



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, February 05, 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., and 23a.

11. APPROVAL OF MINUTES

- a. *Approval of Board Trustees Meeting Minutes from January 15, 2025

12. APPROVAL OF BILLS

- a.** *Approval of Invoices Presented for Payment \$38,961.64

13. PRESIDENT'S REPORT- N/A

The monthly report will be included in the packet of the second meeting of each month.

14. CLERK'S REPORT- N/A

The monthly report will be included in the packet of the second meeting of each month.

15. TREASURER'S REPORT- N/A

The monthly report will be included in the packet of the second meeting of each month.

16. ADMINISTRATIVE REPORTS- N/A

The monthly report will be included in the packet of the second meeting of each month.

17. QUESTIONS FROM TRUSTEES/STAFF

18. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

- a.** Clayton Ct Water Main Looping Bid Acceptance
b. Goodling and Church St Water Main Looping Bid Acceptance
c. 2025 Water Project - IEPA SRLF Project Swift/Winnebago/Cunningham/Soper

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

20. POLICE COMMITTEE/REPORTS/REQUESTS

21. FINANCE COMMITTEE/REPORTS/REQUESTS

22. LIQUOR COMMITTEE/REPORTS/REQUESTS

- a.** B.Y.O.B. Ordinance

23. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

- a.** * Resolution Authorizing Village President to Sign Extension to Illinois Cash Farm Lease with Steven Mitchell to February 28, 2026 for Village-Owned Property in Winnebago Highlands

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 January 30, 2025 at 3:00 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491



Agenda Item Executive Summary

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

BUDGET IMPACT

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

EXECUTIVE SUMMARY

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

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

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

ATTACHMENTS (PLEASE LIST)

11a. Approval of the Board of Trustees Minutes from January 15, 2025

12a. Approval of Invoices Presented for Payment \$38,961.64

23a. Resolution Authorizing Village President to Sign Extension to Illinois Cash Farm Lease with Steven Mitchell to February 28, 2026 for Village-Owned Property in Winnebago Highlands

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 JANUARY 15, 2025, APPROVAL OF INVOICES PRESENTED FOR PAYMENT, AND RESOLUTION NO 2025-___R AUTHORIZING VILLAGE PRESIDENT TO SIGN EXTENSION TO ILLINOIS CASH FARM LEASE WITH STEVEN MITCHELL TO FEBRUARY 28, 2026 FOR VILLAGE-OWNED PROPERTY IN WINNEBAGO HIGHLANDS

Staff: _____ Rachel Windgassen, Administrative Assistant _____ Date: _____ 2/5/25 _____

The Board of Trustees of the Village of Winnebago met in person January 15, 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 – LEFEVRE- MCKINNON– SMITH -present
PITNEY arrived at 6:02 p.m.

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Lieutenant Nick Haff, Public Works Director Chad Insko, Treasurer Dana Novinson, Deputy Clerk Kellie Symonds, Luke Ziegler of Fehr Graham, Chief Dave Loria of Win-Bur-Sew, Rachel Windgassen, and Duane Springer

5. A quorum was established.

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

8. CHANGES TO THE AGENDA – No changes were requested

9. PUBLIC COMMENT - No one requested the opportunity to address the Board.

10. CONSENT AGENDA

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

11. APPROVAL OF MINUTES:

- a. Approval of Board of Trustees Meeting Minutes from December 9, 2024
- b. Approval of Public Hearing Minutes from December 9, 2024

12. APPROVAL OF BILLS

- a. Approval of Invoices Presented for Payment - \$312,078.97

18. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

- a. Resolution 2025-01R was included, A RESOLUTION APPROVING THE FEHR GRAHAM 2025 SERVICES AGREEMENT

21. FINANCE COMMITTEE/REPORTS/REQUESTS

- b. Line-Item Transfers

23. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

- a. Resolution 2025-02R was included, A RESOLUTION AUTHORIZING THE EXPENDITURE FOR THE JULY 3, 2025 FIREWORKS DISPLAY

13. PRESIDENT

- a. The President's Report for November and December 2024 were included in the packet.

14. CLERK'S REPORT – No items for discussion.

15. TREASURER'S REPORT

- a. The Treasurer's Report for November and December were included in the packet.

16. ADMINISTRATIVE REPORTS were included in the packet.

17. QUESTIONS FROM TRUSTEES/STAFF - There were no questions from Trustees or Staff

MR. PITNEY arrived at 6:02 p.m.

18. PUBLIC WORKS COMMITTEE/REPORT/REQUESTS

- b. A motion was made by MR. MCKINNON, seconded by MR. SMITH to adopt Ordinance 2024-26 AN ORDINANCE ESTABLISHING REQUIREMENTS FOR ACCESS TO PREMISES BY VILLAGE PERSONNEL FOR ANY ACTION NECESSARY RE: WATER METER INSTALLATION, MAINTENANCE, AND REPLACEMENT AND PROVIDING PENALTIES FOR VIOLATION. Motion carried on a unanimous roll call vote.
- c. A motion was made by MR. LEFEVRE seconded by MR. ACKERMAN to adopt Resolution 2025-03R THE 2025 MFT PROJECT- THE WESTFIELD ROAD BOX CULVERT TASK ORDER. Motion carried on a unanimous roll call vote.

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

- a. A motion was made by MR. LEFEVRE, seconded by MR. KIM to adopt Ordinance 2025-01 AN ORDINANCE AMENDING UNIFIED DEVELOPMENT ORDINANCE (ORDINANCE NO. 2019-14) TO MODIFY SPRINKLER REQUIREMENTS. Motion carried on a unanimous roll call vote.

20. POLICE COMMITTEE/REPORTS/REQUESTS – No items for discussion

21. FINANCE COMMITTEE/REPORTS/REQUESTS – No items for discussion

- a. A motion was made by MR. LEFEVRE, seconded by MR. KIM to adopt Resolution 2025-04R A RESOLUTION AUTHORIZING THE OPENING OF A CHECKING ACCOUNT FOR THE STRATEGIC RESERVES FUND. Motion carried on a unanimous roll call vote.

22. LIQUOR COMMITTEE/REPORTS/REQUESTS - No items for discussion.

24. ZONING COMMISSION/REPORTS/REQUESTS - No items for discussion.

25. EXECUTIVE SESSION (CLOSED SESSION) Pursuant to 5ILCS 120/2(c) - No Closed Session needed.

26. NEW BUSINESS

- a. The Goal Setting meeting will be held March 1, 2025, from 9:00 a.m. to 3:00 p.m. at the Town Hall; lunch will be provided. Attendees will be the President, Trustees, and Department Heads.
- a. MR. ACKERMAN asked for information on the aggregation agreement for electricity. He noted right now the ComEd rate is lower.

27. TABLED/DEFERRED ITEMS – none

28. UPCOMING MEETINGS

The next Board meeting will be February 5, 2025, at 6:00 p.m., followed by the Committee of the Whole Meeting.

