



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, February 18, 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 04, 2026
- b. *Approval of Invoices Presented for Payment \$ 48,806.52
- c. *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

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.](#) Resolution Approving A Task Order With Fehr Graham For Platting Services Related to the Kasch Drive Infrastructure Improvements.
- [b.](#) Main Street Widening Bid Acceptance
- [c.](#) Swift Street Bid Acceptance
- [d.](#) 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 4, 2026
- [b.](#) Committee of the Whole Meeting: March 4, 2026

17. ADJOURNMENT

**Posted: February 16, 2026 at 2:13 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491
/s/ Kellie Symonds, Deputy Clerk**

The Board of Trustees of the Village of Winnebago met in person on February 04, 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 – KIM - LEFEVRE - MCKINNON -SPRINGER, present

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Public Works Director Chad Insko, Treasurer Dana Novinson, Lieutenant Nick Haff, Greg Brown, Dr. John Schwuchow. Luke Ziegler of Fehr Graham attended remotely.

4. ROLL CALL & ESTABLISHMENT OF A QUORUM - A quorum was established.
5. MEETING GUIDELINES
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. KIM, 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 January 21, 2026
- b. *Approval of Invoices Presented for Payment \$56,849.53

10. PRESIDENT'S REPORT –

- a. Winnebago School District 323 Superintendent Dr. Schwuchow and Rockford School District CEO Greg Brown discussed the upcoming Winnebago County Sales Tax Referendum. They explained if it passes, it will be distributed based on a per-student basis. It would basically be for facilities, mental health, and school resource officers.

11. TREASURER'S REPORT – *(Report provided at the second Board Meeting of the month).*

12. DEPARTMENT HEAD REPORTS

- a. Administrator Report – Not provided. *(Report provided at the second Board Meeting of the month).*
- b. Police Chief Report – Not provided. *(Report provided at the second Board Meeting of the month).*
- c. Public Works Director – Not provided. *(Report provided at the second Board Meeting of the month).*

13. ACTION ITEMS

- a. Resolution Approving and Authorizing the Execution of the Village Administrator Employment was delayed to the end of the meeting .
- b. Chief White explained the Winnebago–Boone County Investigative Cooperative is basically the outgrowth of the Task Force with the same name. It is formed to investigate shootings by an officer, etc., when called into action. It is a Memorandum of Understanding (MOU) signed by the Police Chief and needs no Board action at this time.

There will be a meeting tomorrow with Fehr Graham, February 5, 2026, to discuss items c, d, e, and f.

- c. Main Street Widening Bid Acceptance.
- d. Swift Street Bid Acceptance.

- e. A Resolution Approving A Task Order With Fehr Graham For Platting Services.
- f. A Resolution Approving A Task Order With Fehr Graham For Engineering Design Services For The Kasch Drive Road Construction.

15. NEW BUSINESS – No new business discussed.

A motion was made by MR. MCKINNON, seconded by MR. GRAHAM to continue this meeting following the conclusion of the Committee of the Whole. Motion carried on a unanimous roll call vote at 6:48 p.m.

The Board returned to Regular Session at 8:04 p.m. with all six trustees, Attorney Gaziano, the Clerk, Village Administrator Joseph Dienberg, with President Franklin Eubank presiding.

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

A motion was made by MR. MCKINNON, seconded by MR. GRAHAM to go into Executive (Closed) Session at 8:06 p.m. to discuss the Village Administrator’s contract, specifically as it relates to Economic Development. Motion carried on a unanimous roll call vote.

The Board returned to Regular Session at 8:28 p.m. with all six Trustees, Attorney Gaziano, Village Administrator Joseph Dienberg, the Clerk, and President Franklin Eubank presiding.

13. ACTION ITEM

- a. A motion was made by MR. ACKERMAN, seconded by MR. LEFEVRE to adopt Resolution 2026-05R A Resolution Approving and Authorizing the Execution of a Village Administrator Employment Extension Agreement Between the Village of Winnebago and Joseph D. Dienberg. Motion carried on a unanimous roll call vote.

16. UPCOMING MEETINGS

The next Board meeting will be held on February 18, 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. KIM, to adjourn at 8:30 p.m. The motion carried on a voice vote.

UNAPPROVED

Sally Jo Huggins, Village Clerk

Warrant List

February 18, 2026
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - \$48,806.52

Section 2: Invoices over \$5,000 - \$28,761.03

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

February 18, 2026

Invoices Presented

For Board Approval

Total Invoices: \$48,806.52

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 2/18/2026 THRU 2/18/2026

Section 9. Item #b.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000108	BADGER METER INC							
I-80225784	1235 MO.METER CHARGES JAN 26	R	2/18/2026	1,173.25		027060		1,173.25
000117	BONNELL INDUSTRIES INC							
I-0226157-IN	SALT SPREADER REPAIR - FLANGE	R	2/18/2026	167.44		027061		
I-0226234-IN	PRODIGY SNOW PLOW REPAIR PRS	R	2/18/2026	144.70		027061		312.14
000367	CITY OF ROCKFORD							
I-75004476	MONTHLY WATER SAMPLES JAN 26	R	2/18/2026	132.00		027062		132.00
000100	CONSERV FS							
I-108028633	55 GAL FUEL OIL ULTRA CLEAR	R	2/18/2026	241.69		027063		
I-108028634	153.4 GAL AKROGOLD	R	2/18/2026	389.14		027063		
I-108028635	125.40 GAL DIESELEX GOLD	R	2/18/2026	401.95		027063		
I-108028636	114.5 GAL DIESELEX GOLD	R	2/18/2026	303.68		027063		1,336.46
000460	CORE & MAIN LP							
I-Y343048	#" SUCTION HOSE HURCO REPAIR	R	2/18/2026	450.00		027064		450.00
000038	DIAMOND PROPERTY MAINTENANCE,							
I-12612	JAN 26 OFFICE CLEANING	R	2/18/2026	160.00		027065		160.00
000597	DIVERSIFIED BENEFIT SERVICES,							
I-464156	POP PLAN DOCUMENT 2026	R	2/18/2026	150.00		027066		150.00
000024	FEHR-GRAHAM & ASSOCIATES							
I-137340	VILLAGE MAP UPDATE/BOARD MEET	R	2/18/2026	692.75		027067		
I-137341	ADD'L ESR WESTFIELD BX CULVERT	R	2/18/2026	717.25		027067		1,410.00
016040	FERGUSON WATER WORKS SUPPLY							
I-0544682	WATER METER SPLITTER 126 BENTO	R	2/18/2026	228.42		027068		228.42
000536	GILL'S FREEPORT DISPOSAL							
I-24430254T087	FEBRUARY TRASH SERV FEB 26	R	2/18/2026	19,989.30		027069		19,989.30
016028	GRAINGER							
I-9784997257	SQUARE AXIAL FAN	R	2/18/2026	13.51		027070		13.51
000707	LAW OFFICES ANCEL GLINK, P.C.							
I-116704	WINN HIGHLANDS SERVICES	R	2/18/2026	125.00		027071		125.00
000148	LAWSON PRODUCTS INC							
I-9313190817	DRILL BITS, PLIERS, GL;OVES	R	2/18/2026	661.38		027072		661.38

