



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, March 04, 2026 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

This meeting is being recorded

1. RECORDING OF THE MEETING

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL & ESTABLISHMENT OF A QUORUM

5. MEETING GUIDELINES

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

6. DISCLOSURE OF ANY CONFLICT OF INTEREST

7. CHANGES TO AGENDA

8. PUBLIC COMMENT: *Each speaker is limited to three (3) minutes. A maximum of thirty (30) minutes shall be generally allowed for public comment at each meeting.*

9. CONSENT AGENDA: *All items on the Consent Agenda denoted with an asterisk (*) are routine in nature and will be enacted in one motion. The Consent Agenda for this meeting includes:*

[a.](#) *Approval of Board Trustees Meeting Minutes from February 18, 2026

[b.](#) *Approval of Invoices Presented for Payment \$14,177.18

10. PRESIDENT'S REPORT

11. TREASURER'S REPORT

a. Monthly Treasurer's Report (Presented at the second meeting of each month)

12. DEPARTMENT HEAD REPORTS

a. Administrator Report *(Written reports generally presented at the second meeting of each month)*

- b. Police Chief Report (*Written reports generally presented at the second meeting of each month*)
- c. Public Works Director Report (*Written reports generally presented at the second meeting of each month*)

13. ACTION ITEMS

- a. A Resolution Authorizing The Issuance Of A Request For Proposals For Professional Planning Services For A Comprehensive Plan And Unified Development Ordinance Update For The Village Of Winnebago
- b. An Ordinance Appropriating For All Corporate Purposes Of The Village Of Winnebago, Winnebago County, Illinois, For The Fiscal Year Beginning January 1, 2026, And Ending On December 31, 2026
- c. A Resolution Authorizing The Execution Of An Engagement Letter With The Benning Group, Llc For Independent Auditing Services
- d. A Resolution Approving An Agreement For Professional Services With Fehr Graham For Construction Management Services Related To The West Main Street Widening Project
- e. A Resolution Approving And Authorizing The Implementation Of The Village Of Winnebago Annual Sidewalk Repair And Replacement Program And Safe Step Sidewalk Program Funding
- f. Swift Street Bid Acceptance
- g. Westfield Road Box Culvert Bid Acceptance

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

15. NEW BUSINESS

16. UPCOMING MEETINGS

- a. Board of Trustees Meeting: March 18, 2026
- b. Committee of the Whole Meeting: March 18, 2026
- c. Special Board Meeting: March 10, 2:50 P.M., Winnebago High School Library

17. ADJOURNMENT

**Posted: February 27, 2026 at 4:15 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491
/s/ Joey Dienberg, Village Administrator**

The Board of Trustees of the Village of Winnebago met in person on February 18, 2026, 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 – GRAHAM –LEFEVRE -, present
 ATTENDING REMOTELY: - MCKINNON
 ABSENT: KIM - SPRINGER

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

4. ROLL CALL & ESTABLISHMENT OF A QUORUM - A quorum was established.

5. MEETING GUIDELINES

A motion was made by MR. GRAHAM, seconded by MR. LEFEVRE to allow Trustee MCKINNON to participate fully as he was out of town on business. Motion carried on a voice vote.

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

7. CHANGES TO THE AGENDA – No changes to the agenda.

8. PUBLIC COMMENT – No one requested to address the Board.

9. CONSENT AGENDA

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

- a. *Approval of Board Trustees Meeting Minutes from February 04, 2026
- b. *Approval of Invoices Presented for Payment \$ 43,070.60
- c. *Resolution 2026-06R A Resolution Authorizing Village President to Sign Extension to Illinois Cash Farm Lease with Steven Mitchell to February 28, 2027, for Village-Owned Property in Winnebago Highlands was approved as a part of the consent agenda.

10. PRESIDENT'S REPORT – Not provided.

11. TREASURER'S REPORT – Not provided.

12. DEPARTMENT HEAD REPORTS

- a. Administrator Report – Was included in the packet.
- b. Police Chief Report – Was included in the packet
- c. Public Works Director – Was not provided.

13. ACTION ITEMS

- a. The Task Order with Fehr Graham for the Platting Service related to Kasch Drive Infrastructure Improvements have been received but more information is needed for the resolution.
- b. A motion was made by MR. LEFEVRE, seconded by MR. GRAHAM to adopt Resolution 2026-07R A Resolution Accepting the Bid for the W Main Street Widening Project and Awarding the Contract to Helm Civil. Motion carried on a unanimous roll call vote of those present.
- d. The Swift Street project remains open. There will be a design kick-off upcoming.
- e. The Westfield Road Box Culvert project remains open.

15. NEW BUSINESS:

Lindsey Metcalf is the athletic trainer at the High School and let President Eubank know March is National Athletic Trainer Awareness Month. If possible, President Eubank suggested a Special Board Meeting March 10, 2026, to read a proclamation to her class between 2:28 and 3:05 p.m. held in the library. Trustees GRAHAM and ACKERMAN would attend, one more trustee will be needed.

16. UPCOMING MEETINGS

The next Board meeting will be held on March 04, 2026, at 6:00 pm, followed by the Committee of the Whole Meeting.

17. ADJOURNMENT

A motion was made by MR. LEFEVRE, seconded by MR. ACKERMAN, to adjourn at 6:15 p.m. The motion carried on a voice vote.

UNAPPROVED

Sally Jo Huggins, Village Clerk

Warrant List

March 04, 2026
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - **\$14,177.18**

Section 2: Invoices over \$5,000 - **\$5,434.00**

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

March 04, 2026

Invoices Presented

For Board Approval

Total Invoices: **\$14,177.18**

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 3/04/2026 THRU 3/04/2026

Section 9. Item #b.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000717	ACE HARDWARE WINNEBAGO							
I-JAN 26 STATEMENT	JAN 26 STATEMENT	R	3/04/2026	198.45		027087		198.45
016055	AIRGAS USA, LLC D/B/A ENCOMPAS							
I-5522084083	TANK RENTAL - ACETY/OXYGEN/CD	R	3/04/2026	41.43		027088		41.43
000688	BOVES' AUTO & TRUCK SERVICE LL							
I-95240	TIRE BALANCING 2022 FORD 8478	R	3/04/2026	175.39		027089		175.39
000367	CITY OF ROCKFORD							
I-27551726	2025 RMS ANNUAL IGA	R	3/04/2026	5,434.00		027090		5,434.00
000100	CONSERV FS							
I-108028768	76.4 GAL DIESELEX CLEAR	R	3/04/2026	264.33		027091		
I-108028769	163 GAL AKROGOLD	R	3/04/2026	414.32		027091		678.65
000608	FBI-LEEDA							
I-70555423-26	WHITE - MEMBERSHIP 2026	R	3/04/2026	50.00		027092		
I-71746302-26	HAFF- MEMBERSHIP 2026	R	3/04/2026	50.00		027092		100.00
016040	FERGUSON WATER WORKS SUPPLY							
I-1327272	RPZ BACKFLOW PREVENTER. MISC	R	3/04/2026	2,176.53		027093		
I-1330842	MISC PVC S80 - 12 PCS	R	3/04/2026	323.84		027093		
I-1357114	MISC PVC	R	3/04/2026	245.65		027093		
I-1364511	PVC S80 SXS UNION EDPM	R	3/04/2026	76.14		027093		2,822.16
016028	GRAINGER							
I-9795284810	VALVE W/FLOW CONTROL	R	3/04/2026	124.29		027094		124.29
010634	HACH COMPANY							
I-14803749	FLUORIDE REAGENT 3.78L	R	3/04/2026	308.00		027095		308.00
000650	MCNEELY, ROBERT							
I-202602252768	MCNEELY - DRESS UNIFORM JKT	R	3/04/2026	54.98		027096		54.98
000731	MENARDS - CHERRY VALLEY							
C-2977	RETURN 1 SHELVING UNIT -	R	3/04/2026	174.99CR		027097		
I-2909	(3) SHELVING UNITS - PAPER PRO	R	3/04/2026	581.94		027097		
I-2949	72" BEAM, 22 G WIRE. TIE BAR	R	3/04/2026	280.32		027097		687.27
000035	NAPA AUTO PARTS							
I-693642	10 OIL FILTERS	R	3/04/2026	134.90		027098		134.90

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 3/04/2026 THRU 3/04/2026

Section 9. Item #b.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000298	PACE ANALYTICAL SERVICES, LLC							
I-267203996	FLOURIDE BY PROBE	R	3/04/2026	180.00		027099		
I-267204836	FLOURIDE BY PROBE	R	3/04/2026	180.00		027099		360.00
000582	POLLARDWATER							
I-0304589-1	(3) INJECTION VALVES	R	3/04/2026	891.69		027100		891.69
000051	POSTMASTER							
I-MAR 26 UB BILLING	POSTMASTER	R	3/04/2026	750.00		027101		750.00
000017	ROCK VALLEY PUBLISHING							
I-202602252769	ANNUAL SUBSCRIPTION	R	3/04/2026	39.00		027102		39.00
000422	ROCKFORD INFORMATION TECHNOLOG							
I-44295	INTERN SIGN IN - FRONT OFFICE	R	3/04/2026	50.00		027103		
I-44349	CLOUD BACKUP INCODE FEB 26	R	3/04/2026	60.00		027103		
I-44383	CLOUD BACKUP	R	3/04/2026	140.00		027103		
I-44461	DISABLE EMAIL FORWARDING RW	R	3/04/2026	25.00		027103		
I-44496	DUO SOFTWARE SUB JAN 26	R	3/04/2026	42.00		027103		317.00
SHARE	SHARE CORPORATION							
I-330954	12 PC NUT SETTER COMBO KIT	R	3/04/2026	306.84		027104		306.84
000411	UNIFORM DEN EAST INC							
I-100019	ALTAMIRANO - BELT /CUFF CASE	R	3/04/2026	205.25		027105		205.25
000698	VCNA PRAIRIE MATERIALS							
I-892368988	8.57 TON CA07 LIMESTONE	R	3/04/2026	112.27		027106		
I-892368989	26.32 TONS CA07 LIMESTONE	R	3/04/2026	344.80		027106		457.07
001004	VILLAGE OF WINNEBAGO							
I-03-4203-01 FEB 26	600 W SOPER - RAS FEB 26	R	3/04/2026	26.72		027107		
I-03-4204-01 FEB 26	600 W SOPER FEB 26	R	3/04/2026	22.20		027107		
I-03-5350-00 FEB 26	03-5350-00 FEB 26	R	3/04/2026	10.17		027107		
I-03-5380-00 FEB 26	108 W MAIN FEB 26	R	3/04/2026	14.01		027107		
I-07-1467-00 FEB 26	400 E MCNAIR FEB 26	R	3/04/2026	17.71		027107		90.81

* * T O T A L S * *

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

21

14,177.18

0.00

14,177.18

HAND CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

EFT:

0

0.00

0.00

0.00

NON CHECKS:

0

0.00

0.00

0.00

VOID CHECKS:

0 VOID DEBITS

0.00

VOID CREDITS

0.00

0.00

0.00

TOTAL ERRORS: 0

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 3/04/2026 THRU 3/04/2026

Section 9. Item #b.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	21	14,177.18	0.00	14,177.18
BANK: AP TOTALS:	21	14,177.18	0.00	14,177.18
REPORT TOTALS:	21	14,177.18	0.00	14,177.18

SECTION 2:

WARRANT LIST

March 04, 2026

Invoices Over \$5,000

\$ 5,434.00

These invoices are included in the
Section 1 Warrant List

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 3/04/2026 THRU 3/04/2026

Section 9. Item #b.

