricing and best compatibility with our current systems.

Financial Impact:

The total cost for the two MDTs, including all necessary accessories, is not to exceed \$5700. This amount is within the allocated budget under line item 01-43-512.

Recommendation:

Staff recommends the Village Board approve the purchase of the two Mobile Data Terminals as budgeted and authorizes the Village Administrator and Chief of Police to execute all related purchasing documents.

ATTACHMENTS (PLEASE LIST)

Resolution, Order sheet from Entre Computer Solutions

ACTION REQUESTED

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

MOTION: I move to approve RES 2025-____R, A RESOLUTION AUTHORIZING THE PURCHASE OF TWO MDTs FOR THE POLICE DEPARTMENT

Staff: Lieutenant Nicholas Haff Date: 7/2/2025

STATE OF ILLINOIS)
)
 COUNTY OF WINNEBAGO)

SS

PAMPHLET PUBLICATION CERTIFICATION FORM

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

I further certify that on _____, 2025 the Corporate Authorities of the above municipality passed and approved Resolution No. 2025-_____R, entitled, “**A RESOLUTION AUTHORIZING THE PUCHASE OF TWO (2) NEW Mobile Data Terminal(s) (MTD) FOR VILLAGE OF WINNEBAGO POLICE DEPARMENT**”, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of resolution No. 2025-_____R, including the resolution and a cover thereof, was prepared and a copy of the resolution was posted in the Village office located at 108 West Main Street, Winnebago, Illinois, commencing on _____, 2025, and continuing for a least (10) days thereafter. Copies of the resolution were also available for public inspection upon request in the office of the Village Clerk located at the above Village office address.

DATED at Winnebago, Illinois, this _____ day of _____, 2025.

(SEAL)

 Sally Jo Huggins, Village Clerk

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2025 - _____R

**A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO MDTs FOR THE POLICE DEPARTMENT**

ADOPTED BY THE BOARD OF TRUSTEES

VILLAGE OF WINNEBAGO

THIS _____ DAY OF _____, 2025

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

RESOLUTION NO. 2025- ____ R**A RESOLUTION TO APPROVE THE PURCHASE OF A 2025 FORD
EXPLORER POLICE INTERCEPTOR UTILITY VEHICLE**

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

WHEREAS, the police department requires reliable computers to support its daily operations; and

WHEREAS, the current Mobile Data Terminals (MDTs) used by the Police Department are outdated, unreliable, and no longer support critical law enforcement software; and

WHEREAS, the Village has obtained a quote from Entre Computer Solutions (Exhibit “A”) for the purchase of two (2) MDTs, including installation and accessories, at a total cost not to exceed \$5700; and

WHEREAS, the Village finds it necessary and appropriate to proceed with this purchase to ensure officer safety, operational efficiency, and reliable mobile access to law enforcement databases;

WHEREAS, the Chief of Police recommends that the Village President and Board of Trustees approve the purchase of a two (2) MDTs from Entre Computer Solutions at a cost not to exceed \$5, 700.00, to be funded through the General Police Fund – Line Item 01-43-512;

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

SECTION I

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

SECTION II

The Chief of Police is hereby authorized to purchase of a two (2) MDTs from Entre Computer Solutions at a cost not to exceed \$5, 700.00, to be funded through the General Police Fund – Line Item 01-43-512;

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:** _____



Entré Computer Solutions
8900 North 2nd Street
Machesney Park IL 61115
(815) 399-5664 FAX: (815) 399-5717

Date	Quote #
06/19/25	ENTQ50634-02

Customer: VILLAGE OF WINNEBAGO
Lori Schultz
108 WEST MAIN STREET
WINNEBAGO, IL 61088

Phone: 815 335-2020
Fax:

Ship To: Village of Winnebago Police Departm
Nicholas Haff
108 West Main Street
Winnebago, IL 61088

Phone: (815) 335.2351
Fax: (815) 415.8491

Terms	Rep	Prepared by	P.O. Number	Ship Via
	Drew	JeffS		

Qty	Description	Unit Price	Ext. Price
2	Getac S410 S410 G5 14" Rugged Notebook - Intel Core i5 13th Gen i5-1340P - Intel Chip - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard	\$2,766.63	\$5,533.26

*** NOTE:**

- This proposal does not include a labor estimate.
- Pricing Valid During the Month Quoted.

THIS IS NOT AN INVOICE

SubTotal	\$5,533.26
Shipping/ Handling	\$70.00
Total (excluding Tax)	\$5,603.26

Please contact me if I can be of further assistance.

The content of this document is the property of Entré Computer Solutions and may not be disclosed in whole or in part with any third party without prior written consent from Entré.

For approval to order please sign and date in the space provided below and fax to our offices at (815) 399 5717 or send an email to your salesperson referencing the quote number at the top of the document and the pricing for all products.