29. ADJOURNMENT

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

UNAPPROVED

Sally Jo Huggins, Village Clerk

Warrant List

February 05, 2025

Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - \$ 38,961.64

Section 2: Invoices over \$5,000 - \$ 25,186.20

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

Invoices Presented

For Board Approval

Total Invoices: \$ 38,961.64

1/24/2025 10:37 AM

A / P CHECK REGISTER

PACKET: 02926 BOARD PACKET 2/5/25

Section 12. Item #a.

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
016055	AIRGAS USA, LLC D/B/A ENCOMPASS I-5513060528	CYLINDER RENTAL	R	2/05/2025		24.93CR	026302	24.93
000367	CITY OF ROCKFORD I-75003976	WATER ANALYSIS	R	2/05/2025		120.00CR	026303	120.00
000619	CIVICPLUS, LLC I-322057	MUNICODE MEETINGS ANNUAL	R	2/05/2025		4,332.83CR	026304	4,332.83
000546	FURST STAFFING I-2000078645 I-2000078696	LORFELD-GRAY: WEEK END 1/5/25 LORFELD-GRAY: WEEK END 1/12/25	R R	2/05/2025 2/05/2025		268.60CR 550.63CR	026305 026305	 819.23
000536	GILL'S FREEPORT DISPOSAL I-23512145T087	GILLS JAN STATEMENT	R	2/05/2025		19,282.20CR	026306	19,282.20
000731	MENARDS - CHERRY VALLEY I-73822	TEFLON TAPE, SEALANT	R	2/05/2025		149.41CR	026307	149.41
000288	MOTOROLA SOLUTIONS, INC. STARCOM I-8714420240801	STARCOM21 FOR FY 2025	R	2/05/2025		5,904.00CR	026308	5,904.00
000807	PAPER RECOVERY SERVICE CORPORATION I-99388	4TH QUARTER RENTAL FEE	R	2/05/2025		25.00CR	026309	25.00
000051	POSTMASTER I-202501232583	POSTAGE FOR WATER BILLS	R	2/05/2025		750.00CR	026310	750.00
000584	RITTERTECH A DIVISION OF MCE I-E58916-001	HYDR. HOSE: '19 SALT SPREADER	R	2/05/2025		293.62CR	026311	293.62
000422	ROCKFORD INFORMATION TECHNOLOGIES, INC. I-40334 I-40336 I-40457 I-40536 I-40551 I-40593	RESET HUGGINS PASSWORD SETUP LORFELD-GRAY ON PC SETUP CRIMESTAR ON COMPUTERS SWITCH EMAIL DOMAIN TO .GOV ACRONIS CLOUD BACKUP JAN 25 INSTALL CRIMESTAR; WHITE/HAFF	R R R R R R	2/05/2025 2/05/2025 2/05/2025 2/05/2025 2/05/2025 2/05/2025		95.00CR 332.50CR 95.00CR 1,615.00CR 60.00CR 50.00CR	026312 026312 026312 026312 026312 026312	 2,247.50
000033	ROGERS READY MIX & MATERIALS I-329527	RESTOCK FROM WATER MAIN BREAKS	R	2/05/2025		868.45CR	026313	868.45

1/24/2025 10:37 AM

A / P CHECK REGISTER

P

Section 12. Item #a.

PACKET: 02926 BOARD PACKET 2/5/25

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP AP BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000418	SECURITY ALARM							
	I-146878	MONITORING W/ LEASED 11/1-1/31	R	2/05/2025		120.00CR	026314	120.00
016032	TYLER TECHNOLOGIES							
	I-025-491949	UTILITY BILLING CREDIT CARDS	R	2/05/2025		1,446.25CR	026315	1,446.25
000154	USA BLUE BOOK							
	I-INV00579801	WATER TESTING SUPPLIES	R	2/05/2025		977.02CR	026316	
	I-INV00579802	ABS JC-6W SUBMERSIBLE PUMP	R	2/05/2025		1,551.20CR	026316	2,528.22
000623	WANLESS BROTHERS MOVING & STORAGE, LLC							
	I-8068	JANUARY MONTHLY STORAGE	R	2/05/2025		50.00CR	026317	50.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	16	0.00	38,961.64	38,961.64
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	16	0.00	38,961.64	38,961.64

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 02926 BOARD PACKET 2/5/25
VENDOR SET: 01
BANK : AP AP BANK

**** CHECK LISTING ****

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

FUND	PERIOD	AMOUNT

01	2/2025	12,972.95CR
17	2/2025	81.92CR
51	2/2025	25,906.77CR
=====		
ALL		38,961.64CR

SECTION 2:

WARRANT LIST

Invoices Over \$5,000

\$ 25,186.20

These invoices are included in the
Section 1 Warrant List

1/24/2025 12:16 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: 2/05/2025 THRU 2/05/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000536	GILL'S FREEPORT DISPOSAL							
I-23512145T087	GILLS JAN STATEMENT	R	2/05/2025	19,282.20		026306		19,282.20
000288	MOTOROLA SOLUTIONS, INC. STARC							
I-8714420240801	STARCOM21 FOR FY 2025	R	2/05/2025	5,904.00		026308		5,904.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	25,186.20	0.00	25,186.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	2	25,186.20	0.00	25,186.20
BANK: AP TOTALS:	2	25,186.20	0.00	25,186.20
REPORT TOTALS:	2	25,186.20	0.00	25,186.20



Agenda Item Executive Summary

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

BUDGET IMPACT

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

EXECUTIVE SUMMARY

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

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

Once the easement is secured, the project will move forward to the bidding phase. Upon completion of the bidding process, this item will be before the Village Board for formal acceptance of bids before proceeding with construction.

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

ATTACHMENTS (PLEASE LIST)

Fehr Graham Proposal, Project Route Map

ACTION REQUESTED

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

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

Staff: Chad Insko Director of Public Works Date: 2/5/2025

August 21, 2023

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

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

Dear Mr. Eubank,

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

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

Scope of Services

Topographic and Boundary Survey

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

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

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

Permanent Utility Easement

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

Water Main Extension Design

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

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

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

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

Permitting - IEPA

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

Bidding Documents and Bidding Services

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

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

EXCLUSIONS

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

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

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

FEES

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

Engineering Design Fees

Topographic Survey	\$ 9,400
Permanent Utility Easement	\$ 1,900
Water Main Extension Design	\$ 23,900
Permitting - IEPA	\$ 8,400
Bidding Documents & Bidding Services	\$ 4,900

Project Total \$ 48,500

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

AUTHORIZATION

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

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Seth W. Gronewold', is written over a horizontal line.

