



VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, April 01, 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 March 18, 2026

[b.](#) *Approval of Invoices Presented for Payment \$3717.17

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. An Ordinance Repealing Ordinance No. 234 Regarding The Licensing Of Coin-Operated Machines In The Village Of Winnebago
- b. A Resolution Approving Participation in the ComEd Energy Efficiency Program for Lighting Improvements at The Village Lighted Diamond and Authorizing Execution of Associated Documents
- c. A Resolution Authorizing the Issuance of a Request for Proposals for a Water Rate Study
- d. Swift Street Bid Acceptance
- e. Westfield Road Box Culvert MFT Bid Acceptance

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

15. NEW BUSINESS

16. UPCOMING MEETINGS

- a. Board of Trustees Meeting: April 15, 2026
- b. Committee of the Whole Meeting: April 15, 2026

17. ADJOURNMENT

**Posted: March 27, 2026 at 3:00 p.m. at 108 W. Main Street, Winnebago, IL
and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491
/s/ Joey Dienberg Village Administrator**

The Board of Trustees of the Village of Winnebago met in person on March 18, 2026, at 6:00 p.m. with President Franklin J. Eubank, Jr. presiding. The link for the employees and the public to attend remotely was made available through GoToMeeting.

ROLL CALL: ACKERMAN – GRAHAM –LEFEVRE– MCKINNON, present
ABSENT: KIM - SPRINGER

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Lieutenant Nick Haff.

4. ROLL CALL & ESTABLISHMENT OF A QUORUM - A quorum was established.
5. MEETING GUIDELINES: No trustees attended remotely.
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 the opportunity to address the Board.
9. CONSENT AGENDA

A motion was made by MR. MCKINNON, 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 Minutes Public Hearing March 4, 2026
 - b. *Approval of Board Trustees Meeting Minutes from March 4, 2026
 - c. *Approval of Minutes of the Special Board Meeting on March 10, 2026
 - d. *Approval of Invoices Presented for Payment \$46,135.54
10. PRESIDENT’S REPORT – No included in the packet.
 11. TREASURER’S REPORT – Included in the packet.
 12. DEPARTMENT HEAD REPORTS
 - a. Administrator Report –Included in the packet.
 - b. Police Chief Report – Included in the packet
 - c. Public Works Director – Included in the packet.
 13. ACTION ITEMS
 - a. The Code Enforcement matter was discussed. It was suggested the Ordinance in place should be followed or amended. The property owner will be contacted to see whether he is opposed to the vehicle on his property.
 - b. The Swift Road Project remains open.
 - c. The Westfield Road Project remains open.
 14. EXECUTIVE SESSION – None needed.
 15. NEW BUSINESS:

President Eubank reminded the Board they should have received the letter regarding Statement of Economic Interest Forms and to please fill them out before May 1.

There was a question about the Tap on Benton and whether they will have video gaming. The question is whether there needs to be more video gaming.

The property at 201 S Benton Street has been sold and the Village will receive the lien payment of the \$3,465.10.

16. UPCOMING MEETINGS

The next Board meeting will be held on April 1, 2026, at 6:00 pm, followed by the Committee of the Whole Meeting.

17. ADJOURNMENT

A motion was made by MR. GRAHAM, seconded by MR. LEFEVRE, to adjourn at 6:32 p.m. The motion carried on a voice vote.

UNAPPROVED

Sally Jo Huggins, Village Clerk

Warrant List

April 01, 2026

Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - **\$3,717.14**

Section 2: Invoices over \$5,000 - **\$0**

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

April 01, 2026

Invoices Presented

For Board Approval

Total Invoices: **\$3,717.17**

VENDOR SEQUENCE

Section 9. Item #b.

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-000460 CORE & MAIN LP

I	Y680916	PENTAGON KEY/MARKING PAINT	AP		R	4/12/2026	156.30 156.30	156.30CR	
							156.30 156.30	156.30CR 0.00	0.00

01-DYNEGY DYNEGY ENERGY SERVICES

I	030000713740	0 SOPER 12//2 TO 1/4/26	AP		R	1/21/2026	50.24 50.24	50.24CR	
I	030000713741	920 FALCONER 12/02 - 01/04/	AP		R	1/21/2026	273.09 273.09	273.09CR	
I	031040032545	0 SOPER 02/02 - 03/02/26	AP		R	3/06/2026	49.19 49.19	49.19CR	
I	031040032546	920 FALCONER 02/02 - 03/02/	AP		R	3/06/2026	232.43 232.43	232.43CR	
I	031120029605	0 W SOPER 01/05 - 02/01/26	AP		R	2/05/2026	49.87 49.87	49.87CR	
I	031120029606	920 FALCONER 01/05 - 02/01/	AP		R	2/05/2026	280.15 280.15	280.15CR	
							934.97 934.97	934.97CR 0.00	0.00

01-016040 FERGUSON WATER WORKS SUPPLY

I	0546785	M18 BRUSHLESS STK TRANS PUM	AP		R	4/11/2026	460.94 460.94	460.94CR	
I	0546785-1	M12 M-SPECTOR MILWAUKEE TOO	AP		R	4/18/2026	361.13 361.13	361.13CR	
I	0546955	PUMP STICK REP PARTS	AP		R	4/18/2026	255.35 255.35	255.35CR	
							1,077.42 1,077.42	1,077.42CR 0.00	0.00

VENDOR SEQUENCE

Section 9. Item #b.