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 2/18/2026 THRU 2/18/2026

Section 9. Item #b.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000307	MANHEIM, CASPER							
I-INV017	MONTHLY BUILD INSPEC FEB 26	R	2/18/2026	1,000.00		027073		
I-INV018	MONTHLY CODE ENFORCE FEB 26	R	2/18/2026	960.00		027073		1,960.00
000731	MENARDS - CHERRY VALLEY							
I-1851	SINK REPLACEMENT FAUCET WELL 3	R	2/18/2026	78.97		027074		
I-1975	LIGHT BULBS	R	2/18/2026	59.90		027074		
I-2086	SCREW'S MISC - SHELVING INSTA	R	2/18/2026	44.04		027074		
I-2280	BULK WATER METER INSTAL RAS BU	R	2/18/2026	69.00		027074		
I-2336	SDS DRILLBIT	R	2/18/2026	37.44		027074		289.35
000663	MONROE POWERSPORTS INC							
I-252768	FILTERS & SERV - POLARIS RANGE	R	2/18/2026	385.96		027075		385.96
000299	MORTON SALT, INC.							
I-5404019009	200,680 LB BULK SAFE-T-SALT	R	2/18/2026	8,771.73		027076		8,771.73
016054	PDC PRECISION DRIVE AND CONTRO							
I-INV32531	HEAT SINK FAN KIT WEL,L #3	R	2/18/2026	111.19		027077		
I-INV32532	DEHUMIDIFIER ROCK 39 PUMP HOUS	R	2/18/2026	4,237.92		027077		4,349.11
000357	R.J. BOWERS DISTRIBUTORS, INC.							
I-0309291	RIPSAW& MISC - HURCO REPAIR	R	2/18/2026	692.95		027078		692.95
000422	ROCKFORD INFORMATION TECHNOLOG							
I-44188	REMOTE MGMT SERVER/PC/LAP JAN	R	2/18/2026	285.00		027079		
I-44404	REMOTE MGMT SERVER/PC/ LAP FEB	R	2/18/2026	285.00		027079		
I-44504	REMOTE MGMT CORRECTION JUL 25	R	2/18/2026	158.00		027079		
I-44505	REMOTE MGMT CORRECTION AUG 25	R	2/18/2026	158.00		027079		
I-44506	REMOTE MGMT CORRECTION SEP 25	R	2/18/2026	158.00		027079		
I-44507	REMOTE MGMT CORRECTION OCT 25	R	2/18/2026	158.00		027079		
I-44508	REMOTE MGMT CORRECTION NOV 25	R	2/18/2026	158.00		027079		
I-44509	REMOTE MGMT CORRECTION DEC 25	R	2/18/2026	158.00		027079		
I-44510	INSTALL RMM ON SERVERS 7/4/25	R	2/18/2026	400.00		027079		1,918.00
000418	SECURITY ALARM							
I-156835	MONITOR W/LEASED RF 2/1-4/30	R	2/18/2026	129.00		027080		129.00
000825	SULLIVAN'S FOODS							
I-JAN 26 STATEMENT	COFFEE MISC SUPPLIES	R	2/18/2026	17.11		027081		17.11
000696	TRANSUNION RISK AND ALTERNATIV							
I-6789125-202601-1	JAN 2026 TRULOOK UP	R	2/18/2026	120.00		027082		120.00

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 2/18/2026 THRU 2/18/2026

Section 9. Item #b.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
016032	TYLER TECHNOLOGIES							
I-CI100-00251630	3/1 TO 5/31/26 SERVICES	R	2/18/2026	3,470.71		027083		3,470.71
000623	WANLESS BROTHERS MOVING & STOR							
I-9101	FEB 26 STORAGE FEES	R	2/18/2026	100.00		027084		100.00
000840	WINNEBAGO COUNTY							
I-202602122766	JAN 26 RECORDING FEES	R	2/18/2026	108.00		027085		108.00
000616	XEROX FINANCIAL SERVICES							
I-41558647	MAR 26 CONTRACT PAYMENT	R	2/18/2026	353.14		027086		353.14

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	27	48,806.52	0.00	48,806.52
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	27	48,806.52	0.00	48,806.52
BANK: AP TOTALS:	27	48,806.52	0.00	48,806.52
REPORT TOTALS:	27	48,806.52	0.00	48,806.52

SECTION 2:

WARRANT LIST

February 18, 2026

Invoices Over \$5,000

\$ 28,761.03

These invoices are included in the
Section 1 Warrant List

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE: 2/18/2026 THRU 2/18/2026

Section 9. Item #b.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000536	GILL'S FREEPORT DISPOSAL							
I-24430254T087	FEBRUARY TRASH SERV FEB 26	R	2/18/2026	19,989.30		027069		19,989.30
000299	MORTON SALT, INC.							
I-5404019009	200,680 LB BULK SAFE-T-SALT	R	2/18/2026	8,771.73		027076		8,771.73

* * T O T A L S * *

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

2

28,761.03

0.00

28,761.03

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	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	28,761.03	0.00	28,761.03
BANK: AP	TOTALS:		2	28,761.03	0.00	28,761.03
REPORT TOTALS:			2	28,761.03	0.00	28,761.03



Agenda Item Executive Summary

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

Committee or
Board Board

Item Name

BUDGET IMPACT

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

EXECUTIVE SUMMARY

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

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

This lease is up for renewal again, for the lease term of February 28, 2026 to February 28, 2027, with there being oral expression for the continuance of the lease, and the matter now being finalized with this resolution.