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
000367	CITY OF ROCKFORD							
I-27551726	2025 RMS ANNUAL IGA	R	3/04/2026	5,434.00		027090		5,434.00

* * T O T A L S * *		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1		5,434.00		0.00	5,434.00
HAND CHECKS:	0		0.00		0.00	0.00
DRAFTS:	0		0.00		0.00	0.00
EFT:	0		0.00		0.00	0.00
NON CHECKS:	0		0.00		0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS:	1	5,434.00	0.00	5,434.00
BANK: AP		TOTALS:	1	5,434.00	0.00	5,434.00
REPORT TOTALS:			1	5,434.00	0.00	5,434.00



Agenda Item Executive Summary

Item Name	A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR PROFESSIONAL PLANNING SERVICES FOR A COMPREHENSIVE PLAN AND UNIFIED DEVELOPMENT ORDINANCE UPDATE FOR THE VILLAGE OF WINNEBAGO	Committee or Board	Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village of Winnebago prepared a Request for Proposals (RFP) to solicit professional planning services for a comprehensive update to the Village's Comprehensive Plan and Unified Development Ordinance (UDO). This joint update is intended to integrate prior planning efforts into a unified, user-friendly framework that will guide future development decisions and ensure regulatory consistency.

Key components of the project include public engagement, coordination with Village boards and a steering committee, development of a long-term annexation strategy, and improvements to downtown zoning. The UDO update will also address clarity, legal compliance, and overall usability of existing zoning and subdivision regulations.

The draft RFP was reviewed and discussed by the Village Board at the February 18, 2026 Committee of the Whole meeting. Following that discussion and direction provided, the Resolution before the Board formally authorizes issuance of the RFP.

ATTACHMENTS (PLEASE LIST)

Resolution, Comprehensive Plan & UDO RFP, Exhibit A – Proposal Pricing Sheet

ACTION REQUESTED

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

MOTION: I move to approve resolution 2026-__R, A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR PROFESSIONAL PLANNING SERVICES FOR A COMPREHENSIVE PLAN AND UNIFIED DEVELOPMENT ORDINANCE UPDATE FOR THE VILLAGE OF WINNEBAGO.

Staff: Joey Dienberg, Village Administrator Date: 3/4/2026

RESOLUTION NO. 2026- _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR PROFESSIONAL PLANNING SERVICES FOR A COMPREHENSIVE PLAN AND UNIFIED DEVELOPMENT ORDINANCE UPDATE FOR THE VILLAGE OF WINNEBAGO

WHEREAS, the Village of Winnebago is a duly organized and existing Illinois municipal corporation; and

WHEREAS, the Village Board adopted the Village of Winnebago 2025–2028 Strategic Plan, which prioritizes long-range planning, land use policy alignment, downtown revitalization, and implementation-focused economic development initiatives; and

WHEREAS, the Strategic Plan specifically identifies the update of the Village’s Comprehensive Plan and Unified Development Ordinance as a key implementation action necessary to guide growth, support redevelopment, strengthen regulatory clarity, and position the Village for fiscally responsible expansion; and

WHEREAS, the Village Board has identified the need to update the Village’s Comprehensive Plan to provide clear policy direction for growth, redevelopment, infrastructure investment, and long-term municipal planning over the next fifteen (15) to twenty (20) years; and

WHEREAS, the Village further desires to update its Unified Development Ordinance to ensure consistency with the Comprehensive Plan, improve clarity and usability, and incorporate modern planning and zoning best practices; and

WHEREAS, staff has prepared a draft Request for Proposals entitled “Comprehensive Plan & Unified Development Ordinance Update Request for Proposals” dated March 6, 2026 ; and

WHEREAS, said Request for Proposals includes a detailed Scope of Services, community engagement expectations, project schedule, and selection criteria; and

WHEREAS, Exhibit A to the Request for Proposals sets forth the required Proposal Pricing Sheet for submission by interested firms; and

WHEREAS, the Committee of the Whole has reviewed the draft Request for Proposals and provided input regarding its scope and structure; and

WHEREAS, the Village Board finds it to be in the best interests of the Village to formally authorize the issuance of said Request for Proposals in order to solicit qualified planning consultants and advance the priorities identified in the 2025–2028 Strategic Plan.

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

SECTION I – AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS

The Village Administrator is hereby authorized and directed to issue the “Comprehensive Plan & Unified Development Ordinance Update Request for Proposals” dated March 6, 2026, including Exhibit A – Proposal Pricing Sheet, in substantially the form presented to the Village Board.

SECTION II - ADMINISTRATIVE AUTHORITY

The Village Administrator is further authorized to receive proposals, coordinate the review process, conduct consultant interviews as necessary, and bring a recommendation for consultant selection to the Committee of the Whole and Village Board in accordance with the tentative schedule set forth in the Request for Proposals.

SECTION III - EFFECTIVE DATE

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

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

VILLAGE OF WINNEBAGO

COMPREHENSIVE PLAN & UNIFIED DEVELOPMENT ORDINANCE UPDATE REQUEST FOR PROPOSALS DATED MARCH 6, 2026

I. PROJECT OVERVIEW

The Village of Winnebago (“Village”) is requesting proposals from qualified planning consultants to assist with a comprehensive update to the Village’s Comprehensive Plan and Unified Development Ordinance (UDO).

The intent of this project is to update the Village’s Comprehensive Plan using past planning efforts into a clear, user-friendly document that will guide development and redevelopment decisions for the next 15 to 20 years. In conjunction with the Comprehensive Plan update, the Village seeks to revise its Unified Development Ordinance to ensure consistency with the Plan’s goals and to improve usability, clarity, and implementation.

The Village of Winnebago (population 2,903) is located in northern Illinois, just west of Rockford and approximately 25 miles south of the Illinois-Wisconsin border. The Village provides municipal services including general administration, code enforcement, planning and zoning, police, street maintenance, and water treatment and distribution. Fire protection and wastewater treatment are provided by other public bodies. The Village employs approximately twenty employees and operates with a General Fund budget of approximately \$3 million and a total annual budget of approximately \$7.2 million.

II. SCOPE OF SERVICE

The selected consultant shall provide a full range of municipal planning services necessary to complete the Comprehensive Plan update and Unified Development Ordinance revision, including but not limited to the following:

1. Comprehensive Plan Update
 - a. A thorough review of existing plans, studies, vision statements, goals, and objectives.
 - b. Identification of opportunities and implementation strategies to guide future development and redevelopment.
 - c. Development of an economic development component that reflects current market conditions and recognizes the physical constraints of the Village’s commercial corridors.

- d. Creation of a downtown land use and zoning framework that recognizes the unique character of downtown Winnebago.
- e. Coordination with Village staff, the Village Board, Zoning Board, and other appointed individuals or bodies.
- f. Assistance with establishing and working with a Comprehensive Plan Steering Committee.
- g. Design and facilitation of a public participation process to engage residents, businesses, landowners, developers, and other stakeholders.
- h. Preparation and presentation of a final Comprehensive Plan document suitable for adoption.
- i. Development of a long-term annexation strategy that identifies logical growth areas, evaluates infrastructure and service capacity, and provides policy guidance for orderly and fiscally responsible municipal expansion.

2. Unified Development Ordinance Update

- a. A comprehensive evaluation of existing zoning and subdivision regulations for clarity, consistency, and legal compliance.
- b. Recommendations for immediate amendments where inconsistencies or deficiencies are identified.
- c. Preparation of a fully integrated Unified Development Ordinance aligned with the updated Comprehensive Plan.
- d. Revisions to zoning districts, permitted and special uses, development standards, review procedures, and enforcement provisions.
- e. Incorporation of graphics, tables, and modern best practices to improve usability.
- f. Creation of a downtown zoning district that recognizes the distinct character of the Village's downtown area.
- g. Coordination with Village staff, the Village Board, Zoning Board, and other appointed individuals or bodies.
- h. Facilitation of public meetings, hearings, and adoption processes related to the UDO.

III. COMMUNITY INVOLVEMENT

The Village places a strong emphasis on public participation throughout the planning process. The selected consultant shall demonstrate experience and capability in facilitating inclusive and effective public engagement, including but not limited to:

- A. Public meetings at accessible locations and varied times.
- B. Online engagement tools such as surveys, project websites, and feedback portals.
- C. Regular coordination with Village staff to ensure transparency and communication.

VI. INQUIRIES

All questions regarding this RFP must be submitted to Joseph Dienberg, Village Administrator, no later than March 19, 2026. Responses to questions will be provided in writing on April 1, 2026.

VII. PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Village of Winnebago no later than April 9, 2026. Late submissions will not be accepted. Telefaxed or emailed proposals will not be considered.

VIII. TENTATIVE SCHEDULE

Activity	Date
Issuance of RFP	March 6, 2026
Deadline for Questions	March 19, 2026
Responses to Questions	April 1, 2026
Proposal Submission Deadline	April 9, 2026
Staff Review Complete	April 23, 2026
Consultant Interviews	May 6, 2026
Recommendation to Committee of the Whole	May 20, 2026
Village Board Selection	June 3, 2026

IX. BASIS OF SELECTION

Proposals will be evaluated based on the following criteria:

1. Understanding of the scope and objectives of the project.
2. Qualifications and experience of the firm and project team.
3. Demonstrated experience with similar municipal projects.
4. Quality of proposed methodology and work plan.
5. Cost and overall value to the Village.

X. GENERAL CONDITIONS

- A. No Obligation to Award: This RFP solicitation does not oblige Village of Winnebago to award a contract to any respondent. Village of Winnebago may, at its discretion, revise the selection process, the schedule of events or anticipated date of award, may request further information from any respondent or may withdraw this RFP in part or in its entirety.
- B. Proposal Participation: Any entity that has received this RFP directly from Village of Winnebago or indirectly through a third party is eligible to submit a proposal for the required services.
- C. Withdrawal: A respondent may withdraw its proposal without prejudice to itself, by submitting a written request for its withdrawal to Joseph Dienberg, at any time during the entire selection process.
- D. Rejection of Proposal: Village of Winnebago may reject any and all proposals. Village of Winnebago will reject the proposal of any party who has been delinquent or unfaithful in any former contract with Village of Winnebago. The right is reserved to reject any or all proposals, and to waive technical defects, as the interests of Village of Winnebago are best served.
- E. Confidentiality: All vendor-supplied materials, including response to the RFP, become the property of Village of Winnebago. The Village will respect the confidentiality of the information provided under each proposal and will work with all vendors to meet their confidentiality requirements, provided they are within reason. However, proposals are subject to the Freedom of Information Act. Proposals that do not qualify for the interview phase of the selection process will not be returned.
- F. Clarification/Submission of Questions: Request for clarification and questions must be received in writing by mail or email, prior to 1:00 p.m. on Wednesday, _____ before the RFP due date. Village of Winnebago will respond to those questions either directly to the originator of the inquiry or to all potential respondents as deemed appropriate.

XI: INDEMNIFICATION

The firm must indemnify, defend, and hold harmless the Village, its individual Board members, agents, firms and employees (collectively, "Indemnities"), from and against all claims for or loss to property, including claims of Village, third parties, and firm's or any subcontractor's employees, and any other claims, losses, damages, or expenses, including attorneys' fees, arising out of the performance of the services by firm, including, but not limited to, losses or damages caused in part by the Indemnities' own negligence (except to the extent prohibited by Illinois law).