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-000044 GAZIANO, ATTORNEY MARY									
	I MAR 20 2026	2023 COURT CASES	AP		R	4/19/2026	497.50 497.50	497.50CR	
				REG. CHECK			497.50 497.50	497.50CR 0.00	0.00

01-125 ILLINOIS MUNICIPAL TREASURE									
	I 599	MEMBERSHP NOVINSON TO 04/30	AP		R	3/17/2026	100.00 100.00	100.00CR	
				REG. CHECK			100.00 100.00	100.00CR 0.00	0.00

01-000731 MENARDS - CHERRY VALLEY									
	I 5016	NEW DOOR LOCKS (2)	AP		R	4/19/2026	39.26 39.26	39.26CR	
	I 5133	MISC PAPER PRODUCTS	AP		R	4/21/2026	116.41 116.41	116.41CR	
				REG. CHECK			155.67 155.67	155.67CR 0.00	0.00

01-000298 PACE ANALYTICAL SERVICES, L									
	I 267206911	FLOURIDE BY PROBE (3)	AP		R	4/12/2026	75.00 75.00	75.00CR	
				REG. CHECK			75.00 75.00	75.00CR 0.00	0.00

01-000582 POLLARDWATER									
	I 0307271	SOIL PROBE W/MTL TIP (2)	AP		R	3/13/2026	106.01 106.01	106.01CR	
				REG. CHECK			106.01 106.01	106.01CR 0.00	0.00

VENDOR SEQUENCE										Section 9. Item
VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE	DT	GROSS	PAYMENT	OUTSTANDING
						DISC	DT	BALANCE	DISCOUNT	

01-016045 RAY O'HERRON CO.,INC.										
	I 2466542	KNUDTSON - PANTS, PISTOL UM AP			R	4/12/2026		282.60	282.60	CR
								282.60		
	I 2468534	NICHOLS- STELL CUFFS & CASE AP			R	4/23/2026		107.21	107.21	CR
								107.21		
		REG. CHECK						389.81	389.81	CR
								389.81	0.00	0.00

01-000411 UNIFORM DEN EAST INC										
	I 100326	MUND- RIFLE TACO, RADIO POU AP			R	4/08/2026		131.00	131.00	CR
								131.00		
	I 100371	MCNEELY- EMBLEM REPLACEMENT AP			R	4/12/2026		36.50	36.50	CR
								36.50		
		REG. CHECK						167.50	167.50	CR
								167.50	0.00	0.00

01-001004 VILLAGE OF WINNEBAGO										
	I 03-4204-01 MAR 26	600 W SOPER 2/28 - 03/30/26 AP			R	4/24/2026		15.34	15.34	CR
								15.34		
	I 03-5350-00 MAR 26	104 W MAIN 02/28 - 03/30/26 AP			R	4/24/2026		10.20	10.20	CR
								10.20		
	I 03-5380-00 MAR 26	108 W MAIN 02/28 - 03/30/26 AP			R	4/24/2026		14.41	14.41	CR
								14.41		
	I 07-1467-00 MAR 26	400 E MC NAIR 02/28 - 03/30 AP			R	4/24/2026		17.04	17.04	CR
								17.04		
		REG. CHECK						56.99	56.99	CR
								56.99	0.00	0.00

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	1,218.68CR
17	COMMUNITY DEV FUND	149.30CR
51	OPERATION & MAINTENANCE	2,349.19CR
** TOTALS **		3,717.17CR

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----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		3,717.17	3,717.17CR	0.00
		3,717.17	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		3,717.17	3,717.17CR	0.00
		3,717.17	0.00	

TOTAL CHECKS TO PRINT: 11

ERRORS: 0 WARNINGS: 0

SECTION 2:

WARRANT LIST

April 01, 2026

Invoices Over \$5,000

None

These invoices are included in the
Section 1 Warrant List



Agenda Item Executive Summary

Item Name AN ORDINANCE REPEALING ORDINANCE NO. 234 REGARDING THE LICENSING OF COIN-OPERATED MACHINES IN THE VILLAGE OF WINNEBAGO Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The proposed ordinance repeals Ordinance No. 234, originally adopted in 1950, which required licensing and regulation of coin-operated machines such as billiard tables, musical devices, and similar equipment.

As outlined in the repeal ordinance, the existing regulation is considered outdated and no longer consistent with current regulatory practices. Activities historically associated with the ordinance, including gaming-related devices, are now regulated at the state level, reducing the need for local oversight.

Additionally, the ordinance generates minimal revenue and creates an administrative burden for enforcement and compliance. Repealing it will streamline the Village Code, eliminate duplicative regulation, and improve administrative efficiency while aligning with modern governance practices.

ATTACHMENTS (PLEASE LIST)

Ordinance, Ordinance 234

ACTION REQUESTED

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

MOTION: I MOVE TO APPROVE ORDINANCE 2026-___, AN ORDINANCE REPEALING ORDINANCE NO. 234 REGARDING THE LICENSING OF COIN-OPERATED MACHINES IN THE VILLAGE OF WINNEBAGO

Staff: Joseph Dienberg, Village Administrator Date: 4/1/2026

ORDINANCE NO. 2026-__**AN ORDINANCE REPEALING ORDINANCE NO. 234 REGARDING THE LICENSING
OF COIN-OPERATED MACHINES IN THE VILLAGE OF WINNEBAGO**

WHEREAS, the Village of Winnebago previously adopted Ordinance No. 234 in 1950, requiring the licensing of billiard tables, musical devices, table games, slot machines, and similar devices offered for public use; and

WHEREAS, Ordinance No. 234 established an annual license fee of \$10 per machine and provided for enforcement and penalties for non-compliance; and

WHEREAS, the Village Board has determined that the provisions of Ordinance No. 234 are outdated and no longer aligned with current regulatory practices; and

WHEREAS, the original intent of the ordinance may have included regulation of activities associated with or resembling gambling; and

WHEREAS, such activities, including video gaming, are now comprehensively regulated by the State of Illinois; and

WHEREAS, the Village Board finds that the administrative burden of maintaining and enforcing this ordinance outweighs its limited fiscal and regulatory benefit; and

WHEREAS, the Village Board desires to eliminate outdated and duplicative regulations and improve administrative efficiency and consistency within the Village Code; and

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

SECTION I – REPEAL OF ORDINANCE 234

Ordinance No. 234, entitled “An Ordinance to regulate and license billiard, pool, bagatelle or pigeon tables, musical devices, table games and slot machines and any similar type of game, machine or device offered or maintained for public use,” is hereby repealed in its entirety.