Seth W. Gronewold, PE
Principal

SWG:adn

Enclosure –
Map

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

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

815.335.2020

Description of Services:

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

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

COST:

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

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature

Name

Title

Date Accepted

CONSULTANT:

By

Name

Title

Date Proposed



Seth W. Gronewold

Principal

August 18, 2023

23-1378

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

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

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

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

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

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

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

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

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

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

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

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

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





February 7, 2024

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

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

Dear Mr. Insko,

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

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

SCOPE OF SERVICES

Additional Permanent Utility Easements

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

FEES

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

EXCLUSIONS

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

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

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

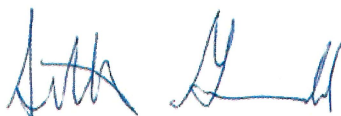
February 7, 2024
 Mr. Chad Insko – Village of Winnebago
 Village of Winnebago – Clayton Court Water Main Looping Additional Services
 Page 2

AUTHORIZATION

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

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

Sincerely,



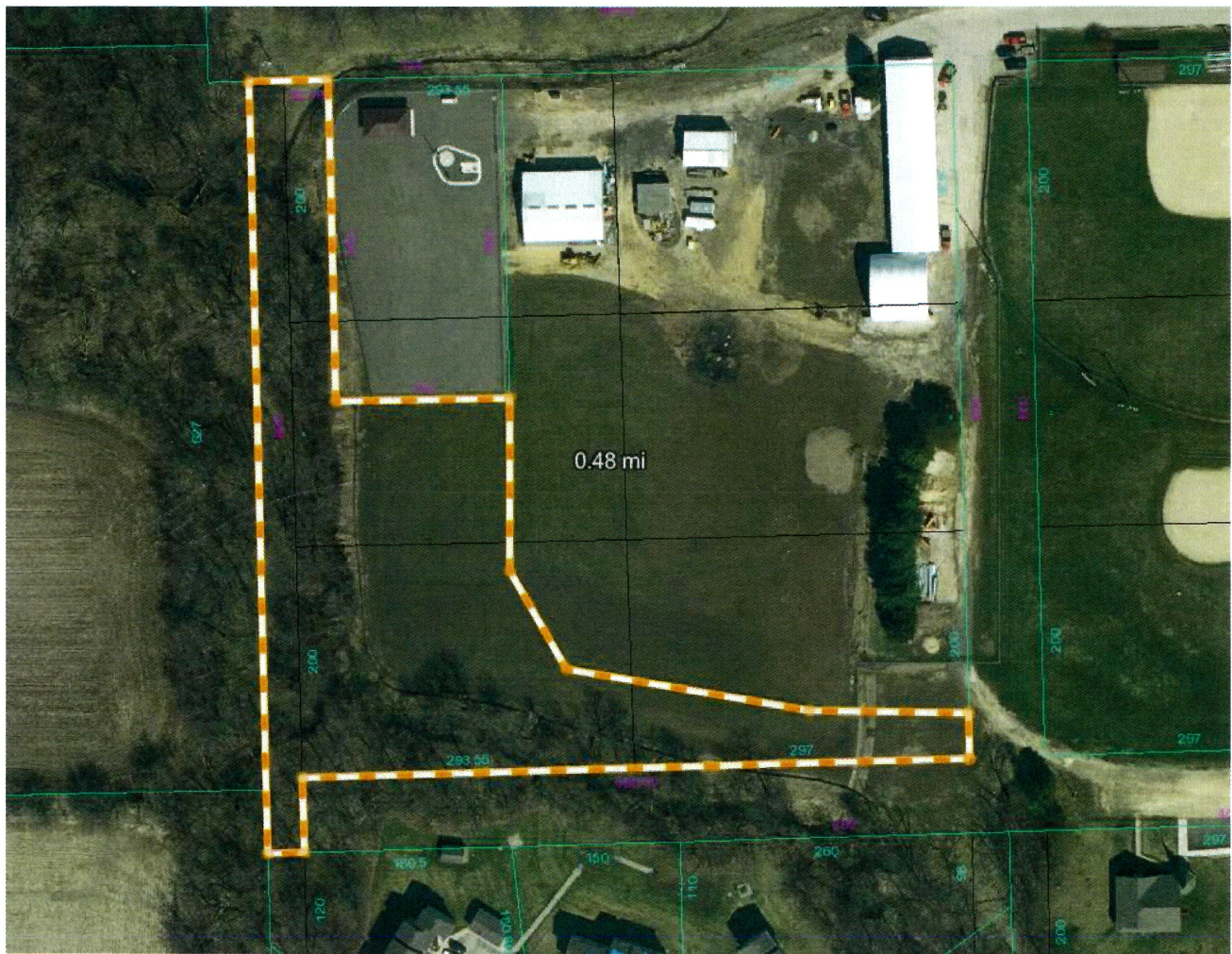
Seth Gronewold, PE
 Principal

SWG:adn

Authorization:

 Date: 2/7/24

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





Agenda Item Executive Summary

Item Name Church and Goodling Street Watermain Looping Bid Acceptance Committee or Board Village Board

BUDGET IMPACT

Amount:	\$17,900.00	Budgeted:	Yes
List what fund:	51-44-534		

EXECUTIVE SUMMARY

Approved in 2024 with the approval of Fehr Graham Task Order 22-837, the Church Street and Goodling Street Water Main Looping Project includes engineering and construction observation, as outlined in the 2024 O/M Budget. This project required easement acquisition and is now prepared to move into the bidding and construction phase.

To date, Fehr Graham has completed the project design, which will eliminate two dead-end water mains, replace two fire hydrants, improve water quality, and potentially double fire flow capacity while ensuring compliance with IEPA-required minimum residual water pressure during fire flows. This item is before the board as the project has now extended into FY 2025, and previously approved funds will be expended in 2025 upon project award. This item will be before the Village Board for formal acceptance of bids before proceeding with construction.

ATTACHMENTS (PLEASE LIST)

Fehr Graham task order 22-837

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: 2/5/2025

August 23, 2024

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

**RE: Village of Winnebago – S Church St & S Goodling St Water Main Looping
22-837 - Additional Services**

Dear President Eubank,

Please accept this proposal for additional professional services for the above-referenced project. The following outlines the additional services and the associated fees.

Fehr Graham will provide professional services pertaining to construction engineering for work associated with the below scope items:

SCOPE OF SERVICES

- » Bidding Documents and Services
 - Fehr Graham will prepare bidding documents and opinion of probable cost, advertisement of bid documents via QuestCDN, issuance of addendums, evaluation of bids, and recommendation of Contract award to the Village Board. This shall also include the coordination and attendance for one (1) pre-bid conference
- » Construction Observation
 - Fehr Graham will provide full-time construction observation services, confirm products delivered to the site, provide construction layout services (water main, valve, and hydrant locations only), and review and confirm construction quantities for payment, as necessary. Fehr Graham will assist, as necessary, to provide support throughout the entirety of the project. Should actual conditions in the field result in the Contractor's request for a change in the contract time, scope, or contract cost for the project, Fehr Graham staff will be involved in the discussions related to any proposed change prior to authorization of change orders. At the conclusion of the project, Fehr Graham will create as-built plans for the Village to use for record and future reference. Fehr Graham will also assist in securing Illinois Environmental Protection Agency (EPA) operating permits for the installed water main. This scope assumes 60 hours of on-site observation.
- » Contract Management
 - As part of this work, Fehr Graham will also prepare contract documents, conduct one (1) pre-construction meeting, complete shop drawing reviews and approvals, prepare documentation of pay quantities, review Contractor provided payrolls as required by the contract documents, review and prepare progress and final pay requests, and complete the project close-out documentation. Further, all field measurements, records, and photo documentation of the proposed improvements will be summarized and provided for permanent record.