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

ATTACHMENTS (PLEASE LIST)

Draft Resolution

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2026-__R, 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

Staff: Kellie Symonds, Deputy Clerk Date: 2/18/2026

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2026- _____ R

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

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

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

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

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

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

WHEREAS, in October of 2021, the original lease was extended, per resolution, for the term of February 28, 2022 to February 28, 2023; in February of 2023 it was extended from February 28, 2023 to February 29, 2024; and in February of 2024 it was extended, per resolution, from February 29, 2024 to February 28, 2025; from February 28, 2025 to February 28, 2026; and

WHEREAS, since the lease is a farm rental lease, pursuant to statutory requirements, failure to execute an extension to the lease at least four months prior to its extension expiration on the date of February 28, 2026, shall be constructive notice of allowing the lease to expire; and

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

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

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

WHEREAS the Village Board hereby finds that it is in the best interest of the citizens of the Village to authorize the Village President to sign an extension of the Illinois Cash Farm Lease with Steven Mitchell for an additional one year lease term of February 28, 2026 to February 28, 2027 for the 33.27 acres of land in Winnebago Highlands currently owned by the Village of Winnebago, which extension document is attached hereto as Exhibit “A”.

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

SECTION 1. RECITALS

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

SECTION 2. APPROVAL

The Village President shall be and hereby is authorized to execute the aforesaid Extension to Illinois Cash Farm Lease with Steven Mitchell for the 33.27 acres in Winnebago Highlands currently owned by the Village of Winnebago, for the lease term of February 28, 2026 to February 28, 2027, according to all other terms and conditions of the original lease as detailed in the attached copy of the original lease marked Exhibit “B”, except as otherwise stated herein due to the change in acreage ownership by the Village.

(The remainder of this page purposely left blank.)

SECTION 3. EFFECTIVE DATE

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

PASSED AND ADOPTED this _____ day of February, 2026.

APPROVED:

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

ATTEST:

Sally Jo Huggins, Village Clerk

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

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

Section 9. Item #c.

THE ABOVE LEASE shall be extended from the ending date of February 28, 2026 to February 28, 2027, with all other terms and conditions as contained in the original lease for the term of April 12, 2021 to February 28, 2022, lease, as previously extended, which are not in conflict with the provisions stated above, to remain in full force and effect. Accordingly, inter alia, per the terms of the original lease, irrespective of the fact that this document extends the lease for another year, the Village still has the right to sell the land in the interim, and the only financial obligation of the Village to Steven Mitchell as Lessee would be that if due to the sale the crops of the Lessee were destroyed, the Village as Lessor shall reimburse Steven Mitchell as Lessee, upon proof of expenditure, for the cost of inputs having been expended to plant the affected acreage for farming, which shall include the cost of seed, fertilizer, chemicals, and like materials, but shall not include the labor costs for such input process or the value of the crops. This extension document shall be attached to the back of the original lease document.

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

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

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

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

Dated: _____

Steven Mitchell, Tenant

Dated: _____

Illinois Cash Farm Lease

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

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

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

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

and

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

whose mailing address is _____

and whose Social Security Number or Employer Identification Number is _____

The parties to this lease agree to the following provisions.

Section 1. Description of Rented Land and Length of Tenure

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

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

commonly known as the Vill-owned Winn. Highlands land farm and consisting of approximately 34.37 acres, together with all

buildings and improvements thereon belonging to the Lessor, except _____

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

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

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

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

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

Option for Indexing: After the first year, the annual cash rent for a particular lease year shall be the Fixed Rent identified above, but adjusted annually after the first year as follows: Not Applicable. Also, the above reduced lump sum rental amount is in consideration of the fact

Lessee, at no additional cost to the Lessor, shall mow, according to Village ordinance requirements, the non-tillable portion of the total 34.9 acres owned by the Village, including, but not limited to, the condo lots, and the approximately 10 acres of retention pond, waterways, right-of-ways, sewer easements, and buffer acreage.

Farmdoc Form: CL 01-8912. Form edited by D. L. Uehmann, Professor of Agricultural Law, and Denyse Elmerold, Extension Educator. The editors express appreciation to other University of Illinois Extension Farm Business Management and Marketing Educators for their assistance with this form.

Exhibit "B"
(consisting of 9 pages)

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

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

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

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

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

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

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

OPTION I - FLEXING FOR PRICE ONLY

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

OPTION II - FLEXING FOR PRICE AND YIELD

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

OPTION III - OTHER PROCEDURE TO BE USED

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

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

TOTAL INFLEXIBLE RENT \$

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

¹ If calculated figure is less than "Min. cash rent" in "Basic Information," use the set minimum. If calculated figure is more than "Max cash rent" in "Basic Information," use the set maximum.
² The current yield shall be the "farm" yield for the current lease year.