SECTION II – SEVERABILITY

If any provision of this Ordinance is held invalid or unenforceable, such invalidity shall not affect the other provisions of this Ordinance.

SECTION III – EFFECTIVE DATE

This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as required 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:** _____

ORDINANCE NO. 234

An Ordinance to regulate and license billiard, pool, bagatelle or pigeon tables, musical devices, table games and slot machines and any similar type of game, machine or device offered or maintained for public use.

Be it Ordained by the President and Board of Trustees of the Village of Winnebago, Illinois:

SECTION 1. No person, firm or corporation shall operate or maintain a billiard, pool, bagatelle or pigeon table, musical device, table game or slot machine for the use of the public without having first obtained a license therefor as herein provided.

SECTION 2. Definitions: As used in this Ordinance, A musical device is a coin or slug operated machine or mechanism to produce or reproduce music or singing: A table game shall mean and include any device not a gambling device, whether controlled by skill or chance, for the operation of a game, pastime or contest by the manipulation of a marble, sphere, or of objects or figures, or by controlling the movements of the same or setting them in motion by mechanical means; and, The term slot machine shall mean and include any device, not a gambling device, operated by means of slugs or coins, which show pictures, numbers or symbols, singly or in combinations, as a result of operation.

SECTION 3. License Fees : The annual fee for each table, musical device, table game and slot machine shall be \$10.00, issued annually, payable in advance and expiring at the end of the Village fiscal year.

SECTION 4: Applications for such licenses shall be made in writing to the Village Clerk, on forms supplied by the Village of Winnebago, and shall comply with the general provisions of the ordinances relating to such application. Such licenses shall be neither assignable nor transferrable and not subject to refund and shall be attached to the item licensed, by the licensee. When an application for license under this ordinance is made after the expiration of a part of the license year, an annual license for the balance of the year will be issued for a proportionate part of the annual fee. Licenses shall be granted by the President and Board of Trustees and issued by the Village Clerk. A renewal of any license issued hereunder

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when compliance is made with all the provisions of this ordinance, may be granted by the Village Clerk.

SECTION 5: It shall be unlawful for the proprietor of any premises housing any item licensed under the provisions of this ordinance to permit any gambling or betting of any kind or form therein.

SECTION 6: Any person, firm or corporation violating any of the provisions of this ordinance shall be fined not less than one dollar nor more than one hundred dollars for such offense; and a separate offense shall be deemed committed on each day during or on which such violation occurs or continued.

This ordinance shall be in full force and effect from and after its passage, approval and publication pursuant to law.

APPROVED:

Mcalden
Acting President of Board of Trustees,
of the Village of Winnebago, Illinois.

ATTEST: Le. H. Miller
Village Clerk.

PASSED: April 3, 1950.

APPROVED: April 3, 1950.

PUBLISHED: April 6, 1950.



Agenda Item Executive Summary

A RESOLUTION APPROVING PARTICIPATION IN
THE COMED ENERGY EFFICIENCY PROGRAM FOR
LIGHTING IMPROVEMENTS AT THE VILLAGE
BASEBALL DIAMOND AND AUTHORIZING
EXECUTION OF ASSOCIATED DOCUMENTS

Item Name

Committee or
Board

Village Board

BUDGET IMPACT

Amount:

N/A

Budgeted:

N/A

List what fund:

N/A

EXECUTIVE SUMMARY

The proposed resolution authorizes participation in the ComEd Energy Efficiency Program for lighting improvements at the Village baseball diamond. The project includes the installation of new LED fixtures and networked lighting controls to replace existing infrastructure that is over 50 years old, deteriorating, and increasingly difficult to maintain.

This opportunity was coordinated in partnership with the Winnebago Park District due to the shared use of the facility. As outlined in the Assessment Report and Program Offering Agreement, the total project cost of \$47,359.20 is fully offset by ComEd incentives, resulting in no direct cost to the Village, while also providing ongoing operational savings and energy efficiency benefits.

Due to timing constraints associated with incentive availability, the Village Administrator consulted with the Village President and conducted outreach to members of the Village Board to gauge support for securing the available incentives, given the strong financial benefit to the Village. A majority of Board members expressed support, and this resolution formally affirms that direction.

Approval of this resolution will authorize execution of the necessary agreements and allow the Village to proceed with the project, subject to final program approval.

ATTACHMENTS (PLEASE LIST)

Resolution, ComEd Assessment Report & Program Offering Agreement

ACTION REQUESTED

☐ For Discussion Only

☒ Resolution

☐ Ordinance

☒ Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2026-__ R, A RESOLUTION APPROVING PARTICIPATION IN THE COMED ENERGY EFFICIENCY PROGRAM FOR LIGHTING IMPROVEMENTS AT THE VILLAGE BASEBALL DIAMOND AND AUTHORIZING EXECUTION OF ASSOCIATED DOCUMENTS

Staff:

Joseph Dienberg, Village Administrator

Date:

4/1/2026

RESOLUTION NO. 2026- _____**A RESOLUTION APPROVING PARTICIPATION IN THE COMED
ENERGY EFFICIENCY PROGRAM FOR LIGHTING IMPROVEMENTS
AT THE VILLAGE BASEBALL DIAMOND AND AUTHORIZING
EXECUTION OF ASSOCIATED DOCUMENTS**

WHEREAS, the Village of Winnebago, Winnebago County, Illinois (“Village”), is a non-home-rule municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village has received an Assessment Report and Program Offering Agreement through the ComEd Energy Efficiency Program, prepared in connection with proposed outdoor lighting improvements, including networked lighting controls and new LED fixtures, to be installed by Green Sky Consulting LLC; and

WHEREAS, the proposed project was solicited in coordination with the Winnebago Park District due to the shared use of the baseball diamond facilities, which are owned and maintained by the Village; and

WHEREAS, the proposed project will replace existing lighting infrastructure at the Village baseball diamond that is over fifty (50) years old, damaged, and no longer serviceable, with replacement parts and maintenance becoming increasingly difficult, costly, and obsolete; and

WHEREAS, the Assessment Report identifies a total project cost of \$47,359.20, total incentives of \$47,359.20, and a final cost to the Village of \$0.00, subject to program approval and reservation of incentives; and

WHEREAS, the Program Offering Agreement is stated to be valid from December 5, 2025 through December 31, 2026, and provides that the Village is not required to proceed if the project is not approved by the program; and

WHEREAS, the Village Board finds that participation in the program and completion of the proposed lighting improvements is in the best interests of the Village, promotes energy efficiency, addresses aging and failing infrastructure, and supports continued shared recreational use of Village facilities; and

WHEREAS, the Village Board further finds it necessary and appropriate to authorize the Village Administrator to execute the Program Offering Agreement and any related applications, acknowledgments, certifications, and ancillary documents necessary to effectuate the project, subject to consistency with the materials presented to the Village Board.