EXHIBIT A**PROPOSAL PRICING**

The following Proposal Pricing Sheet must be completed and returned with the submitted full proposal.

All costs shall be not-to-exceed and shall include all labor, materials, travel, meetings, public engagement activities, document preparation, and other expenses necessary to complete the work as described in the Request for Proposals.

OPTION 1 – COMPREHENSIVE PLAN UPDATE ONLY

Total Not-to-Exceed Cost for Comprehensive Plan Update: \$_____

OPTION 2 – UNIFIED DEVELOPMENT ORDINANCE UPDATE ONLY

Total Not-to-Exceed Cost for Unified Development Ordinance Update: \$_____

OPTION 3 – COMBINED COMPREHENSIVE PLAN & UDO UPDATE

Total Not-to-Exceed Cost for Combined Comprehensive Plan and Unified Development Ordinance Update:

\$_____

COST BREAKDOWN (FOR COMBINED OPTION ONLY)

For informational purposes, please identify how the combined cost is allocated:

- Comprehensive Plan Portion: \$_____
- UDO Plan Portion: \$_____

(Total must equal the combined cost listed above.)

PROPOSER:

[Insert Name of Company]

Address:

State of Incorporation or Organization:

Signature:

Name of Person Signing:

Title of Person Signing:

Dated Signed:

_____, 2026



Agenda Item Executive Summary

Item Name 2026 Appropriations Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village of Winnebago is presenting its annual Appropriations Ordinance for approval, which establishes the legal spending authority for all municipal funds in the upcoming fiscal year. This ordinance includes nearly \$6,300,000.00 in municipal spending, covering essential services, capital projects, and operational costs across multiple funds, including but not limited to the General Fund, Community Development Fund, and Operations & Maintenance Fund. While the ordinance sets the maximum legal spending authority, the Village is permitted to expend up to 125% of each line item if necessary. However, this flexibility is for unforeseen expenditures/emergencies or additional revenues and is not intended to be utilized in normal operations. The Village remains committed to prudent financial management, ensuring that expenditures remain within reasonable and responsible limits.

The appropriations process is not just a financial exercise; it is a statement of the Village's priorities and a reflection of the community's needs and goals. It ensures that resources are allocated to support public safety, infrastructure improvements, economic development, and core municipal services while maintaining fiscal responsibility. Through careful planning and multiple review sessions, the Village Board has worked to align spending with long-term sustainability and community growth.

ATTACHMENTS (PLEASE LIST)

Appropriations Ordinance

ACTION REQUESTED

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

MOTION: I MAKE A MOTION TO APPROVE ORDINANCE 2026-__, AN ORDINANCE APPROPRIATING FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING ON DECEMBER 31, 2026

Staff: Joey Dienberg, Village Administrator Dana Novinson, Village Treasurer Date: 2/18/2026

ORDINANCE NO. 2026-__
AN ORDINANCE APPROPRIATING FOR ALL CORPORATE PURPOSES OF THE
VILLAGE OF WINNEBAGO, WINNEBAGO COUNTY, ILLINOIS, FOR THE FISCAL
YEAR BEGINNING JANUARY 1, 2026, AND ENDING ON DECEMBER 31, 2026

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

SECTION 1: The following sums of money, or as much thereof as may be authorized by law, as may be needed or deemed necessary to defray all expenses and liabilities of the Village, be and are appropriated for the Corporate purpose and objects of said Village hereinafter specified for the fiscal year commencing on the 1st day of January, 2026, and ending on the 31st day of December 2026.

SECTION 2: The appropriation herein made for any purpose shall be regarded as the maximum amounts to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation, or liability of the Village of Winnebago, and such appropriation is subject to further approval as to expenditure thereof by the Village Board of Trustees.

SECTION 3: The amount appropriated for each object and purpose shall be as follows, with these immediately following pages containing such listing:

SECTION 4: If any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of the ordinance.

SECTION 5: A certified copy of this ordinance shall be filed with the County Clerk within thirty (30) days after adoption.

SECTION 6: This ordinance shall be in full force and effect after its passage, approval, and publication, as provided by law.

APPROVED this _____ day of _____, 2026, pursuant to a roll call vote by the Board of Trustees of the Village of Winnebago, Winnebago County, Illinois.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2026

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

ATTEST:

_____ (seal)
Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

FILED: _____

2026 Appropriation Summary

	Fund	Appropriation
01	General Fund	3,023,046.38
15	Motor Fuel Tax Fund	612,500.00
17	Community Development Fund	390,708.21
24	Strategic Reserves Fund	37,500.00
51	Operations & Maintenance Fund	3,678,961.34
90	Village Events (4th of July) Fund	29,375.00
Total Appropriation		7,772,090.93

Fund 01	DEPT 41 ADMIN	Budget	Appropriation
01- 41-421	OFFICE SALARIES	0.00	-
01- 41-426	DEPUTY CLERK	52,070.03	65,087.54
01- 41-427	TREASURER	57,330.00	71,662.50
01- 41-429	VILLAGE ADMINISTRATOR	33,999.97	42,499.96
01- 41-431	ELECTED OFFICIALS	33,600.00	42,000.00
01- 41-451	HEALTH INSURANCE	20,000.00	25,000.00
01- 41-452	HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	2,500.00
01- 41-453	IDES/UNEMPLOYMENT INSURANCE	475.00	593.75
01- 41-461	ADM SOCIAL SECURITY	10,974.00	13,717.50
01- 41-463	ADM MEDICARE	2,566.50	3,208.13
01- 41-465	IMRF BENEFITS	13,575.90	16,969.88
01- 41-512	OFFICE & COMPUTER EQUIPMENT	5,000.00	6,250.00
01- 41-521	WINGIS	2,000.00	2,500.00
01- 41-529	IT SERVICES	16,100.00	20,125.00
01- 41-530	PROFESSIONAL FEES/MISC	11,000.00	13,750.00
01- 41-531	AUDIT	28,700.00	35,875.00
01- 41-532	ENGINEERING	6,200.00	7,750.00
01- 41-533	LEGAL	27,500.00	34,375.00
01- 41-534	LEXIPOL	9,000.00	11,250.00
01- 41-551	POSTAGE	1,000.00	1,250.00
01- 41-552	TELEPHONE & INTERNET	5,500.00	6,875.00
01- 41-554	PUBLISHING/ADVERTISEMENTS	750.00	937.50
01- 41-560	EMPLOYEE WELFARE	750.00	937.50
01- 41-561	DUES/MEMBERSHIPS/SUBSCRIP	1,950.00	2,437.50
01- 41-562	TRAVEL EXPENSES	1,300.00	1,625.00
01- 41-563	TRAINING/TUITION	3,210.00	4,012.50
01- 41-564	CONFERENCES	6,410.00	8,012.50
01- 41-565	CIVIC WEBSITE	8,800.00	11,000.00
01- 41-566	CODIFICATION OF ORDINANCES	25,000.00	31,250.00
01- 41-593	EQUIP/SOFTWARE MAINT/LEASE	28,000.00	35,000.00
01- 41-594	IML/RENEWAL CONTRIBUTION	10,600.00	13,250.00

01- 41-595	IML RISK MNG CLAIMS HAIL 2020	0.00	-
01- 41-653	BUILDING WATER USAGE	400.00	500.00
01- 41-658	MISC. EXPENSES	300.00	375.00
01- 41-659	OFFICE EXPENSE	6,500.00	8,125.00
01- 41-660	PRINTING	500.00	625.00
01- 41-661	OFFICE MAINTENANCE	4,000.00	5,000.00
01- 41-701	SULLIVAN'S PAYBACK AGREEMNT	0.00	-
01- 41-702	PROPERTY TAX REFUNDS	950.00	1,187.50
01- 41-831	LARGE EQUIP. PURCHASE-FIXED AS		-
01- 41-832	CONTINGENCY	43,081.80	53,852.25
01- 41-833	EQUIPMENT SINKING FUND	0.00	-
01- 41-950	Bank Fees	300.00	375.00
01- 41-953	CURES ACT 2020	0.00	-
01- 41-959	TRANSFER OUT	0.00	-
			-
TOTAL GENERAL ADMINISTRATIVE		481,393.20	601,741.50

Fund 01	DEPT 42 PUBLIC WORKS	Budget	Appropriation
01- 42-423	PART-TIME WAGES	2,984.31	3,730.39
01- 42-424	SUPERVISOR STREETS/FLEETS	75,058.82	93,823.53
01- 42-428	PUBLIC WORKS WAGES	111,956.87	139,946.09
01- 42-451	HEALTH INSURANCE	24,000.00	30,000.00
01- 42-452	HEALTH INS. DEDUCTIBLE REIMBUR	3,000.00	3,750.00
01- 42-453	IDES/UNEMPLOYMENT INSURANCE	330.00	412.50
01- 42-461	ADM SOCIAL SECURITY	11,780.00	14,725.00
01- 42-463	ADM MEDICARE	2,755.00	3,443.75
01- 42-465	IMRF BENEFITS	14,573.00	18,216.25
01- 42-470	Uniforms	1,500.00	1,875.00
01- 42-510	MAINT. SERVICE -GROUNDS	4,000.00	5,000.00
01- 42-511	MAINT. SERVICE-BUILDING	20,000.00	25,000.00
01- 42-512	OFFICE & COMPUTER EQUIPMENT	2,500.00	3,125.00
01- 42-513	MAINT. SERVICE-VEHICLES	15,000.00	18,750.00
01- 42-514	MAINT. SERVICE-STREET	95,000.00	118,750.00
01- 42-515	MAINT. SERVICE-SIDEWALKS	50,000.00	62,500.00
01- 42-518	MAINT. SERVICE -EQUIPMENT	20,000.00	25,000.00
01- 42-520	STREET PROJECT	300,000.00	375,000.00
01- 42-521	WINGIS	0.00	-
01- 42-529	IT SERVICES	500.00	625.00
01- 42-530	PROFESSIONAL FEES/MISC	1,200.00	1,500.00
01- 42-532	ENGINEERING	10,000.00	12,500.00
01- 42-537	STREET PROJECT - ENGINEERING	30,000.00	37,500.00
01- 42-535	TREE REMOVAL/TRIMMING	10,000.00	12,500.00
01- 42-552	TELEPHONE & INTERNET	4,000.00	5,000.00

01- 42-561	DUES/MEMBERSHIPS/SUBSCRIP	0.00	-
01- 42-576	COM ED / STREET LIGHTS	46,000.00	57,500.00
01- 42-593	EQUIP/SOFTWARE MAINT/LEASE	0.00	-
01- 42-594	IML/RENEWAL CONTRIBUTION	13,800.00	17,250.00
01- 42-599	STORM WATER MAINTENANCE	2,500.00	3,125.00
01- 42-651	OPERATING SUPPLIES	8,000.00	10,000.00
01- 42-655	FUEL/GREASE/OIL	16,000.00	20,000.00
01- 42-658	Misc. Supplies	300.00	375.00
01- 42-659	OFFICE SUPPLIES	500.00	625.00
01- 42-830	SMALL EQUIP. PURCH OR RENTAL	7,500.00	9,375.00
01- 42-831	LARGE EQUIP. PURCHASE-FIXED AS	20,000.00	25,000.00
01- 42-959	TRANSFER OUT		-
			-
TOTAL STREET DEPARTMENT		924,738.00	1,155,922.50