Please note that pricing is subject to change without notice and tax is not calculated on quotes. All payment should be based on invoices.

Payment Terms: Net 10 days. Cash, ACH, or most credit cards are accepted. Note that there will be an additional 3.15% fee reflected on statements for all credit card payments.

Prohibition on hiring - Entré prohibits your organization from hiring its employees for a period of 1 year from the date of our last transaction. A transaction can be defined as a quote, sales, project, or discussion in regard to your IT infrastructure. For more information on the legal aspects of this prohibition, please call or email a principle of Entré Computer Solutions.

Customer Signature _____

Date 6/19/2025

Drew Tennant
Vice President
Entré Computer Solutions
(815) 399-5664 x. 237

For immediate assistance contact:

Jeff Sievers
Inside Sales Representative
Entré Computer Solutions
815-399-5664 x281





Agenda Item Executive Summary

Item Name	PROPOSED TEXT AMENDMENT TO FENCE REQUIREMENTS IN THE UNIFIED DEVELOPMENT ORDINANCE	Committee or Board	Board of Trustees
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

A text amendment has been proposed for Section 6.13.03(10) of the Village's Unified Development Ordinance (UDO), which governs fence standards in residential districts. The request originated from a property owner at 212 S. Seward who seeks to install a six-foot solid wood privacy fence in the rear yard. Due to the rear yard abutting a public alley, current UDO provisions classify it similarly to a front yard, thereby imposing restrictive standards on height, setback, and transparency that the proposed fence would not meet.

This situation revealed inconsistencies in the ordinance for properties with atypical configurations – specifically those with shallow rear yards or alley access that do not function as traditional front yards. The proposed amendment aims to rectify these inconsistencies and clarify fence standards in such cases.

Following initial review and procedural clarification, a public hearing was held on July 1, 2025, prior to the Zoning Board meeting. Village staff supports this amendment as a means to improve ordinance applicability and fairness across varied lot types.

ATTACHMENTS (PLEASE LIST)

Staff Memo

ACTION REQUESTED

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

MOTION:

Staff: Joseph Dienberg, Village Administrator Date: 7/2/2025



VILLAGE OF WINNEBAGO

MEMORANDUM

Prepared By: Joseph Dienberg, Village Administrator

To: Zoning Board

Date: June 3, 2025

Subject: Proposed Text Amendment to Fence Requirements to Unified Development Ordinance

Background Information:

An application was submitted requesting a text amendment to the Village's Unified Development Ordinance (UDO) Section 6.13.03(10), which governs fence standards in residential districts. The applicant, the property owner at 212 S. Seward, seeks to install a six-foot solid wood privacy fence in the rear yard. However, current UDO provisions prohibit the requested fence due to the following restrictions:

1. Subsection (a) requires fences in front or street-side yards to be at least 50% open (semi-transparent);
2. Subsection (b) limits fence height in those areas to a maximum of four (4) feet;
3. Subsection (d) applies those same standards to rear yards that abut a public street or alley, effectively treating them as front yards. This subsection requires fences to be set back at least ten (10) feet from the right-of-way and to be no more than 50% visually obscured.

Because the subject property's rear yard directly abuts a public alley and the proposed fence would be located closer than 16 feet to the alley, the proposed installation does not conform to existing standards. The applicant has stated that this creates an undue hardship and highlights an inconsistency in the ordinance related to certain lot configurations—specifically those with shallow rear yards or alley access that do not function as traditional front yards.

This application was initially discussed at the May 6, 2025, Zoning Board meeting. At that time, it was discovered that the request did not conform with the procedural standards necessary to move forward under the UDO, and therefore a public hearing was not scheduled. Following further review and subsequent conversations between Village staff and the Building Official, it was determined that the issue merits formal consideration through the proper public hearing process.

A Public Hearing will now be scheduled for the regularly scheduled Zoning Board meeting on Tuesday, July 1, 2025. Village staff is recommending the proposed amendment move forward for consideration, not only to address the applicant's concerns but to evaluate potential broader changes to the UDO to better account for nontraditional lot layouts, particularly those involving rear yards abutting alleys or narrow public rights-of-way. The following definitions from the UDO are included here for context:

1. **Yard, Front.** A yard on the same lot with the building between the front line of the building and the front line of the lot and extending the full width of the lot. As used in this ordinance the term "Front Yard" applies to principal buildings only.
2. **Yard, Rear.** A yard on the same lot with the building between the rear line of the building and the rear line of the lot and extending the full width of the lot. As used in this ordinance the term "Rear Yard" applies to principal buildings only.
3. **Yard, Side.** A yard on the same lot with the building situated between the building and the side line of the lot extending from the front yard to the rear yard. Any lot line not a rear line or a front line shall be deemed a side line. As used in this ordinance the term "Side Yard" applies to principal buildings only.