WHEREAS, due to program timing and incentive deadlines, the Village Administrator consulted with the Village President, who advised proceeding with outreach to members of the Village Board to gauge support for securing available incentives in advance of formal Board action, given the strong financial benefit to the Village; and

WHEREAS, the Village Administrator subsequently conducted outreach to members of the Village Board and confirmed support from a majority of Board members to proceed, subject to formal approval by the Village Board.

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

SECTION I – APPROVAL OF PARTICIPATION

The Village Board hereby approves the Village’s participation in the ComEd Energy Efficiency Program project identified in the Assessment Report and Program Offering Agreement, a copy of which is attached hereto and incorporated herein as “Exhibit A”, including the proposed lighting-related improvements to the Village baseball diamond facility.

SECTION II - EXECUTION OF AGREEMENTS

- A. The Village Board hereby ratifies and affirms the actions of the Village Administrator in coordinating with ComEd, the Program Administrator, and the service provider, including outreach to the Village President and individual members of the Village Board to confirm support for proceeding with the reservation of available incentives associated with the project.
- B. The Village Administrator is hereby authorized and directed to execute, on behalf of the Village, the Program Offering Agreement and any related applications, certifications, acknowledgments, or ancillary documents necessary to carry out the intent of this Resolution, provided such documents are substantially consistent with Exhibit A.
- C. The Village Administrator and Village staff are further authorized to take any additional administrative actions necessary to implement this Resolution and coordinate with ComEd, the Program Administrator, and Green Sky Consulting LLC.

SECTION III - EFFECTIVE DATE

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

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

Assessment Report

Joey Dienberg - Village of Winnebago
0 W SOPER ST 3W SWIFT, WINNEBAGO IL 61088

Assessment Generated Date:

3/24/2026

Annual Energy Usage Benefit

The figures below represent your current energy use and an estimate of where you'll end up after installing the recommended improvements..

Current Energy Usage
3,205 kWh/yr

After Installing Your Selected Improvements
0.00 kWh/yr

Financial Benefit

ComEd provides instant incentives to reduce your upfront project costs. The table below shows your project costs before and after your instant incentives.

Cost of Selected Improvements	\$47,359.20
Total Instant Incentives from ComEd*	- \$33,828.00
Additional Incentives	- \$13,531.20
Project Cost Due to Your Service Provider	\$0.00

*All incentives are subject to change and must be reserved to be guaranteed

Benefits Overview

Total Incentives
\$47,359.20

Estimated Payback Period After Incentives
0.00 Years

Estimated Annual Cost Savings*
\$1,373.79

*Estimated savings based on average retail price of \$0.1177 per kWh and \$1.1342 per therm for commercial customers.

Environmental Impact*

Your project can result in an annual reduction of
5.83 metric tons of CO₂e



That's the equivalent of taking 1.82 cars off the road annually!

*Estimated CO₂ reduction assumes 0.7482 Pounds CO₂e not emitted per kWh reduced. Estimated car removal assumes 1 vehicle removed from service reduces emissions by 9458 Pounds of CO₂e.

Let's Explore



Fleet Electrification
Assessments



Building Energy
Analyzer



Solar, EV and Other
EE Offerings



Small Business
Loan Program



ComEd Bill Account
Services

Prepared By

Green Sky Consulting LLC
Frank Baloun
815-980-6873

fbaloun@greenskyconsulting.net

Applicant Information

Customer Information

Section 13. Item #b.

Company name: Joey Dienberg

Contact name: Joey Dienberg

Address: 0 W SOPER ST 3W SWIFT, WINNEBAGO IL 61088

Telephone: 815-335-2020

Email: jdienberg@winnebagoil.gov

ComEd account number: 5852992000

Name as it appears on electric bill: VILL OF WINNEBAGO

ComEd Electric Choice ID: 5851210965

Service Provider Information

Contracting company name: Green Sky Consulting LLC

Contact name: Frank Baloun

Title: Sales

Telephone: 815-980-6873

Email: fbaloun@greenskyconsulting.net

Illinois Commerce Commission Certification

You acknowledged that pursuant to Section 16-128B of the Illinois Public Utilities Act, ComEd cannot issue certain incentives or rebates unless it is provided with:

1. Certification that the measure was self-installed by the ComEd customer, or
2. Evidence that the measure was installed by an installer certified by the Illinois Commerce Commission

Reminder: All removed equipment must be recycled to ensure inefficient equipment is removed from the market.

You may qualify for more incentives from the ComEd Energy Efficiency Program. If so, we may contact you. For more information, visit [ComEd.com/BizIncentives](https://www.comed.com/BizIncentives). You can also reach us by phone at 855-433-2700 or email us at BusinessEE@ComEd.com.

Program Offering Agreement

Section 13. Item #b.

Work with your Service Provider to review this customized project plan. These improvements were identified by your Service Provider through a free energy assessment. Receive an instant incentive on these improvements by completing the application, signing the program agreement and scheduling installation with your Service Provider. Your project will be installed by your Service Provider and you will only pay the balance after the incentives are applied.