Fund 01	DEPT 43 POLICE	Budget	Appropriation
01- 43-422	POLICE CHIEF	114,419.76	143,024.70
01- 43-423	PART-TIME OFFICERS	11,663.40	14,579.25
01- 43-424	FULL-TIME OFFICERS	366,902.70	458,628.38
01- 43-425	POLICE OVERTIME	15,000.00	18,750.00
01- 43-427	SCHOOL RESOURCE OFFICER	83,013.84	103,767.30
01- 43-451	HEALTH INSURANCE	142,000.00	177,500.00
01- 43-452	HEALTH INS. DEDUCTIBLE REIMBUR	4,000.00	5,000.00
01- 43-453	IDES/UNEMPLOYMENT INSURANCE	1,055.00	1,318.75
01- 43-461	ADM SOCIAL SECURITY	36,642.00	45,802.50
01- 43-463	ADM MEDICARE	8,569.50	10,711.88
01- 43-465	IMRF BENEFITS	45,329.70	56,662.13
01- 43-470	QUARTERMASTER/UNIFORMS	6,500.00	8,125.00
01- 43-471	VESTS	1,000.00	1,250.00
01- 43-512	OFFICE & COMPUTER EQUIPMENT	5,000.00	6,250.00
01- 43-513	IGA-RECORDS MANAGEMENT SFTWRE	5,630.00	7,037.50
01- 43-514	A/V COMMUNICATIONS	24,000.00	30,000.00
01- 43-516	POLICE GARAGE MAINTENANCE	2,000.00	2,500.00
01- 43-520	SQUAD CAR MAINTENANCE (ALL)	10,000.00	12,500.00
01- 43-521	WINGIS	0.00	-
01- 43-523	SQD 120 MAINTENANCE	0.00	-
01- 43-525	SQD 117 MAINTENANCE	0.00	-
01- 43-529	IT SERVICES	2,200.00	2,750.00
01- 43-530	PROFESSIONAL FEES/MISC.	600.00	750.00
01- 43-531	911 DISPATCH SERVICES	21,500.00	26,875.00
01- 43-533	LEGAL	12,000.00	15,000.00
01- 43-534	LEXIPOL	5,400.00	6,750.00
01- 43-540	NEW HIRE PHYSICAL/PSYCH EXAMS	1,500.00	1,875.00

01- 43-551	POSTAGE	250.00	312.50
01- 43-552	TELEPHONE & INTERNET	3,800.00	4,750.00
01- 43-553	CELL PHONES	4,400.00	5,500.00
01- 43-561	DUES/MEMBERSHIPS/SUBSCRIP	560.00	700.00
01- 43-562	TRAVEL EXPENSES	350.00	437.50
01- 43-563	TRAINING/TUITION	8,000.00	10,000.00
01- 43-593	EQUIP/SOFTWARE MAINT/LEASE	5,400.00	6,750.00
01- 43-594	IML/RENEWAL CONTRIBUTION	33,000.00	41,250.00
01- 43-653	POLICE GARAGE WATER USAGE	250.00	312.50
01- 43-655	FUEL/GREASE/OIL	18,000.00	22,500.00
01- 43-658	MISC. EXPENSES	1,500.00	1,875.00
01- 43-659	OFFICE SUPPLIES	300.00	375.00
01- 43-660	PRINTING	300.00	375.00
01- 43-830	SMALL EQUIP. PURCH OR RENTAL	10,150.00	12,687.50
01- 43-831	LARGE EQUIP. PURCH-FIXED ASSET	0.00	-
01- 43-832	EQUIPMENT SINKING FUND		-
01- 43-950	Bank Fees	120.00	150.00
			-
TOTAL POLICE		1,012,305.90	1,265,382.38
			-
TOTAL GENERAL FUND EXPENDITURES		2,418,437.10	3,023,046.38

Fund 15	MFT EXPENSE	Budget	Appropriation
15- 46-502	ENGINEERING - MFT	65,000.00	81,250.00
15- 46-850	MFT ROAD PROJECT	425,000.00	531,250.00
			-
TOTAL MOTOR FUEL EXPENDITURES		490,000.00	612,500.00

Fund 17	COMMUNITY DEVEL. EXPENSE	Budget	Appropriation
17- 47-421	OFFICE SALARIES	26,475.00	33,093.75
17- 47-422	CODE ENFORCEMENT OFFICER	12,480.00	15,600.00
17- 47-423	BUILDING INSPECTOR	13,000.00	16,250.00
17- 47-424	ELECTRICAL INSPECTOR	4,725.00	5,906.25
17- 47-429	VILLAGE ADMINISTRATOR	32,999.97	41,249.96
17- 47-450	CODE ENFORCEMENT FINE COSTS	0.00	-
17- 47-451	HEALTH INSURANCE	11,000.00	13,750.00
17- 47-452	HEALTH INS. DEDUCTIBLE REIMBUR	750.00	937.50
17- 47-453	IDES/UNEMPLOYMENT INSURANCE .0075	225.00	281.25
17- 47-461	ADM SOCIAL SECURITY	3,980.40	4,975.50
17- 47-463	ADM MEDICARE	930.90	1,163.63

17- 47-465	IMRF BENEFITS	3,400.00	4,250.00
17- 47-512	OFFICE & COMPUTER EQUIPMENT	250.00	312.50
17- 47-529	IT SERVICES	350.00	437.50
17- 47-530	PROFESSIONAL FEES	5,000.00	6,250.00
17- 47-532	ENGINEERING	8,000.00	10,000.00
17- 47-533	LEGAL	13,000.00	16,250.00
17- 47-536	ENGINEERING - ESCROW REIMBURSABLE	0.00	-
17- 47-551	POSTAGE	200.00	250.00
17- 47-554	PUBLISHING/ADVERTISEMENTS	2,000.00	2,500.00
17- 47-561	DUES/MEMBERSHIPS/SUBSCRIP	3,000.00	3,750.00
17- 47-576	COM ED **	2,200.00	2,750.00
17- 47-593	EQUIP/SOFTWARE MAINT/LEASE	3,800.00	4,750.00
17- 47-658	MISC. EXPENSES	500.00	625.00
17- 47-659	OFFICE SUPPLIES	0.00	-
17- 47-660	PRINTING	3,800.00	4,750.00
17- 47-701	COMMUNITY DEVELOPMENT	100,000.00	125,000.00
17- 47-706	Property Tax Payable	1,400.00	1,750.00
17- 47-800	Maintenance Service Parks	3,500.00	4,375.00
17- 47-832	PARK EQUIPMENT SINKING FUND	0.00	-
17- 47-900	PRESIDENTIAL CONTINGENCY	1,200.00	1,500.00
17- 47-911	COMMUNITY EXPENSES	1,400.00	1,750.00
17- 47-912	COMMUNITY PROJECTS	0.00	-
17- 47-916	Fourth of July Donations - exists not in use		-
17- 47-950	Bank Fees/Charges	3,000.30	3,750.38
17- 47-953	GRANTS	0.00	-
17- 47-959	TRANSFER OUT	10,000.00	12,500.00
17- 47-998	Development Escrow Refund	40,000.00	50,000.00
			-
TOTAL COMMUNITY DEVELOPMENT EXPENDITURES		312,566.57	390,708.21

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Fund 24	STRATEGIC RESERVES EXPENSE	Budget	Appropriation
			-
24- 45-530	PROFESSIONAL FEES	30,000.00	37,500.00
TOTAL EXPENDITURES		30,000.00	37,500.00

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Fund 51	O & M EXPENSE	Budget	Appropriation
51- 44-421	OFFICE SALARIES	80,273.06	100,341.33
51- 44-423	PART-TIME WAGES	6,963.39	8,704.24
51- 44-426	DIRECTOR PUBLIC WORKS	85,814.82	107,268.53
51- 44-428	PUBLIC WORKS WAGES	107,948.73	134,935.91
51- 44-429	VILLAGE ADMINISTRATOR	33,000.00	41,250.00

51- 44-451	HEALTH INSURANCE	25,000.00	31,250.00
51- 44-452	HEALTH INS. DEDUCTIBLE REIMBUR	3,000.00	3,750.00
51- 44-453	IDES/UNEMPLOYMENT INSURANCE	650.00	812.50
51- 44-461	ADM SOCIAL SECURITY	19,468.00	24,335.00
51- 44-463	ADM MEDICARE	4,553.00	5,691.25
51- 44-465	IMRF BENEFITS x .0837	24,083.80	30,104.75
51- 44-470	Uniforms	1,500.00	1,875.00
51- 44-512	OFFICE & COMPUTER EQUIPMENT	7,000.00	8,750.00
51- 44-519	MAINTENANCE SERVICE - EQUIPTME	35,000.00	43,750.00
51- 44-521	WINGIS	2,000.00	2,500.00
51- 44-529	IT SERVICES	1,500.00	1,875.00
51- 44-530	PROFESSIONAL FEES/MISC	1,500.00	1,875.00
51- 44-539	WATER UPGRADE ENGINEERING	75,000.00	93,750.00
51- 44-532	ENGINEERING	35,000.00	43,750.00
51- 44-533	CELLULAR METER MONTHLY FEES	17,000.00	21,250.00
51- 44-534	LEGAL	2,000.00	2,500.00
51- 44-540	PRE-EMPLOYMENT PHYSICAL	340.00	425.00
51- 44-541	METER UPGRADE	10,000.00	12,500.00
51- 44-542	WATER UPGRADE	950,000.00	1,187,500.00
51- 44-543	ALARM SYS./TELEPHONE/INTERNET	8,500.00	10,625.00
51- 44-544	IEPA LOAN -WATER TOWER	98,000.00	122,500.00
51- 44-551	POSTAGE	11,000.00	13,750.00
51- 44-552	CELL PHONES	2,500.00	3,125.00
51- 44-554	PUBLISHING/ADVERTISEMENTS	1,200.00	1,500.00
51- 44-561	DUES/MEMBERSHIPS/SUBSCRIP	900.00	1,125.00
51- 44-562	TRAVEL EXPENSES	300.00	375.00
51- 44-563	TRAINING/TUITION	3,500.00	4,375.00
51- 44-571	NI GAS / WELLS	2,400.00	3,000.00
51- 44-573	GARBAGE	240,577.55	300,721.94
51- 44-576	COM ED **	30,000.00	37,500.00
51- 44-579	WATER ANALYSIS	5,500.00	6,875.00
51- 44-580	EPA PERMIT FEES	3,500.00	4,375.00
51- 44-593	EQUIP/SOFTWARE MAINT/LEASE	25,000.00	31,250.00
51- 44-594	IML/RENEWAL CONTRIBUTION	19,800.00	24,750.00
51- 44-651	OPERATING SUPPLIES/MISC. EXPEN	49,000.00	61,250.00
51- 44-653	BUILDING WATER USAGE	1,000.00	1,250.00
51- 44-655	FUEL/GREASE/OIL	17,000.00	21,250.00
51- 44-656	CHEMICALS	7,000.00	8,750.00
51- 44-658	Misc Expenses	1,000.00	1,250.00
51- 44-659	OFFICE SUPPLIES	10,000.00	12,500.00
51- 44-660	PRINTING	1,500.00	1,875.00
51- 44-702	FOUR RIVERS SAN. AUTH. IGA	421,700.00	527,125.00
51- 44-703	RECAPTURE FEES	18,000.00	22,500.00
51- 44-829	ROCK 39 EQUIPMENT PURCHASES	5,000.00	6,250.00

51- 44-830	SMALL EQUIP. PURCHASE OR RENTA	17,000.00	21,250.00
51- 44-831	LARGE EQUIP. PURCHASE-FIXED AS	0.00	-
51- 44-833	CONTINGENCY	108,696.72	135,870.90
51 44-950	Bank Fees	45,000.00	56,250.00
51- 44-951	DEPRECIATION EXPENSE	260,000.00	325,000.00
			-

TOTAL OPERATIONS & MAINT. EXPENDITURES		2,943,169.07	3,678,961.34
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Fund 90	EVENTS EXPENSE	Budget	Appropriation
90- 48-572	MERCHANDISE	5,000.00	6,250.00
90- 48-916	FIREWORKS	18,500.00	23,125.00
			-
TOTAL EVENTS EXPENDITURES		23,500.00	29,375.00

Total All Funds	6,217,672.74	7,772,090.93
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Agenda Item Executive Summary

Item Name

Authorization of Expenditures and Audit Agreement with Benning Group LLC

Committee or Board

Village Board

BUDGET IMPACT

Amount:	\$28,700	Budgeted:	Yes
List what fund:	\$28,700: 01-41-531 (Audit)		

EXECUTIVE SUMMARY

The Village of Winnebago requires an audit of its financial statements for the fiscal year ending December 31, 2025, and subsequent years. The Benning Group LLC has been proposed to conduct the audits for the fiscal year 2025 as outlined in their engagement letter. The audit fees for this year is proposed at \$28,700, respectively, with additional fees for services outside the scope of the audit.

