



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, June 05, 2024 - 6:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

<https://www.youtube.com/watch?v=8ZzdeOdv81g>

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

UNFINISHED BUSINESS

1. Motion to discuss FY 2024-2025 Budget.

ADJOURNMENT (Voice Vote)

KJA 06/03/2024

VILLAGE OF POPLAR GROVE
Consolidated Budget Summary by Fund FY25
For Informational Purposes Only

Fund Description	FY21 BUDGET	FY2021 Actual	FY22 PROPOSED	FY22 Actual	FY23 PROPOSED	FY23 Actual 4/30/23	FY24 PROPOSED	FY24 Actual	FY25 PROPOSED	Percent Change
FUND (01) GENERAL FUND										
General Fund Revenues	\$ 1,813,920.00	\$ 2,241,622.67	\$ 3,485,822.00	\$ 2,420,233.00	\$ 3,691,083.80	\$ 2,622,929.00	\$ 4,484,990.00	\$ 5,232,770.28	\$ 2,729,204.00	-39.1%
DEPT 50 - Administration	\$ 567,585.83	\$ 701,430.35	\$ 595,085.70	\$ 543,762.00	\$ 685,896.35	\$ 611,814.00	\$ 882,111.85	\$ 741,742.00	\$ 1,146,058.50	29.9%
DEPT 51 - Public Safety	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	0.0%
DEPT 52 - Parks & Recreation	\$ 145,137.96	\$ 118,436.62	\$ 152,169.85	\$ 106,239.00	\$ 131,748.15	\$ 106,309.51	\$ 158,194.55	\$ 114,952.00	\$ 167,937.98	6.2%
DEPT 53 - Street Department	\$ 541,742.31	\$ 407,358.15	\$ 564,774.00	\$ 464,048.00	\$ 587,017.15	\$ 584,538.41	\$ 630,445.80	\$ 409,954.00	\$ 678,934.73	7.7%
DEPT 55 - Community/Development and Events	\$ 150,000.00	\$ 131,015.32	\$ 163,500.00	\$ 220,022.00	\$ 244,000.00	\$ 198,242.05	\$ 266,000.00	\$ 216,944.00	\$ 263,500.00	-0.9%
DEPT 57 - Village Clerk	\$ 63,027.01	\$ 39,807.10	\$ 62,341.30	\$ 62,141.00	\$ 75,919.00	\$ 64,081.69	\$ 117,674.40	\$ 82,512.00	\$ 88,572.74	-24.7%
Total General Fund Expenditures	\$ 1,477,493.11	\$ 1,398,047.54	\$ 1,547,870.85	\$ 1,396,212.00	\$ 1,734,580.65	\$ 1,564,985.66	\$ 2,064,426.60	\$ 1,566,104.00	\$ 2,355,003.95	14.1%
DEPT 99 TRANSFERS	\$ 123,000.00	\$ 623,000.00	\$ 1,682,400.00	\$ 682,400.00	\$ 1,740,000.00	\$ 240,000.00	\$ 2,204,000.00	\$ 2,898,576.05	\$ 158,000.00	-92.8%
General CAPITAL IMPROVEMENT TRANSFER TO FUND 90	\$ 213,227.50	\$ 213,227.50	\$ 217,977.00	\$ 217,977.00	\$ 216,503.00	\$ 216,503.00	\$ 216,563.00	\$ 216,563.00	\$ 216,200.00	-0.2%
General DEBT SERVICE (Tax Abated) TRANSFER TO FUND 32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Transfer to W & S Fund 31	\$ 1,813,920	\$ 2,241,623	\$ 3,485,822	\$ 2,420,233	\$ 3,691,084	\$ 2,622,929	\$ 4,484,990	\$ 5,232,770	\$ 2,729,204	-