Program Agreement for: Joey Dienberg

Service Provider company: Green Sky Consulting LLC

Valid: December 5, 2025 - December 31, 2026

Representative: Frank Baloun

Energy-Saving Improvements				
Selected for Installation	Improvement Type	Yearly Energy Cost Savings	Quantity	Total Cost
☒	Outdoor: Networked Lighting Controls	\$365.41	24	\$6,000.00
☒	Outdoor: LED New Fixtures	\$1,008.38	24	\$30,576.00

Additional Costs				
Selected for Installation	Improvement Type	Yearly Energy Cost Savings	Quantity	Total Cost
☒	Lift Rental	N/A	1	\$7,983.20
☒	Other	N/A	1	\$2,800.00
Energy-Saving Improvements Cost				\$36,576.00
Additional Costs				\$10,783.20
Incentives*				\$33,828.00
Additional Incentives				\$13,531.20
Final Cost Payable To Service Provider				\$0.00

*Projects must be approved and incentives reserved before any work begins. If the program does not approve the project, the customer is not required to proceed with the project. Incentives stated in this report are valid for 30 days from date of assessment. If you choose to pursue identified energy-saving improvements after 30 days, please contact the program for a revised list of eligible improvements and pricing.

Terms and Conditions

Section 13. Item #b.

Commonwealth Edison Company ("ComEd") is offering the ComEd Energy Efficiency Program ("Program") to eligible customers to facilitate the identification and implementation of cost-effective energy-efficiency improvements available for eligible non-residential customers (commercial, industrial, local governments, municipal corporations, public school districts, public universities, state and federal facilities). This Agreement sets forth the terms and conditions applicable to customer's participation in the Program. By signing below, Customer agrees to comply with and be bound by these terms.

Program Year

Program incentives are offered from December 5, 2025 until December 31, 2026 or when approved funding is exhausted, whichever comes first. Funds are limited and applications are accepted on a first-come, first-served basis. If funding is exhausted in a given calendar year or the Program or an offering is cancelled, only projects which have received a written preapproval will be considered for payment of incentives.

Program Administrator

ComEd has contracted and authorized Resource Innovations ("Program Administrator") to administer the Program including such activities, but not limited to; review, processing, and approval of customer applications; pre and post inspections of customer facilities and facilitate project information requests from customers, and Contractors; completion of energy assessments at customer facilities; and measurement and verification activities.

Contractors

As a convenience to customers, ComEd may provide a list of Service Providers, distributors, manufacturers, and other organizations ("Contractors") that may assist customers with the Program. Customer acknowledges that Contractors are independent contractors with respect to the Program, and that Contractors are not authorized to make representations or incur obligations on behalf of

ComEd. Participation as a Contractor does not constitute an endorsement by ComEd, nor does it certify or guarantee the quality of work performed.

Customer Eligibility

Commercial, Industrial and Public customers on non-residential rate/accounts must meet these requirements:

- 0 - 400 kW Peak Demand for private Commercial and Industrial Businesses
- 0 - 400 kW Peak Demand for public sector customers such as local, township, county, state and federal government facilities, public schools, community colleges, public universities, etc.
- Within the ComEd service territory and receive electricity over ComEd wires regardless of retail electric supplier
- Pay into the Energy Efficiency and Demand Response Adjustment (Rider EDA)

Customer Information

By signing this application, Customer authorizes and acknowledges that ComEd may duplicate, disseminate, release and disclose Customer's information relating to Customer's application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to account information, billing data, and energy usage to Program Administrator, Contractors, and other approved third parties, as applicable, for the purposes of verifying Customer's eligibility for participation in the Program; processing the Customer's application; to verify equipment installation system operation and results; or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, ComEd, Program Administrator, Contractors and approved third parties shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

Project Eligibility

Project requirements under the Program and this Offering include the following:

- Projects must involve new equipment installed at an existing facility that results in a permanent reduction in electrical energy usage (kWh).
- Equipment must be installed and operational.
- Equipment must be new (not used or rebuilt, and not for resale) and used at the address for which savings are claimed.
- Resale of replaced equipment is expressly forbidden.
- Any measures installed at a facility must be sustainable and provide 100 percent of the energy benefits as stated in the application for a period of five years or for the life of the product, whichever is less. If the customer ceases to be a delivery service customer of ComEd, or removes the equipment or systems at any time during the five-year period or the life of the product, the customer may be required to return a prorated amount of incentive funds to ComEd.

Projects that are NOT eligible for an incentive include, but are not limited to, the following:

- All accounts that an eligible large private energy customer has chosen to and been approved to opt out of the ComEd Energy Efficiency Program for the period beginning January 1, 2026 may not contribute to or participate in the ComEd Energy Efficiency Program as of January 1, 2026.
- On-site electricity generation (except as part of a qualifying Combined Heat and Power project)
- Projects involving gas-driven equipment in place of electric equipment (such as a chiller)
- Projects focused primarily on power factor improvement
- Projects that involve peak-shifting (and not kWh savings)
- Renewables
- Projects receiving funding for the same equipment through any other Energy Efficiency Portfolio (EEP) program offered by ComEd, Ameren, Nicor, Peoples or North Shore

- Used and/or refurbished equipment
- Projects for the sole purpose of implementing demand response measures
- Projects that repair or replace existing equipment with like equipment
- Projects that produce a greater savings estimate than the facility's usage within the last 12 months
- Projects that do not meet the usage requirements determined by the Small Business Offering

Section 13. Item #b.

Application Review Process

Program Administrator will review application submission packages for eligibility in the order received. Applicants who submit incomplete applications will be notified of their deficiencies upon review of the application, but could experience delays in the approval process until all requested information is submitted. Program incentives exceeding \$60,000 for an account number will require additional review. Applicants are encouraged to call 855-433-2700 if they have any questions.

Inspections

ComEd reserves the right to inspect all projects to verify compliance with Program rules and verify the accuracy of project documentation. Upon reasonable notice by ComEd, Customer must agree to provide access to project documents and the facility where the efficiency measures were installed for a period of one year after project completion. Customer authorizes ComEd to verify the actual savings from the improvements installed by reviewing three years of billing and usage data pre-installation of the measures and two years post installation of the measures.