ATTACHMENTS (PLEASE LIST)

Resolution, Engagement letter from Benning Group LLC, Audit proposal for 2025

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2026-__R, A RESOLUTION AUTHORIZING THE EXPENDITURE FOR AUDIT SERVICES WITH BENNING GROUP LLC.

Staff:

Joey Dienberg, Village Administrator

Date:

3/4/2026

RESOLUTION NO. 2026- _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH THE BENNING GROUP, LLC FOR INDEPENDENT AUDITING SERVICES

WHEREAS, the Village of Winnebago (the "Village") requires an audit of its financial statements for the fiscal year ending December 31, 2025, and subsequent years; and

WHEREAS, the Benning Group, LLC has been proposed to conduct the audit as outlined in their engagement letter dated February 6, 2026, (see attached Exhibit "A")

WHEREAS, the audit fee for the fiscal year 2025 has been proposed at \$28,700, subject to conditions specified in the engagement documents; and

WHEREAS, additional fees may be incurred for services outside the scope of the audit, and for and for additional time required for the proper completion of the audit.

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

SECTION I – AUTHORIZATION OF EXPENDITURES

The Village is hereby authorized to expend funds for the audit services as proposed by the Benning Group, LLC, including the audit fees of \$28,700 for the fiscal year 2025, and any additional fees as necessary for supplementary audit services.

SECTION II - EXECUTION OF AGREEMENTS

The Village President or his designee is hereby authorized to execute any agreements, engagement letters, or necessary documents with Benning Group, LLC for the purpose of conducting the audit for the fiscal years 2025.

SECTION III - EFFECTIVE DATE

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

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____



BENNING GROUP, LLC

CERTIFIED PUBLIC ACCOUNTANTS

www.BenningGroup.com

February 6, 2026

Village of Winnebago
Franklin Eubank, Village President
108 W. Main Street
Winnebago, IL 61088

Dear Frank:

We are pleased to confirm our understanding of the services we are providing to the Village of Winnebago (Village) for the year ended December 31, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Village of Winnebago as of and for the year ended December 31, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). This information is the responsibility of management. These limited procedures will primarily consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison information (major funds).
- 3) Schedule of Changes in the Net Pension Liability and Related Ratios.
- 4) Multiyear Schedule of Contributions for the Illinois Municipal Retirement Fund.
- 5) Notes to Schedule of Contributions for the Illinois Municipal Retirement Fund.
- 6) Notes to Required Supplementary Information.

50 W. Douglas Street, Suite 300
Freeport, Illinois 61032
(815) 235-3157
Fax (815) 235-3158

6815 Weaver Road, Suite 300
Rockford, Illinois 61114
(815) 316-2375
Fax (815) 316-2389

1809 10th Street
Monroe, Wisconsin 53566
(608) 325-5035
Fax (608) 328-2843

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements, or in a separately issued report:

- 1) Combining Statements for Nonmajor Governmental Funds.
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (for the non-major funds).
- 3) Illinois Grant Accountability and Transparency Act – Consolidated Year-End Financial Report

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Schedule of Detailed Revenues and Expenditures – Budget and Actual – General Fund
- 2) Schedule of Revenues, Expenses and Changes in Net Position – Budget to Actual – Enterprise Fund – Water Fund
- 3) Schedule of Assessed Valuations, Tax Rates, Extensions and Collections.
- 4) Schedule of Legal Debt Margin.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements

are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Lack of segregation of duties

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Village of Winnebago's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Village of Winnebago in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also assist in preparation of the Illinois Comptroller's Annual Financial Report.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement and other services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statement preparation services and any other nonattest services we provide; oversee the nonattest services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period

presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare confirmations we request and will locate any documents selected by us for testing.

We understand that the Village will provide us with the basic information required for our audit, including information specified in the listing of *Items Needed for the Audit* and that the Village is responsible for the accuracy and completeness of that information.

The audit documentation for this engagement is the property of Benning Group, LLC, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to state agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Benning Group, LLC personnel.

Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. It is our policy to keep records related to this engagement for seven years. However, Benning Group, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies.

Jenny L. Blocker is the engagement partner and is responsible for supervising the engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in May 2026, assuming the listing of items needed for the audit are prepared, and to issue our reports in preliminary form in June 2026. Final reports will be issued upon your approval of the preliminary drafts.

Our fees for these services are not expected to exceed \$28,700. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. **The fees for our services are contingent upon the records of the Village being properly reconciled as of December 31, 2025; at a minimum, we will require bank reconciliations completed by the Village, a detailed listing of all receipts and expenditures for the fiscal year, and a summarized trial balance as of December 31, 2025.** There are several items which can significantly increase the time required to perform the engagement – 1) adjustments recorded after we are provided a trial balance at the commencement of the audit 2) lack of consistency of your key personnel who are involved with the engagement 3) lack of ready availability of your key personnel to respond to our questions and 4) not being ready with all requested items at the audit commencement which can lead to a temporary suspension of the audit. Should any of these situations be encountered, it will be necessary to increase our fees for the incremental time. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

If we elect to terminate our services for nonpayment, or other reasonable causes such as failure to provide the information or cooperation necessary for successful performance of our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Management may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be

mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to one times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

You acknowledge that as a condition of our agreement to perform an audit, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the representations provided to us at the completion of the audit.

Reporting

We will issue a written report upon completion of our audit of Village of Winnebago's financial statements. Our report will be addressed to the The Honorable President and Members of the Board of Trustees of the Village of Winnebago. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We appreciate the opportunity to be of service to the Village of Winnebago and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,



Jenny L. Blocker, CPA
Member

RESPONSE:

This letter correctly sets forth the understanding of the Village of Winnebago.

By: _____

Title: _____

Date: _____



Agenda Item Executive Summary

Item Name	A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FEHR GRAHAM FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WEST MAIN STREET WIDENING PROJECT	Committee or Board	Board
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BUDGET IMPACT			
Amount:	5,000	Budgeted:	Yes
List what fund:	General Fund		

EXECUTIVE SUMMARY
The attached resolution approves an Agreement for Professional Services with Fehr Graham for Construction Management Services related to the West Main Street Widening Project. Following the February 18, 2026 bid opening, the construction contract for the project was awarded to Helm Civil. Fehr Graham submitted a proposal dated February 23, 2026 to provide limited construction management services for a lump sum fee of \$5,000.00 . The scope of services includes preparation of contract documents and facilitation of signatures, conducting the pre-construction meeting, shop drawing review and approval, review and preparation of progress and final pay applications, processing of one change order, preparation of record drawings, and project closeout documentation. The proposal anticipates approximately 30 hours of staff time and includes up to three site visits related to pay application review. Daily onsite construction observation services will be performed by Village staff and are specifically excluded from this agreement. Additional services beyond the outlined scope would require additional compensation. Approval of this resolution will authorize the Village President to execute the Agreement for Professional Services with Fehr Graham in the amount of \$5,000.00 , ensuring proper contract administration and documentation for the West Main Street Widening Project.

ATTACHMENTS (PLEASE LIST)
Resolution, Fehr Graham Proposal dated February 23, 2026

ACTION REQUESTED
☐ For Discussion Only ☒ Resolution ☐ Ordinance ☒ Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2026-__R, A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FEHR GRAHAM FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WEST MAIN STREET WIDENING PROJECT.

Staff: Joseph Dienberg, Village Administrator Date: 3/4/2026

RESOLUTION NO. 2026 __R**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH FEHR GRAHAM FOR CONSTRUCTION MANAGEMENT SERVICES
RELATED TO THE WEST MAIN STREET WIDENING PROJECT**

WHEREAS, the Village of Winnebago has awarded the construction contract for the West Main Street Widening Project to Helm Civil following the February 18, 2026 bid opening; and

WHEREAS, the Village desires to retain professional construction management services to assist with contract administration, shop drawing review, pay application review, change order processing, and project closeout documentation; and

WHEREAS, Fehr Graham submitted a proposal dated February 23, 2026 for Construction Management Services for the West Main Street Widening Project, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, said proposal provides for limited construction management services for a lump sum fee of Five Thousand Dollars (\$5,000.00), excluding daily onsite construction observation services which will be performed by Village staff; and

WHEREAS, the proposed services include preparation of contract documents, facilitation of the pre-construction meeting, review of shop drawings, review and preparation of progress and final pay applications, preparation of record drawings, and project closeout documentation; and

WHEREAS, the President and Board of Trustees find that it is in the best interest of the Village to approve said agreement in order to ensure proper contract administration and documentation for the project.

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

SECTION I: APPROVAL OF AGREEMENT

The proposal from Fehr Graham dated February 23, 2026 for Construction Management Services for the West Main Street Widening Project, in the amount of \$5,000.00, is hereby approved.

SECTION II: AUTHORIZATION TO EXECUTE DOCUMENTS

The Village President is hereby authorized and directed to execute the Agreement for Professional Services on behalf of the Village.

SECTION III: EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED this _____ day of _____, 2026

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED:

APPROVED:

**PUBLISHED IN
PAMPHLET FORM:**

February 23, 2026

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

**RE: Proposal for Construction Management Services
West Main Street Widening**

Dear President Eubank,

Please accept this proposal for construction management services for the above-referenced project. It is our understanding that, following the bid opening on February 18, 2026, and the subsequent award approval for the project to Helm Civil, the Village is requesting limited construction management services from Fehr Graham. In an email dated February 23, 2026 from Mr. Chad Insko, the Village intends to handle daily construction observation and coordination services in-house, and as such, Fehr Graham has excluded said services from this proposal. Fehr Graham will provide professional services pertaining to the above for work associated with the below scope items:

SCOPE OF SERVICES

Project Management

As part of this work, Fehr Graham will prepare Contract documents and facilitate signatures, conduct the pre-construction meeting, complete shop drawing reviews and approvals, review and prepare progress and final pay applications, and complete the project closeout documentation. At the conclusion of the project, Fehr Graham will create as-built plans for the Village's records and future reference. It is assumed that as onsite construction observation is not included within this proposal, Village Staff will communicate all plan changes (in the form of marked-up plan sheets) to Fehr Graham for final incorporation into record drawings. Please note, this scope includes an assumed one (1) shop drawing submittal, two (2) pay applications and one (1) change order for the duration of the project. A total of three (3) site visits are also included within the scope to facilitate the review of progress/final pay applications. It is anticipated that this scope will require 30 hours of Fehr Graham staff time to complete. Should additional submittals, pay applications, change orders, and/or site visits be necessary that requires additional hours beyond that amount, additional compensation will be required.