Section 3. Investments and Expenses

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

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

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

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

Section 4. Tenant's Duties in Operating Farm

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

A. Activities required:

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

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

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

11. Other: N/A

Section 5. Management and Business Procedures

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

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

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

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

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

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

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

C. Financial and production records. The Tenant agrees to keep financial and production records of the farm business and to furnish an annual report to the Lessor, on such forms as the Lessor may provide, on or before _____**D. Cash Rent Installments.** The cash rent shall be paid each year in the following installments:

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

Balance Due	Total Due	\$1,200.00
-------------	-----------	------------

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

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

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

3. _____

F. Land use in last year of lease. If, during the last six months of the lease term, or after notice to terminate has been given if this lease has become a year to year lease, the parties fail to agree on questions of land use, cropping system, fertilizer applications, or any deviations from the lease provisions, then the specific agreements in this lease shall prevail or, in the absence of agreements in the lease, the Lessor shall decide and the Tenant agrees to abide by the Lessor's decisions. The Lessor's decisions shall not contradict any provisions in this lease or violate good farming procedures.**G. Conservation.** Both Lessor and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices recommended by the Natural Resource Conservation Service and to cooperate with that agency's soil and water conservation programs.**H. Tenant responsible for hired labor.** The Tenant shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.**I. Other management agreements:** none other than as elsewhere stated herein

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

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

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

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

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

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

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

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

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

Section 7. Additional Lease Provisions

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

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

_____	Landowner	_____	Date
_____	Landowner	_____	Date
By _____	Avent	_____	Date
_____	Tenant	_____	Date
_____	Tenant	_____	Date

**3:5Landlord grants to Tenant an easement for ingress and egress to the subject premises for the limited purpose of farming agricultural crops only and harvesting the same for sale.

Amendments and Extensions to the Lease

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

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

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

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

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

1. Item: _____ Description and restrictions: _____

Date: _____ Lessor's Signature _____

2. Item: _____ Description and restrictions: _____

Date: _____ Lessor's Signature _____

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

D. Lease Extensions

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

LEGAL DESCRIPTION
FOR
MITCHELL CASH FARM LEASE
(34.37 ACRES)

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

PARCEL IDENTIFICATION NUMBERS:

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

LEGALLY DESCRIBED AS:

PARCEL I:

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

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

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

PARCEL II:

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

PARCEL III:

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

PARCEL IV:

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

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

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

Village Administrator Monthly Report – January 2026

General Administration

- Coordinated CY2026 budget development with the Treasurer and department heads, including analysis of revenues and detailed line-item review in various Departments.
- Prepared board materials and meeting packets for the Zoning Board, Village Board, and Committee of the Whole throughout the month.
- Participated in discussions regarding the proposed transition from Comcast to Silo Communications for Village internet services, resulting in ordinance approval to proceed.
- Continued Coordinating the Village's Software Transition to LOCiS by participating in multiple meetings.
- Attended Various ILCMA Committee Meetings that I serve on, including the Summer Conference Planning Committee and the Committee for Professional Conduct
- Oversight of beginning-of-year utility billing transitions continued cellular meter transition matters.
- Direct troubleshooting and vendor coordination for LOCiS utility billing and fund processing issues.
- Attended a one on one Lunch with Representative McCombie, sharing village plans, goals and priorities with the house minority leader.
- Met with Lexipol regarding village administrative needs.
- Attended Quarterly PSAP and NorthCOG Meetings

Community Development

- Hosted Monthly Development Team meeting reviewing all active developments in the Village with the Village Building Official, Engineer, Director of Public Works, Deputy Clerk, FRSA, Win-Bur-Sew Chief.
- Met/Spoke with:
 - A national homebuilder pursuing a large-scale residential development opportunities on vacant parcels.
 - A restaurant/bar operator opening new downtown location, "Tap on Benton" at former Benton Street Angel Treasurers Location.
 - Table Talk Supper Club
 - Louie's Uptown LLC
 - A local Coffee Vendor, "Wake zone Roasting Co." looking to expand operations to a brick and mortar location at the vacant location next to Athletico
 - Region 1, regarding further grant funding for 114 S. Benton Street Environmental Studies
- Coordinated with the Village Attorney and special counsel to continue negotiations for the potential sale of Village-owned property, including infrastructure review and appraisal considerations.
- Coordinated with developers and Village staff on multiple commercial and redevelopment projects. Continued engagement with a prospective buyer for Village-owned property.
- Worked with Community Development Intern on project correcting inconsistencies with the UDO

**Village Engineer Report
for
Village of Winnebago**

**Village Board Meeting
February 18, 2026**

THE FOLLOWING REPORT OF ACTIVITIES IS PROVIDED TO THE VILLAGE BOARD FOR INFORMATIONAL PURPOSES:

Active Projects:

#24-1255 Cunningham Road Water Main Replacement—As the project did not make the IEPA’s FINAL Intended Funding List for 2025/2026, the Village has elected to pursue separating the water main replacement within the South Swift Street right-of-way between West Soper Street and West Cunningham Road into a standalone project.

Total Contract Value: \$47,100.00

Invoiced to Date: \$33,910.00

#24-1570 Resh Farm Stormwater – Agreement for the design of a new box culvert under Westfield Road was approved by the Village on September 9, 2024. On April 18, 2025, it was determined by IDOT that the submitted project does not qualify for the “General Maintenance” section but rather the “Construction” section. Revised materials were provided to the City for signature, and then to IDOT for approval on April 23, 2025. IDOT ESR materials were submitted in December 2025, with additional/supplemental materials being provided on December 22. IDOT design review comments over the culvert were received on January 26, 2025, with revisions being completed.

Total Contract Value: \$48,900.00

Invoiced to Date: \$31,343.75

#25-1071 West Main Street Widening – On June 18, 2025, Village staff approved the proposal for professional services regarding a project to resurface and widen a portion of West Main Street. The project was released to potential bidders on February 11, 2026, with the bid open scheduled for February 18. Construction is anticipated to start in late spring.

Total Contract Value: \$26,550.00

Invoiced to Date: \$24,450.00

#25-1162B Village of Winnebago 2025 MFT Construction – On October 5, 2025, a pre-construction meeting was held with the Village, FRSA, Martin & Company and Fehr Graham personnel all in attendance. Project scope and deadlines were discussed, along with an anticipated schedule. Final quantities were agreed upon on November 20, with final pay application and change order documents being provided to the Village for signature on November 21. IDOT approval for both documents was given on January 28, 2026.

Total Contract Value: \$8,890.65

Invoiced to Date: \$8,560.75

#26-125 Village of Winnebago 2026 General Engineering – Below is a breakdown of those phases which have been utilized to date for the Contract.