The proposed text amendments to the Unified Development Ordinance are as follows:

- Text in blue is new language
- Text in red strikethrough is deleted language
- Text in black is included for reference

Unified Development Ordinance 6.13.03 Fences

In order to provide for maximum safety to the public and to ensure maximum enjoyment of the use of property, the following regulations for fences, walls, and similar structures shall apply.

1. No fence, including walls and similar structures, shall be constructed, erected, or replaced until a permit has been approved and issued by the Village Building Official.
2. The regulations set forth in this section shall not apply to fences erected within a railroad right-of-way.
3. No fence may be constructed within any public right-of-way.
4. No fence **permit may be granted by the Building Official for an area within, nor should any fence be constructed within** ~~may be constructed on~~ any public utility easement or drainage easement without the approval of the Director of Public Works. Such construction shall be at the owner's risk and liability and the Village shall not be liable for any damages which may occur as a result of such action. Furthermore, such fence shall not interfere with the provision of any utility

service or with natural or required drainage flow. It shall be the responsibility of the property owner to replace or restore any section of fencing which is removed or displaced in order to provide access to said easement.

5. No provision in this section shall be construed as a means of settling disputes between property owners regarding location of property lines or the maintenance of fences. Such disputes shall be considered entirely as civil matters and not as a violation of this section.
6. The height of a fence as permitted herein shall be measured at the existing or approved grade of a lot or parcel.
7. No fence may be constructed of barbed wire, spikes, or other sharp pointed instruments, except as provided for in this section, and may not be electrified.
8. On any corner lot or parcel, in the vision clearance triangle as determined in Article 6.05-04.05, no fence, wall, hedge, planting, or other object or material shall be constructed or maintained so as to obstruct vision ~~between a height of two and one half (2 ½) feet and ten (10) feet above the centerline street grades.~~
9. All fences shall be installed so that the finished side of the fence shall face outwards toward the adjoining property or street right-of-way.
10. Fences in Residential Districts. Fences in a residential zoning district shall comply with the following additional specifications:
 - a. Any fence erected in a required front yard ~~or side yard abutting a street~~, or between the front of a structure and the abutting street right-of-way, shall be at least fifty (50) percent open, i.e., no more than fifty (50) percent visually obscured.
 - b. No fence greater than four (4) feet in height shall be constructed in a required front yard ~~or side yard abutting a street~~, unless the principle structure encroaches into the required front yard or side yard abutting a street, in which case such a fence may be as close to the front or side lot line as the encroaching structure.
 - c. No fence greater than six (6) feet in height shall be constructed in a required rear yard or interior side yard.
 - d. Fences installed in a **front, side, or** rear yard abutting a street shall comply with the **vision clearance triangle as determined in 6.04.05.** ~~standards and specifications for a fence erected in a required front yard. Fences up to six (6) feet high located in a rear yard abutting a street may be approved by the Village Building Official set back a distance of at least ten (10) feet from the abutting street right-of-way and otherwise in compliance with this section.~~

- e. Any fence constructed along a rear or side lot line that directly abuts a public alley shall be set back a minimum of three (3) feet from the alley right-of-way line. This setback is required to ensure sufficient clearance for public utility access, refuse collection, drainage, and snow plowing and other municipal maintenance operations. The setback area shall remain clear of any obstructions and shall not be used for storage or parking. Fences placed within this required clearance may be subject to removal or damage during municipal maintenance activities, and the Village shall not be responsible for such damage or for the cost of restoration. Where a platted or recorded easement exists along the alley, the more restrictive of the setback or easement shall apply.**

11. Fences in Business and Industrial Districts. Fences in a business or manufacturing zoning district shall comply with the following additional specifications:

- a. Fences in a required front yard or side yard abutting a street, or between the principle structure and the abutting street right-of-way, shall be at least fifty (50) percent visually open, i.e., no more than fifty (50) percent visually obscured.
- b. No fence in excess of four (4) feet in height may be constructed in a required front yard or side yard abutting a street, unless the principle structure encroaches into said required yard, in which case the fence may be as close to the front lot line or side lot line as the encroaching structure.
- c. No fence greater than six (6) feet in height may be constructed in a required rear yard or interior side yard, unless the abutting property is zoned business or industrial, in which case a fence may have a height of up to eight (8) feet, except as provided for herein.
- d. A fence located outside of a required yard and not between the principal building and any abutting public street right-of-way, may have a height of up to eight (8) feet. However, any industrial or public utility hazard located outside of a required or established yard setback and not between the primary building and any abutting public street right-of-way shall be completely surrounded with a protective security fence or similar structure at least six (6) feet, but not more than twelve (12) feet in height.
- e. Fences in industrial districts that are least six (6) feet in height and not located within a required setback may have a barbed wire security top of up to but no more than six (6) inches.