FEE SCHEDULE

At this time, Fehr Graham is prepared to complete the scope of work as detailed above in accordance with the following schedule of fees:

Bidding Documents and Services	\$3,800 (Lump Sum)
Construction Observation	\$11,800 (Time and Materials)*
Contract Management	<u>\$2,300 (Time and Materials)</u>
Total	\$17,900

**Note: Construction observation numbers are based on 60 hours of on-site observation for the water main replacement. Should additional contract time be needed by the Contractor, additional compensation will be required.*

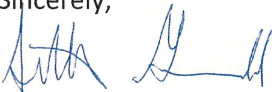
EXCLUSIONS

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

- » Additional design engineering for improvements beyond the scope of the S Church St and S Goodling St water main improvements plans and specs.
- » Construction layout outside of water main, water valves, and hydrant staking.
- » Right-of-way permitting.
- » Geotechnical investigation.
- » Lead service line replacement coordination.
- » Easements and right-of-way acquisition coordination.
- » Material testing (i.e., concrete testing, aggregate base course density testing, Hot-Mix Asphalt density testing).
- » Bacterial testing related to Illinois EPA operating permitting.

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign the authorization line below to include this proposed scope and fee in the existing contract (Fehr Graham Project 22-837) and the associated terms and general conditions. If you should have any questions, please do not hesitate to contact me.

Sincerely,



Seth Gronewold, PE
Principal

SWG:adn

Authorization:

_____ **Date:** _____



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: 2/5/2025

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

Section 18. Item #c.

Mr. Chad Insko – Village of Winnebago

Village of Winnebago – Rebuild Illinois Public Infrastructure Grant Additional Services

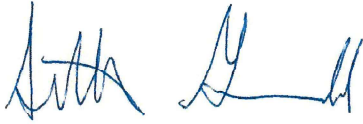
Page 2

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.

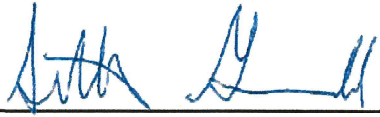
COST:

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) 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	ORDINANCE AMENDING ORDINANCE NO. 97-11 TO ALLOW "BRING YOUR OWN" ("BYO") AT BUSINESSES OPERATING AS A PUBLIC ACCOMODATION	Committee or Board	Village Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

A local golf simulator business approached the Liquor Commission at its December 18, 2024, meeting to request an exception to the Village's liquor ordinance that would allow patrons to bring their own alcoholic beverages to their establishment. Following that meeting, the Village Attorney drafted an ordinance reflecting the Commission's discussion. The ordinance was reviewed at the January 8, 2025, Liquor Commission meeting, during which the Commission voted to recommend its approval to the Village Board.

The proposed ordinance amends Ordinance No. 97-11 to permit a "Bring Your Own" ("BYO") liquor policy for businesses operating as a public accommodation under specific conditions. Key provisions include:

- BASSET training requirement for at least one on-site staff member whenever alcohol is consumed.
- A requirement for liquor liability insurance (dram shop insurance).
- An annual license fee.
- Prohibition on alcohol storage on the premises.

The ordinance also outlines eligibility criteria, operational conditions, and quantity restrictions to ensure responsible alcohol consumption. The Board is now asked to review the proposed ordinance and consider its approval.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2025-__, AN ORDINANCE AMENDING ORDINANCE NO. 97-11 TO ALLOW "BRING YOUR OWN" ("BYO") AT BUSINESSES OPERATING AS A PUBLIC ACCOMMODATION.

Staff: Joey Dienberg, Village Administrator Date: 2/5/2025



Agenda Item Executive Summary

Draft Resolution Authorizing Village President to Sign
Extension to Illinois Cash Farm Lease with Steven
Mitchell to February 28, 2026 for Village-Owned
Property in Winnebago Highlands

Committee or
Board Board

Item Name

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Pursuant to settlement of a lawsuit filed against Mantle Development Group, LLC, in 2020 and settled in March of 2021, the Village of Winnebago acquired 34.9 acres of land located within the corporate limits of the Village of Winnebago from Developer Mantle Development Group, LLC. Approximately 25 of those acres consist of tillable farmland, although not of stellar quality because the topsoil on the land had all been stripped, and was not otherwise properly maintained by the prior owner, or those who the prior owner allowed to farm the land. While the end goal is to sell the land, in the interim, pursuant to a lease agreement initially entered with local farmer Steven Mitchell for the lease term of approximately April 12, 2021 to February 28, 2022, the land is currently farmed by Steven Mitchell. That lease was extended, per resolution, from February 28, 2022 to February 28, 2023, then, per Resolution No. 2023-04R, for the lease term from February 28, 2023 to February 29, 2024, and then, per Resolution No. 2024-08R, for the lease term from February 29, 2024 to February 28, 2025. Mr. Mitchell pays \$1,200.00 annually to farm those approximate 25 tillable acres with corn, soybeans, wheat, or alfalfa, and in consideration of the low rental price, agrees to mow all the non-tillable land of the 34.9 acres according to the Village ordinance requirements, which relieves the Village of the responsibility for the maintenance of the same by its own staff or the hiring out of a third party, the latter of which would cost approximately \$20,800.00 per year.

Although the lease term is for a year at a time, the Village still has the right to sell the land in the interim, and the only financial obligation of the Village to Steven Mitchell as Lessee would be that if due to the sale of the land the crops of the Lessee were destroyed, the Village as Lessor shall reimburse Steven Mitchell as Lessee, upon proof of expenditure, for the cost of inputs having been expended to plant the affected acreage for farming, which shall include the cost of seed, fertilizer, chemicals, and like materials, but shall not include the labor costs for such input process or the value of the crops.

This lease is up for renewal again, for the lease term of February 29, 2025 to February 28, 2026, with there being oral expression for the continuance of the lease, and the matter now being finalized with this resolution.

It is to be noted that due to sale of certain portions of the land by the Village in 2023 and 2024, the current total acreage owned by the Village is 33.27 acres, rather than the 34.9 acres listed in the original lease.