Evaluation, Measurement and Verification

The Program is evaluated annually by an independent third-party evaluator, as required by law. Customer's completed project may be selected for evaluation. Depending on the nature of the project, evaluation may include measurement and verification (M&V), the process of monitoring, measuring and/or verifying data related to equipment operation and electrical consumption. Upon reasonable notice, Customer agrees to participate

fully in the evaluation process by allowing access to the facility where the project took place and providing information and access to data required for M%26V to the Program's evaluator and/or to complete a customer survey.

Project Costs

For equipment replacement items, the costs listed are estimated costs for materials. Taxes and costs above this base for items such as vapor tight fluorescent fixtures or installation equipment, e.g. lifts, are to be discussed with the customer by the Contractor. Project scope may include additional items not incentivized or listed in this report, please refer to your Contractor for additional documentation for items outside of this report. Incentive payments are issued directly to the Contractor. Customer is responsible for payment of remaining balance to the Contractor.

Toxic Materials

Neither ComEd nor its Program Administrator shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with customer's facility, including without limitation, asbestos, asbestos products, PCBs or any other toxic substances. All materials removed, including lamps and PCB ballasts, are required to be permanently taken out of service and disposed of in accordance with local codes and ordinances, and resale of replaced equipment is not allowed. Customer understands that its Contractor is responsible for recycling and disposal of old equipment in compliance with applicable codes or ordinances. (Information about hazardous waste disposal can be found at: www.epa.gov/epawaste/hazard/index.htm).

Limitations of Liability

IN NO EVENT WILL COMED AND PROGRAM ADMINISTRATOR, BE LIABLE FOR CUSTOMER'S FAILURE TO ACHIEVE A SPECIFIED AMOUNT OF ENERGY SAVINGS, THE OPERATION OF CUSTOMER'S FACILITIES, OR THE IMPLEMENTATION OF ENERGY CONSERVATION MEASURES AT CUSTOMER'S FACILITIES. IN NO EVENT WILL COMED OR PROGRAM

ADMINISTRATOR BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST SAVINGS OR Section 13. Item #b. INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF CUSTOMER'S PARTICIPATION IN THIS OFFERING.

Each party hereby agrees to defend, indemnify and hold harmless the other party, its consultants, contractors and subcontractors, and their respective officers, employees, agents, assigns, and successors-interest ("Indemnified Parties") from and against any third party claims, damages, losses, liability, costs (including attorney's fees and expenses) for bodily injury to any person (including death resulting therefrom) and property damage arising out of or in connection with the Program, except to the extent such claims, damages, losses, liability and costs are caused by the negligence or willful misconduct of the other party.

Disclaimer

Customer shall be entitled to the energy cost savings realized by the customer that result from the installation of ECMs at the customer's site. In consideration of the services provided by ComEd as part of this Offering, the customer agrees that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and customer waives, and agrees not to seek, any right to the same.

Assessment Report

Customer understands that the Assessment Report ("Report") is provided by ComEd to assist Customer in making energy decisions and is for informational purposes only. The information in the Report is based on an on-site assessment of conditions observed at the facility address identified in Customer's application, information provided by Customer and from ComEd, and industry standard practices and costs for similar projects. The amounts provided are estimates and may vary from actual results of installed measures. This Report is not to be construed as a design document and in no way implies approval of incentive amounts or pre-approval of Customer's

application. ComEd reserves the right to make final determination of customer eligibility, qualifying measures, system savings, project cost-effectiveness and final rebate amounts and the final incentive amount is based on approval of installed measures meeting all Program and Offering requirements.

No Warranties

Customer shall independently evaluate any advice or information offered by ComEd, Program Administrator or Contractors related to estimates of energy savings or project costs and is solely responsible for the selection and implementation of Energy Conservation Measures (ECMs). COMED AND PROGRAM ADMINISTRATOR MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE PERFORMANCE OR EFFECTIVENESS OF ANY POTENTIAL ENERGY OR COSTS SAVINGS, MEASURES IDENTIFIED, EQUIPMENT INSTALLED.

Customer Signature

MEASURES IMPLEMENTED, AND/OR SERVICES RENDERED BY ANY PERSON OR ENTITY IN CONNECTION WITH THE PROGRAM. COMED AND PROGRAM ADMINISTRATOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 13. Item #b.

Governing Law

This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the state of Illinois, excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts located in Cook County, Illinois.

Program Changes

ComEd reserves the right to modify, update, and amend the terms and conditions of the Program, including, but not limited to, making adjustments to incentive amounts, qualifying measures, and changing or cancelling the Program upon thirty (30) days written notice to Customer and/or Contractor. Pre-approved applications, for which the applicant has completed all Program requirements, will be processed to completion under the terms and conditions in effect at the time of the pre-approval by ComEd.

Entire Agreement

The terms and conditions set forth herein, including all attachments and incorporated references, constitute a complete statement of the terms and conditions applicable to Customer's participation and supersede all prior representations or understandings, whether written or oral.

Project Summary

Section 13. Item #b.

Shared Project Plan ID: SBO2026-00003288

Total project cost: \$47,359.20

Total incentives: \$47,359.20

Final cost to customer: \$0.00

Service Provider company name: Green Sky Consulting LLC

Customer Signature

By signing below, I certify that:

1. As the Customer Representative, I have the authority to bind the Customer to these terms.
2. Customer agrees to the installation of the improvements with the above installation quantities as specified in the Report and that Customer will install the specified product(s) at the facility. I have been informed of the installation costs of the specified products and acknowledge and agree that the products were selected at my discretion.
3. I have read, understand and agree to comply with the terms and conditions set forth in this Agreement.
4. I agree that if I remove the energy-saving improvements installed before a period of five years or the end of the product life, whichever is less, then I shall pay back a prorated amount of incentive funds (equal to the cost of the energy-saving improvement(s)) to ComEd based on the actual period of time in which the related equipment was installed and operating (or the full amount if the equipment was never installed). I understand that this is necessary to assure that the project's related energy benefits will be achieved.
5. I consent to use of a third party service for purposes of electronically signing this Agreement and agree to be bound by electronic signature.