Total Contract Value: \$25,000.00

Invoiced to Date: N/A

#26-125 PH01 Village of Winnebago 2026 General Engineering (Development) - Monthly development meeting with Village, FRSA and Win-Bur-Sew Fire Department staff was held on Monday, February 9, to discuss ongoing/upcoming development projects within the Village. General coordination with Village Staff regarding the potential Willingham Subdivision expansion

Total Phase Value: \$5,000.00

Invoiced to Date: N/A

#26-125 PH04 Village of Winnebago 2026 General Engineering (Public Works/Infrastructure) – Filing of Village provided record drawings for the Willingham Subdivision. PDF materials provided to Mr. Joey Dienberg.

Total Phase Value: \$5,000.00

Invoiced to Date: N/A

#26-125 PH05 Village of Winnebago 2026 General Engineering (Village Board/General Items) – Attending the February 4th Village Board Meeting.

Total Phase Value: \$5,000.00

Invoiced to Date: N/A

#26-320 Village of Winnebago Swift Street Improvements – Below is a breakdown of those phases which have been utilized to date for this Contract.

Total Contract Value: \$24,950.00

Invoiced to Date: N/A

#26-320 PH01 Village of Winnebago Swift Street Improvements (Design Engineering) – On January 12, 2026, at a yearly project kickoff meeting between Fehr Graham and Village Staff, it was requested that the Cunningham Road Water Main project have the Swift Street portion pulled and turned into a standalone project. The project was approved by the Village Board on January 21. Fehr Graham has begun design work, creating new drafting (CAD) files from the Cunningham project and revising water main connections.

Total Phase Value: \$19,500.00

Invoiced to Date: N/A

#26-322 Village of Winnebago Kasch Drive Water Main – Below is a breakdown of those phases which have been utilized to date for this Contract.

Total Contract Value: \$12,500.00

Invoiced to Date: N/A

#26-322 PH01 Village of Winnebago Kasch Drive Water Main (Design Engineering) – On January 12, 2026, at the yearly project kickoff meeting between the Village and Fehr Graham, it was requested that Fehr Graham provide a proposal for water main design for the Winnebago Highlands (Kasch Drive) loop. The project was approved at the January 21 Village Board meeting, and Fehr Graham has begun design efforts, utilizing LiDAR elevations as requested by Village staff.

Total Phase Vale: \$7,950.00

Invoiced to Date: N/A

Please note, at the request of Dana Novinson with the Village, all engineering reports now include a breakdown of all phases for projects to aid in billing review. It is also worth noting that the invoiced totals were provided at the time of completion of this report and may not reflect the most current billing cycle total(s). Those projects indicating an invoiced to date value of "N/A" have not yet had an invoice.

Respectfully Submitted,



Luke Ziegler
Staff Engineer

O:\Winnebago, Village of\25-125 - 2025 General Engineering Services\PA Final\PH05 - Village Board - General Items\Village Engineer Reports\25-125 - Winnebago 2026-02-04 February Engineer Report.doc

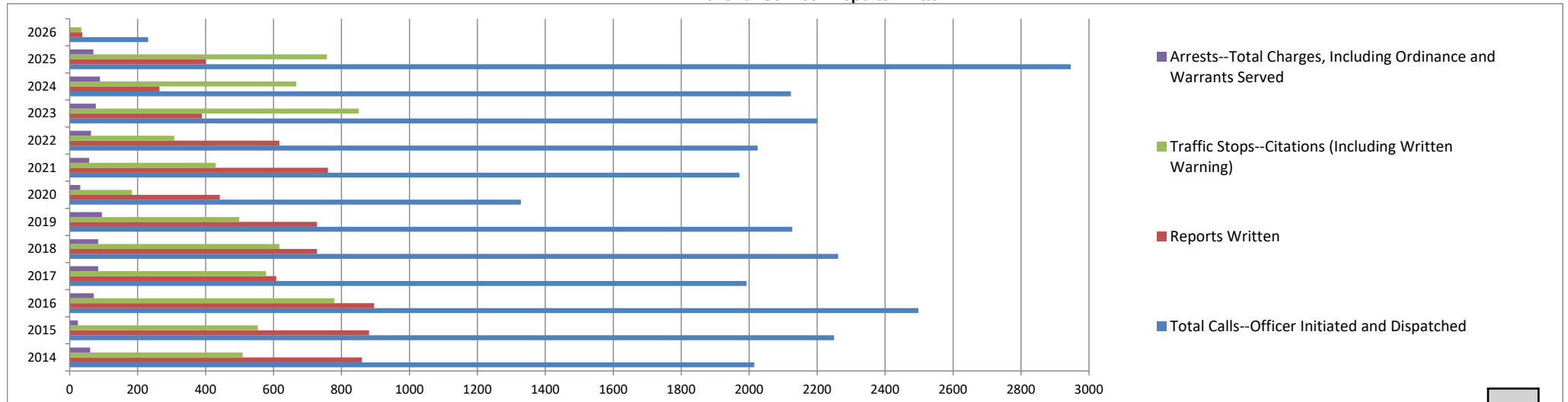
**Winnebago Police Department
2023/2024/2025/2026 Calls and Offenses**

Section 12. Item #b.