ATTACHMENTS (PLEASE LIST)

Draft Resolution

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2025-__R, A RESOLUTION AUTHORIZING VILLAGE PRESIDENT TO SIGN EXTENSION TO ILLINOIS CASH FARM LEASE WITH STEVEN MITCHELL TO FEBRUARY 28, 2026 FOR VILLAGE-OWNED PROPERTY IN WINNEBAGO HIGHLANDS

Staff: Rachel Windgassen, Assistant Deputy Clerk Date: 2/5/25

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2025- _____

RESOLUTION AUTHORIZING VILLAGE PRESIDENT TO SIGN EXTENSION TO ILLINOIS CASH FARM LEASE WITH STEVEN MITCHELL TO FEBRUARY 28, 2026 FOR VILLAGE-OWNED PROPERTY IN WINNEBAGO HIGHLANDS

WHEREAS, pursuant to settlement of a lawsuit filed against Mantle Development Group, LLC, in 2020 and settled in March of 2021, the Village of Winnebago acquired 34.9 acres of land located within the corporate limits of the Village of Winnebago from Developer Mantle Development Group, LLC, and

WHEREAS, approximately 25 of those acres consist of tillable farmland, although not of stellar quality because the top soil on the land has all been stripped, and not otherwise properly maintained by the prior owner, or those who the prior owner allowed to farm the land; and

WHEREAS, although the Village plans to market the land for development since it is in a prime development area in the Village of Winnebago, significant actions need to be taken in order to both prepare the land for sale and maintain the land in the interim; and

WHEREAS, the Village Board of Trustees, pursuant to Resolution No. 2021-07R passed by said Board of Trustees on April 12, 2021, authorized the Village President to sign a lease agreement with local farmer Steven Mitchell for the lease term of approximately April 12, 2021 to February 28, 2022, wherein he would pay \$1,200.00 annually to farm those approximate 25 tillable acres with corn, soybeans, wheat, or alfalfa, and in consideration of the low rental price, would agree to mow all the non-tillable land of the 34.9 acres according to the Village ordinance requirements, which would relieve the Village of the responsibility for the maintenance of the same by its own staff or the hiring out of a third party, the latter of which at that time would cost approximately \$20,800.00 per year, and would have increased over the years based on general rising labor costs;; and

WHEREAS, although the lease term would be for a year at a time, the Village would still have the right to sell the land in the interim, and the only financial obligation of the Village to Steven Mitchell as Lessee would be that if due to the sale of the land the crops of the Lessee were destroyed, the Village as Lessor shall reimburse Steven Mitchell as Lessee, upon proof of expenditure, for the cost of inputs having been expended to plant the affected acreage for farming, which shall include the cost of seed, fertilizer, chemicals, and like materials, but shall not include the labor costs for such input process or the value of the crops; and

WHEREAS, in October of 2021, the original lease was extended, per resolution, for the term of February 28, 2022 to February 28, 2023; in February of 2023 it was extended from February 28, 2023 to February 29, 2024; and in February of 2024 it was extended, per resolution, from February 29, 2024 to February 28, 2025; and

WHEREAS, since the lease is a farm rental lease, pursuant to statutory requirements, failure to execute an extension to the lease at least four months prior to its extension expiration on the date of February 28, 2025, shall be constructive notice of allowing the lease to expire; and

WHEREAS, irrespective of the above statutory provision, both Landowner (Lessor) and Tenant desire at this time to extend the farm rental lease for one more year; and

WHEREAS, Lessee in extending the lease for another year after its scheduled expiration date, has or will plant winter wheat, which is a nutrient providing crop, and an allowed type of planting under the terms of the original lease and/or any other type of planting allowed under the terms of the original lease; and

WHEREAS, on or about April 24, 2023 the Village sold 1.1 acres of the property owned to Ryan Winter and Joseph Kapp, and October 28, 2024 the Village sold the two condominium lots it owned, which contained .26 acre and .27 acre, respectively, so the total acreage owned by the Village after these sales was then 33.27 acres; and

WHEREAS the Village Board hereby finds that it is in the best interest of the citizens of the Village to authorize the Village President to sign an extension of the Illinois Cash Farm Lease with Steven Mitchell for an additional one year lease term of February 28, 2025 to February 28, 2026 for the 33.27 acres of land in Winnebago Highlands currently owned by the Village of Winnebago, which extension document is attached hereto as Exhibit “A”.

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

SECTION 1. RECITALS

The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the Village Board of Trustees of the Village of Winnebago as if fully set forth in this section.

SECTION 2. APPROVAL

The Village President shall be and hereby is authorized to execute the aforesaid Extension to Illinois Cash Farm Lease with Steven Mitchell for the 33.27 acres in Winnebago Highlands currently owned by the Village of Winnebago, for the lease term of February 28, 2025 to February 28, 2026, according to all other terms and conditions of the original lease as detailed in the attached copy of the original lease marked Exhibit “B”, except as otherwise stated herein due to the change in acreage ownership by the Village.

(The remainder of this page purposely left blank.)

SECTION 3. EFFECTIVE DATE

This Resolution shall be in full force and effect upon the passage and approval of this Resolution.

PASSED AND ADOPTED this _____ day of February, 2025.

APPROVED:

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

ATTEST:

Sally Jo Huggins, Village Clerk

AYES: _____ **NAYS:** _____ **ABSENT:** _____
PUBLISHED IN PAMPHLET FORM: _____

Prepared by: Attorney Mary J. Gaziano, Village Attorney

EXTENSION TO ILLINOIS CASH FARM LEASE
(original lease period of 4/12/21 to 2/28/22)
(Village of Winnebago/Mitchell)
(approximately 34.37 acres in Winnebago County)

THE ABOVE LEASE shall be extended from the ending date of February 28, 2025 to February 28, 2026, with all other terms and conditions as contained in the original lease for the term of April 12, 2021 to February 28, 2022, lease, as previously extended, which are not in conflict with the provisions stated above, to remain in full force and effect. Accordingly, inter alia, per the terms of the original lease, irrespective of the fact that this document extends the lease for another year, the Village still has the right to sell the land in the interim, and the only financial obligation of the Village to Steven Mitchell as Lessee would be that if due to the sale the crops of the Lessee were destroyed, the Village as Lessor shall reimburse Steven Mitchell as Lessee, upon proof of expenditure, for the cost of inputs having been expended to plant the affected acreage for farming, which shall include the cost of seed, fertilizer, chemicals, and like materials, but shall not include the labor costs for such input process or the value of the crops. This extension document shall be attached to the back of the original lease document.

Also, via this extension document, the clarification is being made that the Village no longer owns part of the property that was listed on the initial lease as 14-09-126-015 (formerly 14-09-126-013), which property was later reassigned by the Supervisor of Assessment's Office the Property Identification Number (P.I.N.) of 14-09-126-015, and then was re-platted into 4 parcels, namely, 14-09-126-017, 14-09-126-018, 14-09-126-019, and 14-09-126-020. Of these latter 4 parcel numbers, the Village still owns all of the same except for P.I.N. 14-09-126-019 which consists of approximately 1.1 acres and was sold to Ryan Winter and Joseph Kapp on or about the date of April 24, 2023.