EXCLUSIONS

The following items are not anticipated to be required as part of this Scope of Services:

- » Onsite construction observation services (part-time and full-time).
- » Daily field records, quantity measurement and photo documentation of proposed improvements.
- » Onsite quantity verification.
- » Review of Contractor-provided certified payroll documents.
- » Punchlist inspection and preparation.
- » ROW or easement acquisition services.
- » Design engineering services.
- » Bidding documents and services.
- » Tree survey/Tree Preservation Plan.
- » Geotechnical borings, investigation, or report.
- » Archaeological investigation.
- » Environmental studies or remediation efforts.

- » Construction Staking Services.
- » Quality Control/Quality Assurance materials testing.
- » Maintenance of traffic plans.
- » As-built surveys.
- » Permit fees.
- » Right-of-way permitting.

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

SCHEDULE

Fehr Graham can initiate this project immediately upon approval by the Village of Winnebago.

FEES

Based on the information currently available, we are prepared to provide these services as outlined for the following lump sum fee schedule:

General Construction Management	\$5,000.00
Total	\$5,000.00

Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup.*

AUTHORIZATION

We appreciate the opportunity to present this proposal and trust that the information we have provided aligns with your expectations. Please sign the attached Agreement for Professional Services and return one (1) copy to my attention.

As always, Fehr Graham is committed to providing the necessary resources to ensure this project's timely and competent progress. We look forward to working with you on this project. Should you have any questions, please do not hesitate to contact me at 815.394.4700.

Respectfully submitted,



Luke Ziegler
Project Engineer

LSZ:kcp

Enclosure

\\powervault\Business Development\Proposals\2026\Luke Ziegler\Winnebago, Village of\West Main Street Construction Services\2026.02.23
- Reduced Scope Proposal\Village of Winnebago - 2026.02.23 W. Main Street Construction Proposal.docx

**AGREEMENT
FOR PROFESSIONAL SERVICES**

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

Description of Services:

Proposal for Construction Engineering Services
West Main Street Widening

Fehr Graham will complete the scope of services as outlined in the proposal dated February 23, 2026, included herein.

COST:

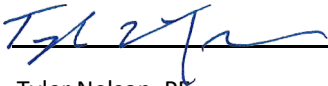
The fixed fee for performing the above services is \$5,000

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

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

ACCEPTED AND AGREED TO:

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

CLIENT:	CONSULTANT:
Signature _____	By  _____
Name _____	Name Tyler Nelson, PE _____
Title _____	Title Branch Manager _____
Date Accepted _____	Date Proposed February 23, 2026 _____
	405.251071A.000

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this Agreement and to the partners, successor, executors, and assigns of such other party in respect to this Agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client. In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs. If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.
8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.
The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.
Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the 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 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.

Section 13. Item #d.

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

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

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

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

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

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



Agenda Item Executive Summary

A RESOLUTION APPROVING AND AUTHORIZING
THE IMPLEMENTATION OF THE VILLAGE OF
WINNEBAGO ANNUAL SIDEWALK REPAIR AND
REPLACEMENT PROGRAM AND SAFE STEP
SIDEWALK PROGRAM FUNDING

Item Name

Committee or
Board

Board

BUDGET IMPACT

Amount:	50,000	Budgeted:	Yes
List what fund:	General Fund		

EXECUTIVE SUMMARY

The Village has historically allocated approximately \$50,000 annually toward sidewalk repair, replacement, and maintenance activities. Since 2024, the Village has partnered with Safe Step LLC to implement a targeted sidewalk evaluation program utilizing a 25-point defect identification system and saw-cutting repair methodology. This approach has increased efficiency and allowed the Village to repair additional hazardous sidewalk panels within existing budget constraints.

According to the 2025 Sidewalk Program Summary, the Village repaired 245 sidewalk panels in 2024-2025 through saw-cutting methods at a total cost of \$19,996, addressing approximately 1.78 miles of sidewalk. The program resulted in 172 additional repairs compared to traditional full panel replacement methods and improved documentation through GIS mapping, photographic records, and defect tracking.

For the 2026 program year, approximately \$10,000 is proposed to be allocated toward Safe Step evaluation and saw-cut repairs, completing the targeted work within the Resh Farms Subdivision. Approximately \$30,000 is anticipated to be coordinated with the Swift Street Water Main Replacement and Street Improvements project to ensure ADA-compliant sidewalk construction and cost efficiencies. Remaining funds will be utilized for prioritized repairs identified through Safe Step evaluation, Public Works inspections, and resident reports.

ATTACHMENTS (PLEASE LIST)

Resolution, Safe Step Executive Summary

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2026-___R, A RESOLUTION APPROVING AND AUTHORIZING THE IMPLEMENTATION OF THE VILLAGE OF WINNEBAGO ANNUAL SIDEWALK REPAIR AND REPLACEMENT PROGRAM AND SAFE STEP SIDEWALK PROGRAM FUNDING

Staff: Joseph Dienberg, Village Administrator Date: 3/4/2026

RESOLUTION NO. 2026-____R**A RESOLUTION APPROVING AND AUTHORIZING THE IMPLEMENTATION OF
THE VILLAGE OF WINNEBAGO ANNUAL SIDEWALK REPAIR AND
REPLACEMENT PROGRAM AND SAFE STEP SIDEWALK PROGRAM FUNDING**

WHEREAS, the Village of Winnebago (“Village”) is responsible for maintaining public sidewalks to ensure safe, accessible, and ADA-compliant pedestrian infrastructure throughout the community; and

WHEREAS, the Village has historically appropriated and expended approximately Fifty Thousand Dollars (\$50,000) annually for sidewalk repair, replacement, and maintenance activities through its Capital Improvement Program and Public Works operations; and

WHEREAS, beginning in 2024, the Village implemented a targeted sidewalk evaluation and repair program utilizing Safe Step LLC (“Safe Step”) to strategically identify hazardous sidewalk panels, prioritize repairs, and maximize the number of panels addressed within available funding; and

WHEREAS, Safe Step has provided evaluation, documentation, and repair prioritization services utilizing established defect identification criteria and reporting tools, resulting in additional sidewalk panels repaired beyond traditional replacement methods and improved efficiency in maintaining sidewalk infrastructure

WHEREAS, the Village has utilized the Safe Step program to focus repairs in designated priority areas, starting with Resh Farms Subdivision, with approximately Ten Thousand Dollars (\$10,000) annually allocated toward Safe Step repairs as part of the Village’s broader sidewalk program; and

WHEREAS, the Village Board finds that the continuation of the Safe Step program and targeted sidewalk repair approach provides an effective framework for maintaining sidewalk infrastructure, prioritizing hazardous conditions, and ensuring efficient use of public funds; and

WHEREAS, the Village anticipates completion of the Resh Farms Subdivision Safe Step sidewalk repairs during the 2026 program year, marking the completion of a multi-year targeted effort; and

WHEREAS, the Village further intends to coordinate sidewalk replacement and installation activities in conjunction with planned infrastructure improvements, including the Swift Street Water Main Replacement and Street Improvements project, which includes roadway improvements and ADA-compliant sidewalk construction along Swift Street; and

WHEREAS, the Village anticipates allocating approximately Thirty Thousand Dollars (\$30,000) of the annual sidewalk program budget toward sidewalk replacement and installation associated with the Swift Street corridor improvements in order to maximize efficiency and coordination with planned infrastructure work; and

WHEREAS, the remaining sidewalk program funds shall be utilized by the Village to perform sidewalk repairs and replacements consistent with the Safe Step evaluation framework, Public Works inspections, resident reports, and identification of hazardous pedestrian conditions; and

WHEREAS, the Village Board finds that authorizing the Director of Public Works to implement and administer the sidewalk program in accordance with the Safe Step evaluation framework and Village priorities is necessary and appropriate to ensure timely completion of sidewalk improvements.

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

SECTION I: APPROVAL OF SIDEWALK PROGRAM

The Village Board hereby approves the continuation and implementation of the Village of Winnebago Annual Sidewalk Repair and Replacement Program, including the Safe Step sidewalk evaluation and repair program, substantially in accordance with the Safe Step Executive Summary attached hereto and incorporated herein as Exhibit A.

SECTION II: AUTHORIZATION OF SAFE STEP PROGRAM FUNDING

The Village Board hereby authorizes the allocation of up to Ten Thousand Dollars (\$10,000) during the 2026 sidewalk program year for Safe Step sidewalk evaluation, saw-cutting, and repair services as part of the Village's overall sidewalk program.

SECTION III: AUTHORIZATION TO DIRECTOR OF PUBLIC WORKS

The Director of Public Works is hereby authorized and directed to implement and administer the Annual Sidewalk Repair and Replacement Program, including:

- A. Coordinating Safe Step sidewalk evaluation and repair services;
- B. Completing the targeted Safe Step sidewalk repairs within the Resh Farms Subdivision;
- C. Coordinating sidewalk replacement and installation associated with the Swift Street Water Main Replacement and Street Improvements project;
- D. Utilizing remaining sidewalk program funds to repair or replace sidewalk panels identified through Safe Step evaluation, Public Works inspection, resident reports, or other identified hazardous conditions; and
- E. Making discretionary determinations regarding repair prioritization, repair methods, and program implementation consistent with the Safe Step framework and Village operational priorities.

SECTION IV: PROGRAM FUNDING AND COORDINATION

The Village Board hereby affirms its intent to allocate approximately Fifty Thousand Dollars (\$50,000) in 2026 toward sidewalk repair and replacement, including coordination with capital infrastructure projects to maximize efficiency and ensure safe pedestrian infrastructure throughout the Village.

SECTION V: EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED AND ADOPTED this ____ day of January 2026.

APPROVED:

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____



2025 Sidewalk Program Summary





Objectives & Results

Your Objectives

1. Utilize saw-cutting to achieve an increase in the number of panels repaired
 - **Result:** In 2025, the Village repaired an extra **84** unsafe sidewalk panels using saw-cutting.
 - Including all projects from 2024-2025, Village of Winnebago repaired an extra **139** unsafe sidewalk panels.
2. Develop a strategic and proactive program to evaluate sidewalk conditions and identify defects
 - **Result:** Safe Step LLC consulted with Village of Winnebago to establish a 25 point criteria for defect identification and classification and confirmed the sidewalk areas/locations to be evaluated.
 - Village of Winnebago provided **3** priority areas, totaling approximately **1.16** sidewalk miles to evaluate; **0.74** of those miles were able to be evaluated for saw-cutting and R&R defects until the budget was reached.
3. Obtain accurate documentation for decision-making and record-keeping
 - **Result:** Safe Step LLC provided defect data through their exclusive online portal “**Sidewalk Central.**”
 - Village of Winnebago maintains full control to review and choose preferred repair types for each defect evaluated in the project area.
 - The data included the nearest defect address, defect measurements and photos, a map view of all defects, and other relevant notes; Completed saw-cutting repairs also include a repair photo for quality control and timestamp for record-keeping.
4. Decrease staff time and costs for sidewalk evaluations, documentation, and project management
 - **Result:** Village of Winnebago saved an estimated 5.70 engineering and management hours utilizing Safe Step LLC for the sidewalk consultation and reporting of 4,420 data points collected during the sidewalk evaluation; These costs are included as part of Safe Step's saw-cutting repairs.