Signature: _____

Title: _____

Printed name: _____

Relation to Bill Owner: _____

Date: _____

Company: _____

Terms and conditions apply. Offers subject to change. Actual savings will vary by customer's energy usage and rate. The ComEd Energy Efficiency Program is funded in compliance with state law.
© Commonwealth Edison Company, 2026



Agenda Item Executive Summary

Item Name A Resolution Authorizing the Issuance of a Request for Proposals for a Water Rate Study Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Staff is recommending the issuance of a Request for Proposals (RFP) for a comprehensive Water Rate Study to evaluate the adequacy of the Village's current water rate structure and ensure the long-term financial sustainability of the water enterprise fund.

The Village's existing rate structure was last evaluated in 2021. Since that time, ongoing operational costs, capital infrastructure needs, and long-term debt obligations; particularly those associated with the transition to the Four Rivers Sanitary Authority system, necessitate an updated financial and rate analysis.

The proposed study will include a full financial and operational review, revenue requirement analysis, water usage and billing evaluation, and development of alternative rate structures. The consultant will also prepare multi-year financial projections and evaluate scenarios related to the continuation or expiration of the voter-approved sales tax that currently supports the water enterprise fund through 2032.

This study will provide the Village Board with critical information to guide future policy decisions, including rate adjustments, capital planning, and long-term financial strategy for the utility system.

ATTACHMENTS (PLEASE LIST)

Resolution, RFP

ACTION REQUESTED

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

MOTION:

Staff: Joseph Dienberg, Village Administrator Date: 4/1/2026

RESOLUTION NO. 2026- _____**A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A WATER RATE STUDY FOR THE VILLAGE OF WINNEBAGO**

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

WHEREAS, the Village operates a municipal water utility that provides essential water service to residents and businesses within the Village; and

WHEREAS, the Village last completed a water rate study in 2021 and recognizes the need to update its analysis to reflect current financial conditions, infrastructure needs, and long-term obligations; and

WHEREAS, the Village's water enterprise fund must support ongoing operations, maintenance, capital improvements, and long-term debt obligations, including those associated with the transition to the Four Rivers Sanitary Authority system; and

WHEREAS, the Village relies in part on a voter-approved sales tax to support the water enterprise fund, which is currently authorized through 2032, and future financial planning must account for scenarios involving both the continuation and expiration of this revenue source; and

WHEREAS, the Village desires to ensure that its water rates are equitable, transparent, and financially sustainable, and are developed in accordance with industry best practices, including the principles and guidelines established by the American Water Works Association (AWWA); and

WHEREAS, staff has prepared a draft Request for Proposals entitled “Water Rate Study Request for Proposals” dated April 8, 2026; and

WHEREAS, said Request for Proposals includes a detailed Scope of Services, financial and rate modeling requirements, and selection criteria necessary to procure qualified professional consulting services; and

WHEREAS, the Village Board finds it to be in the best interests of the Village to formally authorize the issuance of said Request for Proposals in order to obtain expert analysis and recommendations regarding the Village’s water rate structure.

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

SECTION I – AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS

The Village Administrator is hereby authorized and directed to issue the “Water Rate Study Request for Proposals” dated April 8, 2026, in substantially the form presented to the Village Board.

SECTION II - ADMINISTRATIVE AUTHORITY

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

SECTION III - EFFECTIVE DATE

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

APPROVED BY: _____

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

VILLAGE OF WINNEBAGO

WATER RATE STUDY REQUEST FOR PROPOSALS DATED APRIL 8, 2026

I. PROJECT OVERVIEW

The purpose of the study is to evaluate the adequacy of the Village's current water rate structure and to provide recommendations that will ensure the long-term financial sustainability of the water enterprise fund while maintaining equitable and transparent rate structures for customers.

The Village of Winnebago (population approximately 2,900) is located in Winnebago County, Illinois, approximately 10 miles west of Rockford. The Village operates a municipal water utility that serves residents and businesses within the Village limits.

The water system currently includes:

- Three municipal groundwater wells
- Approximately 27 miles of water distribution mains
- Two elevated storage tanks
- System valves, hydrants, and service connections
- Approximately 1,100 water utility customers

The Village completed its most recent water rate study in 2021. The Village seeks an updated evaluation of the water enterprise fund and the development of a sustainable rate structure to address operational needs, capital improvements, and long-term financial planning.

The Village's water enterprise fund operates within a unique financial structure due to prior infrastructure decisions and long-term debt obligations. In the early 2010s, the Village transitioned from operating its own wastewater treatment facility to connecting its sanitary sewer system to the regional wastewater provider, the **Four Rivers Sanitary Authority (FRSA)**, formerly known as the Rock River Water Reclamation District. This regional connection required significant capital investment and resulted in long-term debt obligations that extend through the late 2030s.

Revenue to support these obligations has historically been generated through a combination of user charges and a **voter-approved local sales tax** that contributes revenue to the water enterprise fund. The voter-approved sales tax that currently supplements the water enterprise fund is authorized through 2032. As the Village approaches the end of this authorization period, the Village Board will need to evaluate whether to pursue renewal of the tax through a future referendum or to allow the tax to sunset. Because this decision may significantly impact the financial structure of the water enterprise fund, the Village intends for this rate study to evaluate multiple financial scenarios that consider both the continuation and expiration of this revenue source.

II. SCOPE OF SERVICE

The selected consultant shall provide professional services necessary to evaluate the Village's water utility rates and develop recommendations for future rate structures. The scope of work shall include, but not be limited to, the following components.

1. Financial and Operational Review

The consultant shall review relevant financial and operational information including:

- Historical water enterprise fund revenues and expenditures
- Current water rate structure
- Billing and consumption data
- Existing capital improvement plans
- Existing debt obligations
- Current reserve policies.

The consultant shall prepare forecasts of revenues, operating expenses, and capital expenditures.

2. Revenue Requirement Analysis

The consultant shall determine the revenue requirements necessary to:

- Maintain adequate operating reserves
- Sustain ongoing operations and maintenance
- Support capital improvement investments
- Maintain financial stability within the water enterprise fund.