Also, via this extension document, the clarification is being made that the Village no longer owns Property Identification Numbers (PINs) 14-09-126-011 (Thomas Avenue) and 12-09-127-004 (Thomas Avenue), as these were vacant condominium lots that were sold by the Village on or about October 28, 2024. One such condominium lot contains .26 acre and the other contains .27 acre. Such properties and their associated PINs were not ever included in the land farmed by Steven Mitchell as Lessee because they were not conducive to farming based on the fact they are condominium lots. However, the fact of their sale on or about October 28, 2024 is being referenced in this extension document since their sale decreases the total acreage owned by the Village the was referenced in the initial Illinois Cash Farm Lease. The Village, as of the date of October 28, 2024 owned a total of approximately 33.27 acres of land, which is a decrease from the total 34.9 acres referenced in the original lease, and reflective of the sale of the property to Ryan Winter and Joseph Kapp and the condominium lots.

Village of Winnebago, IL
 an Illinois Municipal Corporation,
 Landowner (Lessor)

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

Dated: _____

 Steven Mitchell, Tenant

Dated: _____

Prepared by: Attorney Mary J. Gaziano, Village Attorney

Illinois Cash Farm Lease

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out any provisions that are not to become a part of the contract and add any additional provisions that are desired. If preparing the lease manually, use ink or typewriter; however, the web-based lease form can be filled in on-line before printing. This lease form is available on the farmdoc website at http://www.farmdoc.uiuc.edu/legal/form_lease_form_abs.html. Additional leasing information can be found in the Leasing Fact Sheets prepared by University of Illinois Farm Business Management Educators located at http://www.farmdoc.uiuc.edu/manage/leasing_fact_sheets.html. Note: A lease creates and alters legal rights; thus, Landowners and Tenants may want to discuss specific lease provisions with their respective legal advisors.

Date and names of parties. This lease is entered into on April, 2021, between:

Lessor(s) (Insert Landowner's exact name): Village of Winnebago, an Illinois Municipal Corporation

whose mailing address is 108 W. Main Street, Winnebago, IL 61088

and

Lessee(s) (Insert Tenant's exact name): Steven Mitchell

whose mailing address is _____

and whose Social Security Number or Employer Identification Number is _____

The parties to this lease agree to the following provisions.

Section 1. Description of Rented Land and Length of Tenure

A. Description of Land. The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of Winnebago and the State of Illinois and described as follows:

(See attached legal description (which EXCEPTS P.I.N. 14-09-126-011 and 14-09-127-004, as the same are condominium lots that are not conducive to farming) and consists of approximately 25 tillable acres as there*

commonly know as the Vill.-owned Winn. Highlands land farm and consisting of approximately 34.37 acres, together with all buildings and improvements thereon belonging to the Lessor, except _____

B. Length of tenure. The term of this lease shall be from April, 2021, to February 28, 2022, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be in writing and attached to this lease, and both parties agree that failure to execute an extension at least 4 months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

*are approximately 10 acres of retention pond, as well as acreage that cannot be tilled in waterways and right-of-ways that include water boxes and fire hydrants, and also land that is not tillable in sewer easements and buffer acreage near existing homes/businesses.

Section 2. Fixed Cash Rent (With Option for Indexing)

Tenant agrees to pay Landowner an annual fixed cash rent as identified below; however, if the "option for indexing" is also completed, the rent shall be adjusted as described in the option for the years following the first year.

Fixed Rent: The annual cash rent shall be the sum of \$ \$1,200.00 (lump sum). This represents approx. 25 acres of cropland at \$ _____ per acre, plus _____ acres of _____ at \$ _____ per acre, plus _____ acres of _____ at \$ _____ per acre, plus _____

Option for Indexing: After the first year, the annual cash rent for a particular lease year shall be the Fixed Rent identified above, but adjusted annually after the first year as follows: Not Applicable. Also, the above reduced lump sum rental amount is in consideration of the fact Lessee, at no additional cost to the Lessor, shall mow, according to Village ordinance requirements, the non-tillable portion of the total 34.9 acres owned by the Village, including, but not limited to, the condo lots, and the approximately 10 acres of retention pond, waterways, right-of-ways, sewer easements, and buffer acreage.

Farmdoc Form: CL 01-0912. Form edited by D. L. Uchtmann, Professor of Agricultural Law, and Denny Ehrnwald, Extension Educator. The editors express appreciation to other University of Illinois Extension Farm Business Management and Marketing Educators for their assistance with this form.

CAUTION: "Flexible Rent" may cause a lease to be treated like a "share lease" under federal regulations (e.g., 7 CFR 1412.504) stating how government agricultural program payments can be divided between landlord and tenant. Consult with your legal advisor.

Section 2 (Alternate). Flexible Rent Using Option I, II, or III

Note: Strike either Section 2 or Section 2 (Alternate). The cash rent can be flexible and change each crop year. A base rent can be established and adjusted based upon yield and/or price fluctuations. The factors to be used in adjusting the rent in Options I and II must be listed below.

Crop(s)	Base cash rent (per acre)	Base yield (bu or ton/acre)	Base price (per bu or per ton)	Min. cash rent (per acre)	Max. cash rent (per acre)
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

The current price for the current year shall be the average price at close of day based on the following time period(s) and locations(s):

Crop(s)	Price source
Day Month through Day Month at	
Day Month through Day Month at	
Day Month through Day Month at	

A. For each lease year, the per-acre base cash rent for each crop shall be adjusted at the close of the cropping season by one of the following methods:

OPTION I - FLEXING FOR PRICE ONLY

Crop(s)	Base rent	x (Current price + Base price)	=Rent/acre ¹	x Acres grown	= Adj. Rent for year
	\$	x \$	= \$	x	= \$
	\$	x \$	= \$	x	= \$
	\$	x \$	= \$	x	= \$
				Total all crops	= \$

OPTION II - FLEXING FOR PRICE AND YIELD

Crop(s)	Base rent	x (Current price + Base Price)	x (Current yld ² + Base yld)	=Rent/acre ¹	x Acres grown	= Adj. Rent for year
	\$	x \$	x \$	= \$	x	= \$
	\$	x \$	x \$	= \$	x	= \$
	\$	x \$	x \$	= \$	x	= \$
					Total all crops	= \$

OPTION III - OTHER PROCEDURE TO BE USED

B. Additional Rent for Inflexible items (complete at beginning of lease period)

Pasture	\$
Hay land	\$
Other inflexible cropland	\$
Timber, wasteland	\$
Farmstead	\$

TOTAL INFLEXIBLE RENT \$

C. TOTAL RENT FOR YEAR: Sum the Flexible cropland rent (calculated from Part A, Option I, II or III) and the Total Inflexible Rent (from Part B)
\$

¹ If calculated figure is less than "Min. cash rent" in "Basic Information," use the set minimum. If calculated figure is more than "Max cash rent" in "Basic Information," use the set maximum.