Other Feedback

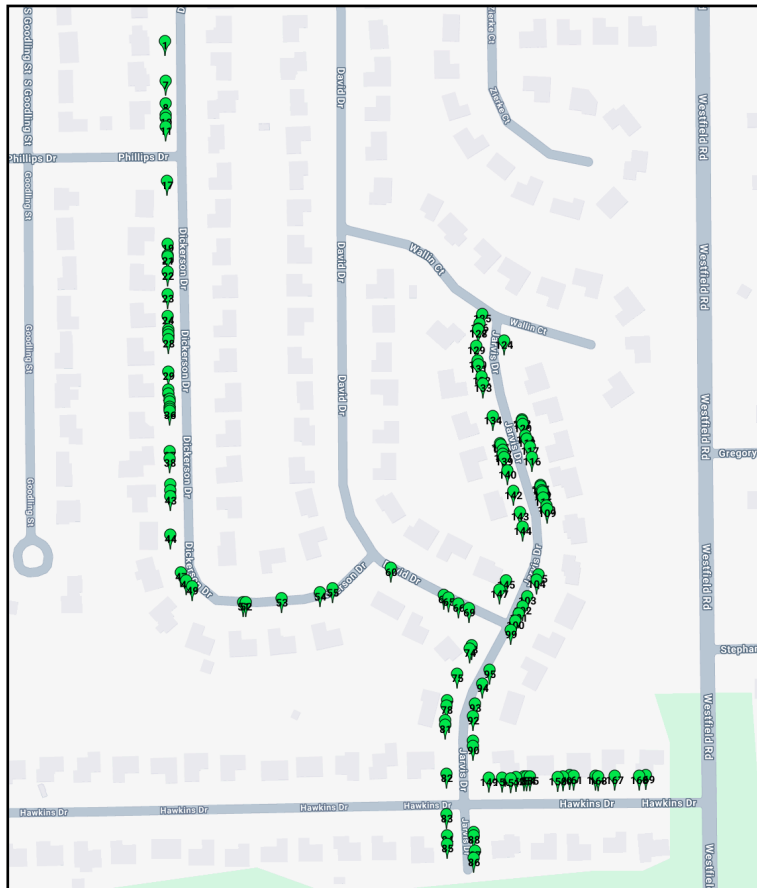
1. Village of Winnebago shared that they’ve received positive community feedback about the sidewalk program over the last two years.
2. They would like to maintain their current defect criteria and focus in the same neighborhood until it’s completed in entirety.
3. Safe Step will provide the Village of Winnebago GIS shapefiles, R&R reports and Lifting reports.

Philip Sitton • Project Manager • (331) 444-4822 • Philip@NoTrippin.com • www.notrippin.com

Information contained in this summary is *proprietary and confidential*, and is to be used solely by Village of Winnebago personnel in evaluating the project. Copying, unauthorized disclosure, reuse in any form is prohibited.



Saw-Cutting Repair Locations



**33% OF ALL SAW-CUTS WERE
CROSS-CUTS, LEVELING BOTH
PANELS AT THE JOINT**

Due to the limitations of GPS mobile app technology, the locations shown above should be relied upon as approximate to their actual locations. Map Data: Google

2024-2025 Sidewalk Project Information

Project Year	Offset Criteria	Sidewalk Avg Width	Saw-cut Repairs	Total Cost of Saw-Cutting	Miles Repaired*	Sawcut Cost / Mile	Sq. Ft. Saved	# of Repairs if R&R used	Additional Repairs Using Safe Step	R&R Sq. Ft. Price
2024	1/2" - 2"	3.80	121	\$10,000	1.04	\$9,615	2,447	33	88	\$15.00
2025	1/2" - 2"	3.85	124	\$9,996	0.74	\$13,509	2,074	40	84	\$15.00
2024-2025		3.8	245	\$19,996	1.78	\$11,234	4,521	73	172	

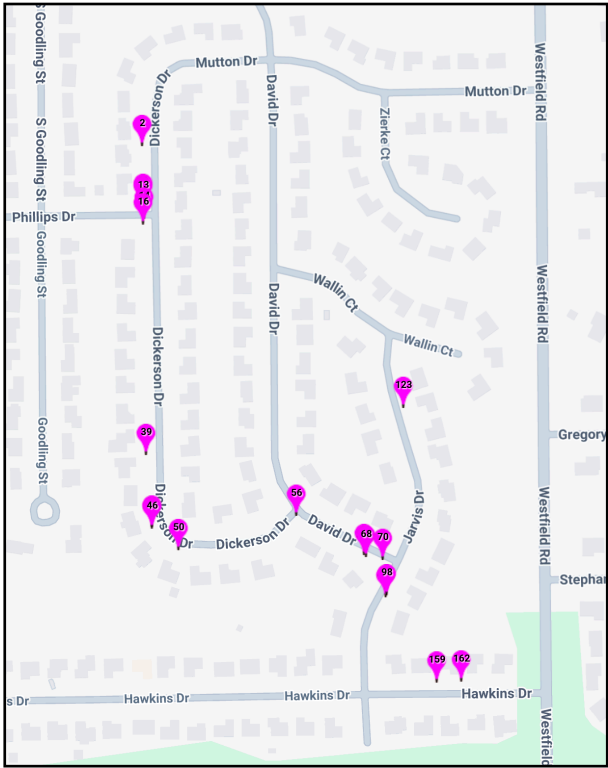
*Sidewalk miles repaired are based on survey of sidewalk segments by offset criteria - scatter sites mileage not determined

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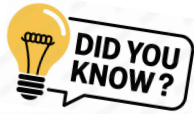
Replacement Locations



Due to the limitations of GPS mobile app technology, the locations shown above should be relied upon as approximate to their actual locations.
Map Data: Google

2024-2025 Sidewalk R&R Information

Project Year	4 Inch SqFt	4 Inch Est. Cost	6 Inch SqFt	6 Inch Est. Cost	Total R&R Cost	R&R Cost Per Mile
2024	1337	\$20,055	88	\$1,584	\$21,639	\$20,806.73
2025	673.43	\$10,101	0	\$0	\$10,101	\$13,650.61
2024-2025	2,010.43	\$30,156	88.00	\$1,584	\$31,740	\$17,228.67



**ALL OF OUR SIDEWALK INSPECTORS
AND TECHNICIANS RECEIVE
RESIDENT INTERACTION TRAINING.**

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[illegible]

Red highlighting indicates areas not yet evaluated or repaired. Various colored highlighting indicates the sidewalks that have been evaluated and repaired.

Estimated Sidewalk Miles	Avg Width	Estimated Sq. Ft Cost	Total Value of Sidewalk
14.07	3.8	\$15.00	\$4,234,507

Current Budget	Avg Saw-Cut / Mile	Sidewalk Miles To Be Repaired	Years Remaining
\$10,000	\$11,234.00	12.3	14
\$15,000	\$11,234.00	12.3	9
\$20,000	\$11,234.00	12.3	7

57



Additional Benefits

Engineering Time Saved

1. Village of Winnebago saved approximately **5.70 engineering hours** utilizing Safe Step LLC.
2. This engineering time can be broken into three major categories:
 1. **Evaluation time:** Mapping and verifying sidewalk areas, defining and confirming a 25 point defect evaluation criteria, mobilizing, assessing each sidewalk panel, accurately capturing 26 key data points, photographing and time-stamping each defect, and physically marking sidewalk panels as appropriate.
 2. **Data validation time:** Processing and validating data for accuracy, preparing reports for project execution, archiving defect data for record-keeping, and preparing this yearly summary for review and future decision-making.
 3. **Project management time:** Verifying contractor's work, communication with contractor, quality assurance checks, interacting with residents, and more. Safe Step LLC's exclusive online portal allows Village personnel to maintain control of the project with an easy method to review defects and photos, select preferred repair types, observe project completion, and ensure quality with completed repair photos, minimizing visits to the sidewalks.



Sample Repair Photo: Defect 7 repaired on 05/19/25 at 507 Dickerson Dr. at 11:16 AM

Public Support for Safe, Walkable Sidewalks

1. **85.9%** of adults think it important to find a walkable community with safe sidewalks when looking for a new place to live.
2. **87%** of Americans feel that it is important for local governments to achieve ADA compliance and for sidewalks to be accessible for those with disabilities.
3. **84.7%** of adults believe it is important to use local tax dollars toward sidewalks.

Results based on a nationwide survey conducted in April 2019 by Praecones Analytics

Completed repair photos and timestamps help ensure repair quality

Philip Sitton • Project Manager • (331) 444-4822 • Philip@NoTrippin.com • www.notrippin.com

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Agenda Item Executive Summary

Item Name A RESOLUTION APPROVING A TASK ORDER FOR DESIGN ENGINEERING SERVICES FOR THE SWIFT STREET WATER MAIN RECONSTRUCTION PROJECT Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village Board previously approved a task order for design engineering services related to the Swift Street Water Main Reconstruction Project at its January 21, 2026 meeting. Village staff held a project kickoff meeting with Fehr Graham on February 6, 2026. Design work is currently underway by the Village Engineer. Upon completion of design, construction bids will be advertised and received, after which the Board will be asked to consider bid acceptance and authorization to proceed with construction.

This project will replace aging and outdated transite water main infrastructure along Swift Street, resolve long-standing hydraulic issues, and support the Village's broader effort to improve water system reliability and public health through phased investment in critical utility upgrades.

ATTACHMENTS (PLEASE LIST)

Available upon Receipt from Fehr Graham

ACTION REQUESTED

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

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

Staff: Joseph Dienberg, Village Administrator Date: 3/4/2026
Chad Insko, Director of Public Works



Agenda Item Executive Summary

Item Name MFT Westfield Project Bid Acceptance Committee or Board Board

BUDGET IMPACT

Amount:	TBD – Awaiting Bids	Budgeted:	Yes
List what fund:	MFT		

EXECUTIVE SUMMARY

Following significant storm events in mid-2024, a structural assessment determined that the culvert under Westfield Road was deteriorating, contributing to roadway settlement and lacking necessary side banks or guard rails. Fehr Graham, the Village Engineer, recommended full replacement with a precast concrete box culvert to meet IDOT standards and improve stormwater management.

The Village Board approved the engineering task order on August 21, 2024, and adopted Resolution 2025-03R on January 15, 2025, to formally approve the project as part of the 2025 MFT Program.

The project experienced delays due to required environmental studies. These studies have now been completed and cleared, and state approval is anticipated imminently. With regulatory clearance nearly finalized, the project is expected to move forward as soon as bid approvals are received. Once bids are opened and reviewed, they will be brought before the Village Board for formal acceptance, enabling construction to proceed.

ATTACHMENTS (PLEASE LIST)

Resolution 2025-03R, Fehr Graham Proposal & Agreement, IDOT MFT Estimate of Costs

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE THE ACCEPTANCE OF BIDS FOR THE WESTFIELD ROAD MFT PROJECT UPON COMPLETION OF THE BIDDING PROCESS AND SUBJECT TO FINAL STATE APPROVALS.