Offense Type	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total 2026	Total 2025	Total 2024	Total 2023
Aggravated Battery (including Agg. Domestic)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Armed Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault (Includes Aggravated Offense)	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
Battery	0	0	0	0	0	0	0	0	0	0	0	0	0	4	2	7
Burglary/Burglary from Vehicle	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0
Criminal Damage to Property	0	0	0	0	0	0	0	0	0	0	0	0	0	9	8	8
Criminal Damage to State Supported Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
DUI Alcohol / Drugs Includes Agg. DUI	0	0	0	0	0	0	0	0	0	0	0	0	0	3	1	7
Disorderly Conduct	0	0	0	0	0	0	0	0	0	0	0	0	0	14	14	14
Fleeing to Elude (Aggravated)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4
Domestic Trouble/Domestic Battery/OP Violation /Vio.Stalking Order	3	0	0	0	0	0	0	0	0	0	0	0	3	25	13	29
Hit and Run	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4	2
Home Invasion	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
ID Theft / Forgery / Decept. Prac.	4	0	0	0	0	0	0	0	0	0	0	0	4	7	9	11
Illegal Consumption / Minor in Possession of Alcohol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Possession of Cannabis (Manu./Deliver)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4	8
Possession of Controlled Substance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Possession of Drug Paraphernalia	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Reckless Conduct	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reckless Discharge of a Firearm	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reckless / Negligent Driving	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1
Residential Burglary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Resisting Obstructing Peace Officer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4
School Bus Arm Violation	2	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2
Sexual Abuse/Assault	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0
Suicide Attempt / Threat of Suicide / Mental Health Call	0	0	0	0	0	0	0	0	0	0	0	0	0	13	25	28
Suspended/Revoked Driver's License/Registration	1	0	0	0	0	0	0	0	0	0	0	0	1	46	94	29
No Valid Driver's License	0	0	0	0	0	0	0	0	0	0	0	0	0	4	2	4
Theft of Vehicle (Recover Stolen)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2
Theft Over \$500 / Retail Theft	2	0	0	0	0	0	0	0	0	0	0	1	3	3	1	1
Theft Under \$500.00 / Retail Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	11	12	23
Unlawful Use of Weapon (Aggravated)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Violation of Bail Bond	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Warrant Service	0	0	0	0	0	0	0	0	0	0	0	0	0	6	5	10

*Report does not reflect all calls, all reports written, or all arrests

Calls for Service / Reports Written



Winnebago Police Department

Traffic Speed Sign Data: January 2026

Location	Average Speed	Max Speed	Car Count
N. Elida Street	26.18	94	15971
W. McNair Road	25.73	69	19117
Winnebago High School	17.87	31	1946
Cunningham Road	31.92	68	49431
E. McNair Road	42.92	91	16840
These numbers also include first responders responding to calls for service			
These numbers also include radar interference between in-car and stationary radar units			

Police radar systems are useful tools for monitoring vehicle speeds, but **they're not foolproof**—especially when multiple radar units are operating near each other. Interference between radar signals can cause **false or inaccurate readings**, such as speeds being recorded from the wrong vehicle or no vehicle at all.

This is exactly why **trained police officers are essential** when it comes to using radar for enforcement. A radar sign or unmanned unit simply displays or collects speed data—but it **cannot distinguish between vehicles**, identify the source of a speed reading, or confirm its accuracy.

A police radar unit can give false readings due to **interference from another radar unit**—this is commonly referred to as **co-channel interference** or **mutual interference**. Here's how that happens in simple terms:

1. Same or Similar Frequencies

Police radar units typically operate on specific frequency bands (like X, K, or Ka bands). If two radar units are operating on the same or close frequencies in the same area, their signals can mix. One radar might accidentally **receive the signal** from the other unit instead of its own reflected signal.

2. Signal Confusion

Radar units measure speed by sending out a signal and calculating the Doppler shift in the signal that bounces back from a moving vehicle. If the radar receives a signal **from another radar unit**, it might interpret that signal as a reflected signal—causing it to show a **false speed reading**, even if there's no vehicle moving at that speed.

3. "Shadowing" and "Ghosting" Effects

Interference might cause the radar to display:

Shadowing: Detecting a vehicle behind the target vehicle, which may not exist or may be moving at a different speed.

Ghosting: Showing a speed reading when no vehicle is present—just the result of the interfering signal.

4. Mobile vs. Stationary Radars

This is more common when **two radar-equipped vehicles are near each other**—say, two patrol cars parked near one another or passing each other with radars on. The moving radar might pick up the stationary radar's signal or vice versa. In some cases, this adds all the signals together resulting in a high number that is not accurate.

A trained officer, on the other hand:

Visually confirms which vehicle is speeding before acting.

Can **spot and disregard false readings** caused by interference or unusual conditions. Regularly tests the calibration of the radar to ensure it's working properly.

Documents their observations and provides credible, court-admissible evidence.

This is why tickets are not issued based on radar sign readings alone—those devices are for public awareness or traffic studies, not enforcement. Only a trained officer using a tested, calibrated and properly operated radar unit can issue a valid citation.

In short, the human element is what ensures speed enforcement is accurate, fair, and legally sound.

Section 12. Item #b.

Total from previous Years	\$ 109,500.00
Grand Total	\$109,500.00



Agenda Item Executive Summary

Item Name A RESOLUTION APPROVING A TASK ORDER WITH FEHR GRAHAM FOR PLATTING SERVICES RELATED TO THE KASCH DRIVE INFRASTRUCTURE IMPROVEMENTS Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

This resolution authorizes a task order with Fehr Graham for professional platting services in connection with the planned improvements to Kasch Drive. Services will include preparation of plats of easement, dedication, or right-of-way as needed to facilitate legal and physical access for public infrastructure installation. These services are critical to the coordination and legal readiness of the broader 2026 construction plans.

ATTACHMENTS (PLEASE LIST)

Available upon Receipt from Fehr Graham

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE RESOLUTION 2026-__ R, A RESOLUTION APPROVING A TASK ORDER WITH FEHR GRAHAM FOR PLATTING SERVICES RELATED TO THE KASCH DRIVE INFRASTRUCTURE IMPROVEMENTS

Staff: Chad Insko, Director of Public Works Date: 2/4/2026
Joey Dienberg, Village Administrator



Agenda Item Executive Summary

Item Name Main Street Project Bid Acceptance Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

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

Fehr Graham, as the Village Engineer, has designed the project. Bids will be let this week, with the bid opening scheduled for Wednesday morning prior to the February 18, 2026 Board meeting. At that meeting, staff will bring forward a recommendation to award the project, along with a resolution for formal approval.

This project represents a significant investment in the Village and is a necessary step in ensuring reliable infrastructure for the community, and adding significant upgrades to the downtown for drainage and parking improvements.