² The current yield shall be the "farm" yield for the current lease year.

Section 3. Investments and Expenses

A. The Landlord agrees to furnish the property and to pay the items of expense listed below:

1. The above-described farm, including fixed improvements.
2. Materials for necessary repairs and improvements to buildings and permanent fences except as agreed to in B4 and amendments to this lease.
3. Skilled labor employed in making and repairing improvements and all labor for painting buildings.
4. Taxes on land, improvements, and personal property owned by the Lessor, and liability insurance on land.
5. Fire and wind insurance, at a fair replacement value, on the residences and all buildings owned by the Lessor and used by the Lessee in storing or housing grain, feed, livestock and equipment.
6. Ground limestone: Lessor is to furnish _____ percent or share of total cost, including hauling and spreading.
7. A water supply adequate for household use and _____ animal units of livestock.
8. Other items:
None

B. The Lessee agrees to furnish the property and to pay the items of expense listed below:

1. All the machinery, equipment, labor, fuel, and power necessary to farm the premises properly.
2. The hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.
3. All seed, inoculation, disease-treatment materials, and fertilizers, except that which the Lessor agrees to furnish above.
4. The following described items and all other items of expense not furnished by the Lessor as provided in A:
Any liability insurance desired by Tenant, other than the liability insurance designated hereinabove provided by the Lessor, shall be the responsibility of the Lessee.

Section 4. Tenant's Duties in Operating Farm

The Tenant further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
3. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
6. To keep the buildings, fences (including hedges), and other improvements in good repair and condition as they are when the Tenant takes possession or in as good repair and condition as they may be put by the Lessor during the term of the lease — ordinary wear, loss by fire, or unavoidable destruction excepted.
7. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.
8. To keep the farmstead neat and orderly.
9. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
10. To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide to the Lessor, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm.
13. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.
15. Other: (See provisions stated in other sections of this document.)

B. Activities restricted. The Tenant further agrees, unless the written consent of the Lessor has been obtained:

1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to add electrical wiring, plumbing, or heating to any building. (If consent is given such additions must meet standards and requirements of power and insurance companies.)
4. Not to plow permanent pasture or meadowland.
5. Not to allow any stock on any tillable land except by annual agreement.
6. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
7. Not to cut live trees for sale purposes or personal uses.
8. Not to erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs.
9. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.
10. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here:
11. Other: N/A

Section 5. Management and Business Procedures

The Lessor and Tenant agree that they will observe the following provisions (Strike out any not desired.)

A. General Cropping System. Except when mutually decided otherwise, the land use and cropping shall be approximately as follows:

~~_____ acres for rotated crops~~
~~_____ acres in permanent pasture~~
~~_____ acres in non-grazed woodland~~
~~_____ acres in building and lots~~
~~_____ acres in other _____~~

B. Insurance. For the term of the lease, Tenant shall maintain insurance with a carrier acceptable to the Landlord, insuring Tenant while performing on these premises hereunder for the following types and in stated minimum amounts:

Crop Insurance: \$ _____ per acre
 Liability Insurance: \$ 1,000,000.00 per person
 \$ 2,000,000.00 per occurrence
 Property Damage: \$ 2,000,000.00 per occurrence
 Workers Compensation: As required by statute

Tenant shall furnish Landlord with a Certificate of Insurance and give notice of termination of coverage.

Tenant agrees that all applicable insurance policies name the Landlord as an additional insured

C. Financial and production records. The Tenant agrees to keep financial and production records of the farm business and to furnish an annual report to the Lessor, on such forms as the Lessor may provide, on or before _____

D. Cash Rent Installments. The cash rent shall be paid each year in the following installments:

Dollars of percent of rent due	Date Due
\$1,200.00	at signing
_____	_____
_____	_____
Balance Due Total Due	\$1,200.00

E. End of lease reimbursements. At the end of this lease, the Lessor agrees to reimburse the Tenant:

1. For the Tenant's remaining cost in limestone. The Tenant's remaining cost shall be calculated by depreciating the Tenant's net cost at the rate of _____ percent annually.

2. For the Tenant's cost of soluble phosphate (P_2O_5) and potash (K_2O) fertilizers applied on crops harvested for grain in the last year of this lease minus the amount of these plant food elements, valued at the same rates, contained in the Tenant's share of these crops.

3. _____

F. Land use in last year of lease. If, during the last six months of the lease term, or after notice to terminate has been given if this lease has become a year to year lease, the parties fail to agree on questions of land use, cropping system, fertilizer applications, or any deviations from the lease provisions, then the specific agreements in this lease shall prevail or, in the absence of agreements in the lease, the Lessor shall decide and the Tenant agrees to abide by the Lessor's decisions. The Lessor's decisions shall not contradict any provisions in this lease or violate good farming procedures.

G. Conservation. Both Lessor and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices recommended by the Natural Resource Conservation Service and to cooperate with that agency's soil and water conservation programs.

H. Tenant responsible for hired labor. The Tenant shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.

I. Other management agreements: none other than as elsewhere stated herein

Section 6. Default, Possession, Landlord's Lien, Right of Entry, Mineral Rights, Liability, Extent of Agreement

The Lessor and Tenant agree to the following provisions. (Strike out any not desired.)

A. Termination upon default. If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 30 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.

B. Yielding possession. The Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Tenant fails to yield possession, the Tenant shall pay to the Lessor a penalty of \$100.00 per day or the statutory double rent, whichever is less, for each day the Tenant remains in possession thereafter, in addition to any damages caused by the Tenant to the Lessor's land or improvements, and said payments shall not entitle the Tenant to any interest of any kind or character in or on the premises.

C. Landlord's lien. The Landlord's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Tenant in favor of Landlord, shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. The Tenant shall provide the Lessor with the names of persons to whom the Tenant intends to sell crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Tenant consents to any filing required by law to perfect the statutory landlord's lien upon crops. If the Tenant fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant.

D. Landowner's right of entry. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of crops, to develop mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations.

E. Mineral rights. Nothing in this lease shall confer upon the Tenant any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant's opportunity to make a satisfactory return.

F. Landowner liability. The Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

G. Binding on heirs, etc. The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Tenant in like manner as upon the original parties.

Section 7. Additional Lease Provisions

1. If any or all of the acreage is sold by the Village during the term of this lease, and the crops of Lessee are destroyed, Lessor shall reimburse Lessee upon proof of expenditure, for the cost of inputs to plant affected acreage for farming, which shall include the cost of seed, fertilizer, and chemicals, and like materials, but shall not include the labor costs for such input process or the value of the crops.

2. This lease is for the raising of agricultural crops only, and no other purpose
 Signatures of parties to lease: whatsoever without Tenant first obtaining written consent of Landlord. Corn, soybean, wheat, or alfalfa to be planted.**

_____	Landowner	_____	Date
_____	Landowner	_____	Date
By _____	Agent	_____	Date
_____	Tenant	_____	Date
_____	Tenant	_____	Date

Amendments and Extensions to the Lease

(Must be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, bathrooms, water systems, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss.