Staff: Chad Insko, Director of Public Works Date: 3/4/2026
Joseph Dienberg, Village Administrator



**Illinois Department
of Transportation**

Section 13. Item #g.

**Resolution for Maintenance
Under the Illinois Highway Code**

District	County	Resolution Number	Resolution Type	Section Number
2	Winnebago	2025-03A	Original	25-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Winnebago Illinois that there is hereby appropriated the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/25 to 12/31/25 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Winnebago Local Public Agency Type Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

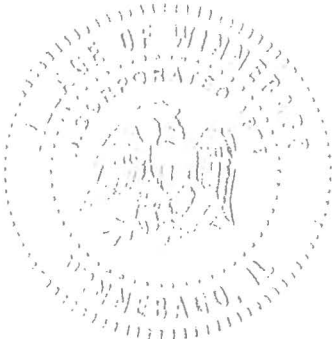
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Sally Jo Huggins Village Clerk in and for said Village Name of Clerk Local Public Agency Type Local Public Agency Type of Winnebago Name of Local Public Agency in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Winnebago at a meeting held on 01/15/25 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of January, 2025 Day Month, Year

(SEAL, if required by the LPA)



Clerk Signature & Date

Sally Jo Huggins 1-15-2025

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency General Maintenance

Submittal Type **Original**

Estimate of Maintenance Costs

District Estimate of Cost For

2 Municipality

Local Public Agency		County	Section Number	Maintenance Period	
Village of Winnebago		Winnebago	25-00000-00-GM	Beginning 01/01/25	Ending 12/31/25

Maintenance Items								Total Maintenance Operation Cost
Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	
Westfield Road	IV	Yes		LS	1	\$202,325.25	\$202,325.25	\$202,325.25
Total Operation Cost								\$202,325.25

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$202,325.25			\$202,325.25
Maintenance Total	\$202,325.25			\$202,325.25

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$11,366.26		\$23,833.74	\$35,200.00
Engineering Inspection	\$12,139.52			\$12,139.52
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$23,505.78		\$23,833.74	\$47,339.52
Total Estimated Maintenance	\$225,831.03		\$23,833.74	\$249,664.77

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Franklin/Carly 11/15/2025

Title

Village President

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type ☐ Original

Local Public Agency

County

Section

Maintenance Period
Beginning Ending

Village of Winnebago

Winnebago

25-00000-00-GM

01/01/25

12/31/25

IDOT Department Use Only

Received Location

Received Date

Additional Location?

☐

WMFT Entry By

Entry Date



Maintenance Engineering to be
Performed by a Consulting Engineer

Local Public Agency

Village of Winnebago

County

Winnebago

Section Number

25-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee

☒ > \$20,000 Base Fee = \$1,250.00

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	5%	6%	6%	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature & Date

Franklin J. Embury 11/15/2025

Title

Village President

BY:

Consulting Engineer Signature & Date

Title

P.E. Seal & Date

Approved:

Regional Engineer, IDOT Signature & Date

August 23, 2024

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

**RE: Proposal for Professional Services
Resh Farm Drainage Study and Improvements**

Dear President Eubank,

We understand the Village intends to replace the box culvert crossing under Westfield Road near the point of stormwater discharge from the Resh Farms subdivision. This replacement will require a topographic survey, the design of a new precast box culvert, a brief drainage review to confirm sizing of the new culvert and bidding documents and services.

The following is the scope of services which Fehr Graham is set to provide:

SCOPE OF SERVICES

Topographic Survey

Fehr Graham will perform a limited topographic survey at the Resh Farms stormwater outlet structure, as well as the area surrounding the box culvert under Westfield Road described above. Accurate edge of pavement locations will be obtained at the Westfield culvert along with visible utilities, and spot elevations where needed for design purposes. A permanent benchmark will be placed on site. Upon completion of the field data collection, GIS data and LIDAR contours from WinGIS will be supplemented into the survey information to create a base surface to work from.

Westfield Culvert Replacement Design

Fehr Graham will prepare the following Final Engineering Services:

- » Final Engineering Plans to facilitate replacement of the existing box culvert through the preparation of:
 - Removal Plan.
 - Will indicate the removal of existing box culvert and headwall sections.
 - Site Plan and Details.
 - Proposed plan layouts.
 - Proposed spot elevations.
 - Proposed culvert invert elevations. At this time, it is assumed that the Village is requesting a design for a precast box culvert structure.
 - Proposed pavement section and specification for Westfield Road.
 - Construction Detail Drawings.
 - Soil Erosion and Sedimentation Control Plans.
 - Details and Specifications relating to the work depicted in these drawings.
 - Brief drainage memo justifying culvert sizing based on the drainage area tributary to the culvert assuming the existing Resh Farms detention basin is not detaining to the Winnebago County Stormwater Ordinance requirements.

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- » Fehr Graham will provide an itemized opinion of probable costs for the proposed improvements upon completion of the design phase for the Village of Winnebago to use in verifying the project budget.

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 attendance and coordination for one (1) pre-bid conference.

EXCLUSIONS

The following items are **not** anticipated to be required as a part of this Scope of Services:

- » Environmental or soil remediation services.
- » Water and sanitary sewer improvements.
- » Civil and structural engineering design relating to the Resh Farms stormwater outlet structure.
- » Multiple culvert design options for Westfield Culvert replacement.
- » As-built survey.
- » National Pollutant Discharge Elimination System Permit and Stormwater Pollution Prevention Plan (assumed less than 1 acre of disturbance).
- » Permit fees.
- » Archaeological investigations.
- » Ecological investigations.
- » Preparation of permanent or temporary easements and/or right-of-way acquisition documents.
- » Utility coordination.
- » Title commitments.
- » Construction management and observation services.
- » Contract management services.
- » Construction staking.
- » Boundary survey.
- » Design services for scope outside of that listed above.
- » Multiple bidding processes.
- » Geotechnical borings and reporting.
- » Illinois Department of Natural Resources hydrologic and hydraulic study/report and permitting.
- » Preliminary bridge design and Hydraulic Report submission to Illinois Department of Transportation (DOT).
- » Type, Size, and Location Drawing for culvert structure (Illinois DOT).
- » PCSWMM modeling of Resh Farms Subdivision.
- » Stormwater modeling of existing Resh Farms stormwater basin.
- » Topographic survey of Resh Farms subdivision.

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

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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:

» Topographic Survey	\$3,100.00
» Westfield Culvert Replacement Design	\$26,600.00
» Bidding Documents and Services	\$5,500.00
Total	\$35,200.00

AUTHORIZATION

We appreciate the opportunity to provide you with this proposal. Please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

I trust that the information we have provided is in line with your expectations. If you should have any questions or concerns, please do not hesitate to contact me in the office at (815) 394-4700.

Sincerely,



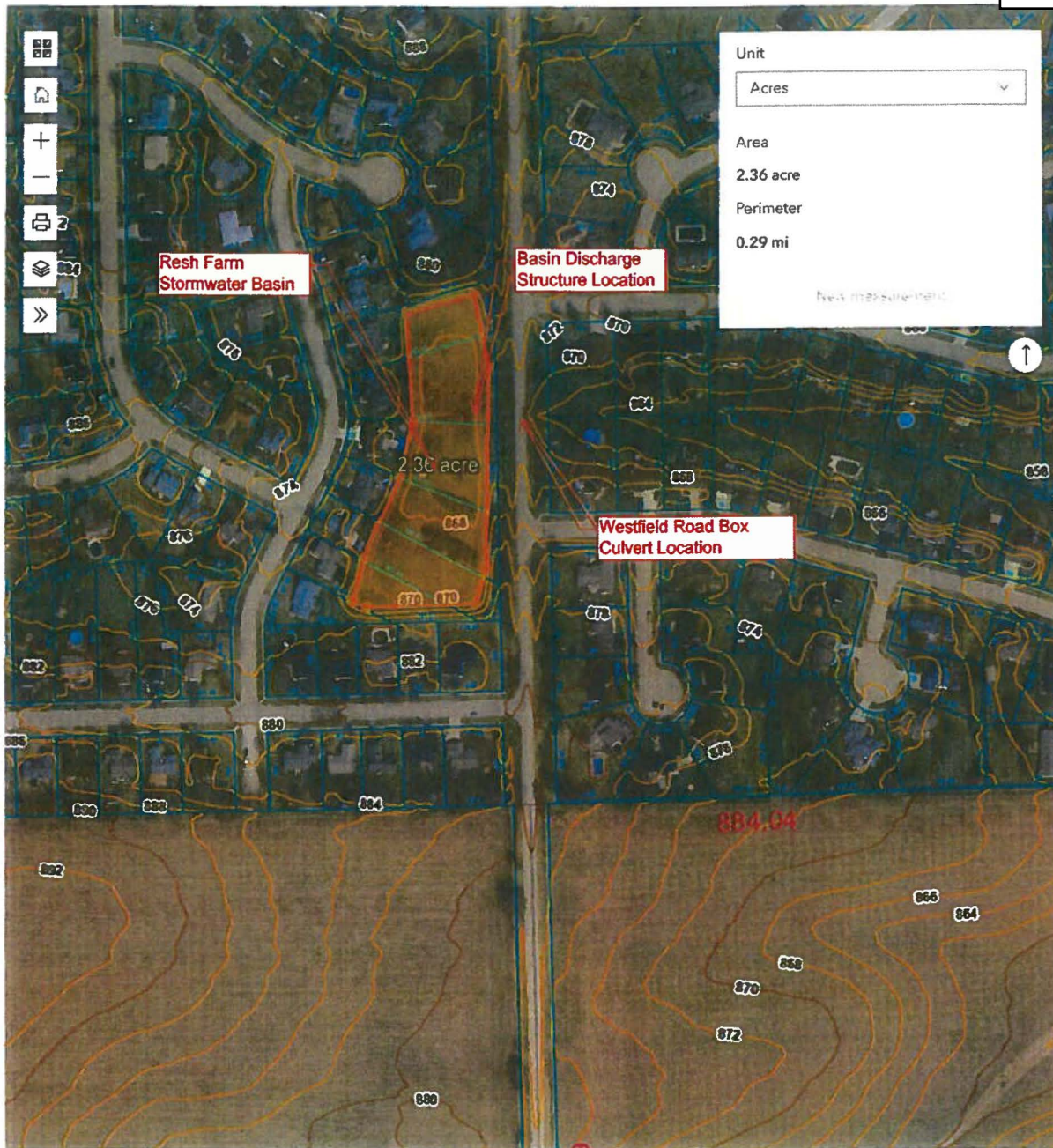
Seth Gronewold, PE
Principal

SWG:jjja

Enclosures

- Site Exhibit
- Agreement for Professional Services

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AGREEMENT FOR PROFESSIONAL SERVICES

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

Description of Services:

Village of Winnebago – Resh Farm Drainage Study and Improvements

Fehr Graham will complete the scope of services as outlined in the proposal dated August 23, 2024, included herein.

COST:

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:

» Topographic Survey	\$3,100.00
» Westfield Culvert Replacement Design	\$26,600.00
» Bidding Documents and Services	\$5,500.00
Total	\$35,200.00

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 Gronewold, PE

Principal

August 23, 2024

24-1570

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

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

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

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

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

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

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

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

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

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

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

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