3. Water Usage and Billing Analysis

The consultant shall analyze water consumption and billing characteristics, including:

- Customer usage patterns
- Billing and consumption trends
- Peak demand characteristics
- Comparison to similar municipal systems where appropriate.

4. Rate Structure Evaluation

The consultant shall evaluate the Village's existing water rate structure and determine whether adjustments are necessary. This evaluation shall include:

- Review of base service charges
- Review of volumetric usage charges
- Evaluation of equity among customer classes
- Comparison with regional municipal water utilities.

5. Rate Scenario Development

The consultant shall develop alternative rate structures designed to fund operating and capital needs over a five-year planning horizon. The analysis shall include:

- A level rate scenario over the study period
- A phased or escalating rate scenario

Each scenario shall clearly identify impacts on customer bills and long-term fund sustainability.

6. Revenue Scenario Modeling

The consultant shall evaluate the long-term financial sustainability of the water enterprise fund under multiple revenue scenarios, including:

- Continuation of the existing voter-approved sales tax beyond its current authorization period, and
- Expiration of the sales tax with no replacement revenue source

The consultant shall identify the financial and rate impacts associated with each scenario.

7. Long-Term Financial Modeling

The consultant shall develop a long-term financial model projecting revenues, expenditures, debt obligations, and capital needs for a period of not less than ten (10) years. This model should allow the Village to evaluate the long-term financial sustainability of the water enterprise fund beyond the current authorization period of the sales tax.

8. Capital Planning Coordination

The consultant shall coordinate with Village staff to evaluate anticipated capital improvements and their impact on rate requirements. The consultant shall provide recommendations regarding:

- Appropriate funding strategies for capital improvements
- Cash-funded versus debt-financed capital investments
- Appropriate reserve levels for the water enterprise fund.

9. Meetings and Presentations

The consultant shall:

- Meet with Village staff as necessary during the study process
- Present findings and recommendations to the Village Board and/or Committee of the Whole
- Provide a final written report summarizing findings, methodology, and recommendations.

III. PROPOSAL REQUIREMENTS

Proposals shall include the following information:

- A. Description of the firm's understanding of the project and proposed approach, including the methodology that will be used to develop water rates that are equitable, transparent, and defensible in accordance with industry standards, including the principles and guidelines of the American Water Works Association (AWWA).
- B. Description of the firm's organization, qualifications, and experience conducting municipal water rate studies.
- C. Identification of the project team and key personnel assigned to the project.
- D. Resumes of staff members who will participate in the study.
- E. A list of municipal clients for whom the firm has conducted water or utility rate studies within the past five years, including references.
- F. A detailed fee proposal including:

- Estimated total cost
- Breakdown of tasks
- Explanation of reimbursable expenses.

G. A representative example of a recently completed municipal water rate study.

IV. INQUIRIES

All questions regarding this RFP must be submitted to Joseph Dienberg, Village Administrator, no later than April 22, 2026 at 4:00 p.m. Responses to questions will be provided in writing on April 27, 2026 at 4:00 p.m.

V. PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Village of Winnebago no later than 4:00 p.m. on May 6, 2026. Late submissions will not be accepted. Respondents shall submit three (3) physical copies and one (1) digital copy of their proposal. The digital copy may be provided via email (jdienberg@winnebagoil.gov) or on a flash drive. Physical copies shall be submitted by mail or delivery to:

Village of Winnebago
Attn: Joey Dienberg
108 W. Main Street
Winnebago, IL 61088

VI. TENTATIVE SCHEDULE

Activity	Date
Issuance of RFP	April 8, 2026
Deadline for Questions	April 22, 2026
Proposal Submission Deadline	May 6, 2026
Staff Review	May 6 – 13, 2026
Consultant Interviews (if necessary)	May 20, 2026
Village Board Selection	May 20, 2026 OR June 3, 2026

VII. BASIS OF SELECTION

Proposals will be evaluated based on the following criteria:

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

VIII. GENERAL CONDITIONS

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

IX: INDEMNIFICATION

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



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: 4/1/2026
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: 4/1/2026
Joseph Dienberg, Village Administrator



**Illinois Department
of Transportation**

Section 13. Item #e.

**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

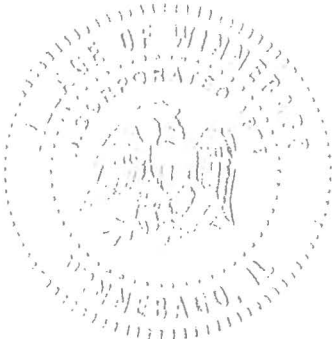
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

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



**Illinois Department
of Transportation**

Local Public Agency General Maintenance

Submittal Type **Original**

Estimate of Maintenance Costs

District Estimate of Cost For

2 Municipality

Local Public Agency		County	Section Number	Maintenance Period	
				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

Submittal Type ☐ Original

Local Public Agency

County

Section

Maintenance Period
Beginning Ending

Village of Winnebago

Winnebago

25-00000-00-GM

01/01/25

12/31/25

IDOT Department Use Only

Received Location

Received Date

Additional Location?

☐

WMFT Entry By

Entry Date



Maintenance Engineering to be
Performed by a Consulting Engineer

Local Public Agency

Village of Winnebago

County

Winnebago

Section Number

25-00000-00-GM

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

PRELIMINARY ENGINEERING shall include:

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

ENGINEERING INSPECTION shall include:

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

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

SCHEDULE OF FEES

Total of all Maintenance Operations:



<= \$20,000

Base Fee



> \$20,000

Base Fee = \$1,250.00

PLUS

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

Frank J. Enbom 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:

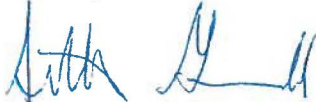
» Topographic Survey	\$3,100.00
» Westfield Culvert Replacement Design	\$26,600.00
» Bidding Documents and Services	\$5,500.00
Total	<u>\$35,200.00</u>

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

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.