Description and location of the improvement	Tenant's net cost	Annual rate of depreciation (percent)	Date depreciation begins	Signatures and Date Signed
1.				Lessor:
				Tenant:
2.				Lessor:
				Tenant:
3.				Lessor:
				Tenant:

B. Lessor's written consent to Tenant's participation in items in Section 4, Clause B.

1. Item: _____ Description and restrictions: _____

 Date: _____ Lessor's Signature _____

2. Item: _____ Description and restrictions: _____

 Date: _____ Lessor's Signature _____

C. Other amendments: To be dated, signed and attached to both Landowner's and Tenant's copies of lease.

D. Lease Extensions

Lease Extension # 1	Lease Extension # 2	Lease Extension # 3
This lease, originally dated _____, 20____, shall be extended _____.	This lease, originally dated _____, 20____, shall be extended _____.	This lease, originally dated _____, 20____, shall be extended _____.
From _____, 20____	From _____, 20____	From _____, 20____
To _____, 20____	To _____, 20____	To _____, 20____
Signed: _____, 20____	Signed: _____, 20____	Signed: _____, 20____
_____ Lessor	_____ Lessor	_____ Lessor
_____ Tenant	_____ Tenant	_____ Tenant

LEGAL DESCRIPTION
FOR
MITCHELL CASH FARM LEASE
(34.37 ACRES)

THE PROPERTY COMMONLY KNOWN AS: Comly and Kasch Rd., Winnebago, IL 61088

PARCEL IDENTIFICATION NUMBERS:

- 14-09-126-015 (formerly 14-09-126-013)
- 14-09-127-007
- 14-09-102-004
- 14-09-128-001
- 14-09-128-002
- 14-09-129-001
- 14-09-129-002

LEGALLY DESCRIBED AS:

PARCEL I:

BLOCKS ONE (1), TWO (2), THREE (3), FOUR (4), NINETEEN (19) AND TWENTY (20) AS DESIGNATED UPON THE PLAT OF CANAL TRUSTEE'S ADDITION TO THE TOWN OF WINNEBAGO, THE PLAT OF WHICH ADDITION IS RECORDED IN BOOK 32 OF DEEDS ON PAGES 320 AND 321 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, ALSO, SO MUCH OF GOODLING STREET WHICH LIES NORTH OF THIRD NORTH STREET AND SOUTH OF NORTH LINE OF BLOCKS TWO (2) AND THREE (3) IN SAID ADDITION WHICH WAS VACATED BY AN ACT OF THE GENERAL ASSEMBLY OF THE STATE OF ILLINOIS, EXCEPTING THEREFROM PART OF BLOCK NINETEEN (19) AND PART OF GOODLING STREET (VACATED BY AN ACT OF THE GENERAL ASSEMBLY OF THE STATE OF ILLINOIS), AS DESIGNATED UPON THE PLAT OF CANAL TRUSTEE'S ADDITION TO THE TOWN OF WINNEBAGO, THE PLAT OF WHICH ADDITION IS RECORDED IN BOOK 32 OF DEEDS ON PAGES 320 AND 321 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, 2 ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK EIGHTEEN (18) AS DESIGNATED UPON SAID PLAT

(ALSO BEING THE WEST RIGHT OF WAY LINE OF GOODLING STREET); THENCE NORTH 00 DEGREES 06 MINUTES 27 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 436.35 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 51 SECONDS EAST PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF THIRD NORTH STREET, A DISTANCE OF 299.04 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS EAST A DISTANCE OF 436.35 FEET TO THE NORTH RIGHT OF WAY LINE OF THIRD NORTH STREET; THENCE SOUTH 89 DEGREES 58 MINUTES 51 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING; ALSO EXCEPTING THEREFROM THE FINAL PLAT NO. 1 WINNEBAGO HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE

FOURTH PRINCIPAL MERIDIAN, THE PLAT OF WHICH IS RECORDED IN BOOK 47 OF PLATS ON PAGE 122 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; FURTHER EXCEPTING THEREFROM FINAL PLAT NO. 2 WINNEBAGO HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN, THE PLAT OF WHICH IS RECORDED IN BOOK 47 OF PLATS ON PAGE 167 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; FURTHER EXCEPTING THEREFROM WINNEBAGO HIGHLANDS CONDOMINIUMS AS DELINEATED ON A SURVEY OF CERTAIN LOTS, OR PARTS THEREOF, IN THE FINAL PLAT NO. 2 WINNEBAGO HIGHLANDS, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 47 OF PLATS ON PAGE 167 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS AND/OR PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0661461, WHICH CAN BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS; FURTHER EXCEPTING THEREFROM THE FINAL PLAT CROSSROADS SUBDIVISION, BEING A PART OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN AND BEING A PART OF BLOCKS 2 AND 19 OF CANAL TRUSTEE'S ADDITION TO THE TOWN OF WINNEBAGO, THE PLAT OF WHICH FIRST NAMED SUBDIVISION IS RECORDED IN BOOK 49 OF PLATS ON PAGE 165A IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; ALL BEING SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PARCEL II:

LOTS FOUR (4), EIGHT (8), NINE (9), TEN (10) AND ELEVEN (11) AS DESIGNATED UPON THE FINAL PLAT NO. 1 WINNEBAGO HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN, THE PLAT OF WHICH IS RECORDED IN BOOK 47 OF PLATS ON PAGE 122 IN THE RECORDER'S OFFICE OF 3 WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PARCEL III:

LOTS FIFTEEN (15) AND SEVENTEEN (17) AS DESIGNATED UPON THE FINAL PLAT NO. 2 WINNEBAGO HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN, THE PLAT OF WHICH IS RECORDED IN BOOK 47 OF PLATS ON PAGE 167 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PARCEL IV:

THAT PORTION OF VACATED COMLY ROAD THAT LIES NORTH OF BLOCKS ONE (1), TWO (2), THREE (3) AND FOUR (4) (AND THAT HAS NOT BEEN PREVIOUSLY EXCEPTED OUT IN THE ABOVE PARCELS), AS DESIGNATED UPON THE PLAT OF CANAL TRUSTEE'S ADDITION TO THE TOWN OF WINNEBAGO, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH ADDITION IS RECORDED IN BOOK 32 OF DEEDS ON PAGES 320 AND 321 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, SAID

COMLY ROAD WAS VACATED IN 2006 AND RECORDED AS DOCUMENT NO. 0618079; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

EXCEPTING THEREFROM THE PORTION OF THE ABOVE LEGAL DESCRIPTION WHICH APPLIES TO PARCEL 14-09-126-011 (.27 ACRE) AND PARCEL 14-09-127-004 (.26 ACRE), AS THESE TWO PARCELS ARE FOR CONDOMINIUM LOTS, AND NOT CONDUCIVE TO FARMING