ATTACHMENTS (PLEASE LIST)

(To be added once bids and resolution are available)

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE A RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BID FOR THE WEST MAIN STREET WIDENING PROJECT, AS RECOMMENDED BY STAFF.

Staff: Joseph Dienberg, Village Administrator Date: 2/18/2026
Chad Insko, Director of Public Works

RESOLUTION NO. 2026 __R

A RESOLUTION ACCEPTING THE BID FOR THE W MAIN STREET WIDENING PROJECT AND AWARDING THE CONTRACT TO HELM CIVIL

WHEREAS, the Village of Winnebago has identified the need for roadway widening and associated improvements along West Main Street as part of its ongoing infrastructure and downtown enhancement efforts; and

WHEREAS, the Village Board previously approved a Professional Services Agreement with Fehr Graham for engineering design and bid administration services for the West Main Street Widening Project; and

WHEREAS, the Village, through its engineering consultant Fehr Graham, solicited and received bids for the completion of said project; and

WHEREAS, bids were publicly opened on February 18, 2026, and the lowest responsible bid was submitted by Helm Civil in the amount of Two Hundred Forty Thousand Two Hundred Forty-Three Dollars and No Cents (\$240,243.00), as set forth in the bid tabulation attached hereto as Exhibit A; and

WHEREAS, Fehr Graham has reviewed the bids and recommended acceptance of the lowest responsible bid and the award of the contract to Helm Civil; and

WHEREAS, this project is not funded through the Illinois Motor Fuel Tax (MFT) Program and shall be funded through the appropriate Village fund as approved in the Village budget.

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

SECTION I: BID ACCEPTANCE

The Village of Winnebago hereby accepts the bid of Helm Civil in the amount of \$240,243.00 for the West Main Street Widening Project, subject to all contract requirements and specifications.

SECTION II: AUTHORIZATION TO EXECUTE DOCUMENTS

The Village President is hereby authorized to execute all necessary documents to award and complete the contract with Helm Civil for the purposes set forth herein.

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 18, 2026

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

**RE: Village of Winnebago – West Main Street Widening
Bid Tabulation and Engineer's Recommendation to Award**

Dear Village President Eubank,

Bids were opened on February 18, 2026, at 10:00 a.m. for the above-referenced project. A copy of the final bid tabulation is attached. The bids were received as follows:

	<u>As Read:</u>	<u>As Corrected:</u>
Rock Road Companies, Inc	\$259,875.20	\$259,875.20
Norwest Construction, Inc.	\$254,198.15	\$250,498.15
Martin & Company Excavating	\$248,196.50	\$248,196.50
DPI Construction, Inc.	\$245,154.00	\$245,154.00
Helm Civil	\$240,243.00	\$240,243.00

After full evaluation of the submitted bids, it is our recommendation that the Contract for the West Main Street Widening Project be awarded to the lowest responsible bidder, Helm Civil, for the amount of \$240,243.00.

If you choose to move forward, we are ready to begin preparing the Contract documents. Thank you for the opportunity to assist the Village with this project. Please feel free to reach out with any questions, or if we can be of further assistance.

Sincerely,



Luke Ziegler
Project Engineer

LSZ:lar

Attachment

O:\Winnebago, Village of\25-1071 - W Main St Widening\PA Final\PH03 - Bidding Docs and Services\25-1071 - Winnebago 2026-02-18 Main Street Widening Bid Recommendation Letter.docx

Exhibit "A"
P. 1 of 3

CONTRACTOR AND ADDRESS:			Helm Civil		DPI Construction, Inc.		Martin & Company		Norwest Construction, Inc.		
			2283 Business Route 20 E.		360 Main Street		P.O. Box 4423		82 Prairie Hill Road		
			Freeport, IL 61032		Pecatonica, IL 61063		Oregon, IL 61061		South Beloit, IL 61080		
Item No. and Description			Approx. Quantity	Unit	Total	Unit	Total	Unit	Total	Unit	Total
BASE BID											
1. EARTH EXCAVATION			185 CY	\$44.00	\$8,140.00	\$41.00	\$7,585.00	\$64.30	\$11,895.50	\$90.00	\$16,650.00
2. CONCRETE WASHOUT			1 EA	\$600.00	\$600.00	\$324.00	\$324.00	\$600.00	\$600.00	\$200.00	\$200.00
3. PAV REM, FULL DEPTH			25 SY	\$11.00	\$275.00	\$33.00	\$825.00	\$32.00	\$800.00	\$52.50	\$1,312.50
4. HMA SURF REM 2			2,850 SY	\$5.20	\$14,820.00	\$4.50	\$12,825.00	\$6.20	\$17,670.00	\$5.00	\$14,250.00
5. APPROACH PAVEMENT REM			3,300 SF	\$1.20	\$3,960.00	\$3.00	\$9,900.00	\$1.66	\$5,478.00	\$3.15	\$10,395.00
6. SIDEWALK REM			350 SF	\$2.00	\$700.00	\$3.00	\$1,050.00	\$7.10	\$2,485.00	\$3.15	\$1,102.50
7. COMB CURB GUTTER REM			35 LF	\$16.00	\$560.00	\$16.00	\$560.00	\$14.40	\$504.00	\$21.00	\$735.00
8. AGG BASE REPAIR			135 CY	\$78.00	\$10,530.00	\$76.00	\$10,260.00	\$76.00	\$10,260.00	\$110.00	\$14,850.00
9. HMA SC IL-9.5 D N50			520 TON	\$99.00	\$51,480.00	\$128.00	\$66,560.00	\$124.00	\$64,480.00	\$112.00	\$58,240.00
10. PCC DRIVEWAY,8			275 SF	\$10.50	\$2,887.50	\$18.00	\$4,950.00	\$19.90	\$5,472.50	\$52.00	\$14,300.00
11. BIT MATLS TACK CT			830 LB	\$0.60	\$498.00	\$1.60	\$1,328.00	\$0.10	\$83.00	\$0.01	\$8.30
12. BIT MATLS PR CT			2,100 LB	\$0.60	\$1,260.00	\$1.40	\$2,940.00	\$0.10	\$210.00	\$0.01	\$21.00
13. AGG BASE CSE B 12			1,150 SY	\$17.00	\$19,550.00	\$26.00	\$29,900.00	\$12.66	\$14,559.00	\$25.25	\$29,037.50
14. PARKING BLKS			9 EA	\$500.00	\$4,500.00	\$375.00	\$3,375.00	\$390.00	\$3,510.00	\$325.50	\$2,929.50
15. THPL PVT MK LINE 4			700 LF	\$3.50	\$2,450.00	\$2.00	\$1,400.00	\$3.00	\$2,100.00	\$2.10	\$1,470.00
16. THPL PVT MK LINE 6			50 LF	\$8.00	\$400.00	\$3.00	\$150.00	\$4.00	\$200.00	\$3.15	\$157.50
17. THPL PVT MK LINE 24			110 LF	\$16.00	\$1,760.00	\$12.00	\$1,320.00	\$14.00	\$1,540.00	\$12.60	\$1,386.00
18. THPL PVT MK LTR & SYM			36 SF	\$20.00	\$720.00	\$12.00	\$432.00	\$14.00	\$504.00	\$12.60	\$453.60
19. MOBILIZATION			1 LSUM	\$38,000.00	\$38,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
20. TRAF CONT & PROT SPL			1 LSUM	\$7,800.00	\$7,800.00	\$9,300.00	\$9,300.00	\$9,000.00	\$9,000.00	\$8,200.00	\$8,200.00
21. PARKWAY RESTORATION			1 LSUM	\$8,280.00	\$8,280.00	\$5,000.00	\$5,000.00	\$12,300.00	\$12,300.00	\$8,000.00	\$8,000.00
22. CONCRETE GUTTER			585 SF	\$16.50	\$9,652.50	\$20.00	\$11,700.00	\$26.30	\$15,385.50	\$22.25	\$13,016.25
23. INLETS ADJUST			5 EA	\$1,500.00	\$7,500.00	\$1,100.00	\$5,500.00	\$1,250.00	\$6,250.00	\$1,260.00	\$6,300.00
24. SANITARY MANHOLE ADJ			4 EA	\$2,100.00	\$8,400.00	\$1,600.00	\$6,400.00	\$1,950.00	\$7,800.00	\$1,260.00	\$5,040.00
25. MANHOLE ADJ			3 EA	\$900.00	\$2,700.00	\$1,050.00	\$3,150.00	\$1,750.00	\$5,250.00	\$840.00	\$2,520.00
26. MAN TA 6 DIA T1F OL			1 EA	\$5,500.00	\$5,500.00	\$6,800.00	\$6,800.00	\$8,000.00	\$8,000.00	\$4,935.00	\$4,935.00
27. INLETS TA T1F OL			1 EA	\$3,100.00	\$3,100.00	\$3,200.00	\$3,200.00	\$2,200.00	\$2,200.00	\$4,515.00	\$4,515.00
28. COMB CC&G TB6.18			250 LF	\$48.00	\$12,000.00	\$62.00	\$15,500.00	\$55.00	\$13,750.00	\$45.00	\$11,250.00
29. PC CONC SIDEWALK 5			590 SF	\$13.00	\$7,670.00	\$14.00	\$8,260.00	\$14.00	\$8,260.00	\$19.15	\$11,298.50
30. DETECTABLE WARNINGS			25 SF	\$45.00	\$1,125.00	\$30.00	\$750.00	\$72.00	\$1,800.00	\$27.00	\$675.00
31. INLET & PIPE PROTECT			13 EA	\$225.00	\$2,925.00	\$120.00	\$1,560.00	\$250.00	\$3,250.00	\$150.00	\$1,950.00
32. PRKING SIGN AND POST			1 EA	\$500.00	\$500.00	\$350.00	\$350.00	\$600.00	\$600.00	\$300.00	\$300.00
TOTAL AS READ BID				\$240,243.00		\$245,154.00		\$248,196.50		\$254,198.15	
TOTAL SUMMATION OF CALCULATED BID				\$240,243.00		\$245,154.00		\$248,196.50		\$250,498.15	
Addendum No. 1				Yes		Yes		Yes		Yes	

CONTRACTOR AND ADDRESS:		Helm Civil		DPI Construction, Inc.		Martin & Company		Norwest Construction, Inc.	
		2283 Business Route 20 E.		360 Main Street		P.O. Box 4423		82 Prairie Hill Road	
		Freeport, IL 61032		Pecatonica, IL 61063		Oregon, IL 61061		South Beloit, IL 61080	
Item No. and Description	Approx. Quantity	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Formal Contract Proposal (BLR 12200)		Yes		Yes		Yes		Yes	
Schedule of Prices (BLR 12201) - Revised Addendum 1		Yes		Yes		Yes		Yes	
Proposal Bid Bond (BLR 12230)		Yes		Yes		Yes		Yes	



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: 2/18/2026
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: 2/18/2026
Joseph Dienberg, Village Administrator



**Illinois Department
of Transportation**

Section 13. Item #d.

**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	Beginning	Ending
Village of Winnebago	Winnebago	25-00000-00-GM	01/01/25	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/Enty 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

Section 13. Item #d.

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?

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☐

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. Embert 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.

August 23, 2024

President Frank Eubank – Village of Winnebago

Village of Winnebago – Resh Farm Drainage Improvements

Page 2

- » 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.*

August 23, 2024
President Frank Eubank – Village of Winnebago
Village of Winnebago – Resh Farm Drainage Improvements
Page 2

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

N:\Proposals\2024\Luke Ziegler\Winnebago, Village of\Resh Farm Stormwater\Reduced Scope Proposal\Winnebago - 2024.08.23 Resh Farm Storm Proposal.docx



**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:

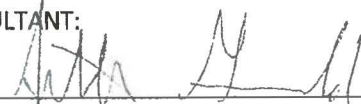
By

Name

Title

Date Proposed


Franklin J. Eubank, Jr.
Village President
9/9/24


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.