	\$ 1,813,721	\$ 2,234,275	\$ 3,448,248	\$ 2,296,589	\$ 3,691,084	\$ 2,021,489	\$ 4,484,990	\$ 4,681,243	\$ 2,729,204	-
	\$199	\$7,348	\$37,574	\$123,644	\$0	\$601,440	\$0	\$551,527	\$0	-
FUND (31) WATER & SEWER										
Water & Sewer Revenue	\$ 1,668,425.00	\$ 1,687,717.06	\$ 1,782,550.00	\$ 1,801,926.00	\$ 1,918,500.00	\$ 1,845,241.09	\$ 1,996,500.00	\$ 1,886,437.00	\$ 2,052,000.00	2.8%
DEPT 50 W&S Administration	\$ 644,057.50	\$ 842,686.01	\$ 655,852.00	\$ 841,474.00	\$ 665,427.00	\$ 821,738.31	\$ 672,217.00	\$ 646,265.00	\$ 684,850.00	1.9%
DEPT 68 Water Towers Department	\$ 81,085.00	\$ 120,786.94	\$ 128,600.00	\$ 108,474.00	\$ 142,317.60	\$ 106,132.31	\$ 142,793.80	\$ 136,029.00	\$ 154,215.95	8.0%
DEPT 70 Water Department	\$ 145,239.37	\$ 124,037.02	\$ 188,243.00	\$ 153,102.00	\$ 240,571.15	\$ 152,143.51	\$ 251,645.80	\$ 156,686.00	\$ 231,247.73	-8.1%
DEPT 75 Sewer Department	\$ 347,429.37	\$ 252,324.27	\$ 475,143.00	\$ 328,701.00	\$ 415,531.66	\$ 205,018.71	\$ 380,145.80	\$ 223,886.00	\$ 453,027.33	19.2%
DEPT 77 North Plant Department	\$ 167,370.00	\$ 142,745.44	\$ 142,100.00	\$ 150,310.00	\$ 160,321.15	\$ 119,532.90	\$ 166,000.00	\$ 165,058.00	\$ 175,359.07	5.6%
DEPT 79 South Plant Department	\$ 220,065.00	\$ 196,938.00	\$ 192,100.00	\$ 231,912.00	\$ 231,721.15	\$ 184,541.05	\$ 251,200.00	\$ 295,972.00	\$ 309,759.07	23.3%
Total Water and Sewer Fund	\$ 1,605,246.24	\$ 1,679,517.68	\$ 1,782,038.00	\$ 1,813,973.00	\$ 1,855,889.71	\$ 1,589,106.79	\$ 1,864,002.40	\$ 1,623,896.00	\$ 2,008,459.14	7.7%
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	\$ 1,668,425	\$ 1,687,717	\$ 1,782,550	\$ 1,801,926	\$ 1,918,500	\$ 1,845,241	\$ 1,996,500	\$ 1,886,437	\$ 2,052,000	-
	\$ 1,605,246	\$ 1,679,518	\$ 1,782,038	\$ 1,813,973	\$ 1,855,890	\$ 1,589,107	\$ 1,864,002	\$ 1,623,896	\$ 2,008,459	-
	\$ 63,179	\$ 8,199	\$ 512	\$ (12,047)	\$ 62,610	\$ 256,134	\$ 132,498	\$ 262,541	\$ 43,541	-
FUND (20) MOTOR FUEL TAX FUND										
Motor Fuel Tax Revenue	\$ 182,750.00	\$ 375,062.00	\$ 315,615.16	\$ 331,534.00	\$ 261,064.43	\$ 272,223.46	\$ 223,000.00	\$ 234,907.00	\$ 220,136.40	-1.3%
Motor Fuel Tax Planned Expenditures	\$ 201,000.00	\$ 184,876.13	\$ 201,000.00	\$ 208,556.00	\$ 165,000.00	\$ 141,075.12	\$ 618,000.00	\$ 461,323.00	\$ 364,699.28	-41.0%
FUND (90) CAPITAL IMPROVEMENT GOVERNMENTAL										
CIP Governmental	\$ 600,000.00	\$ 663,240.00	\$ 1,760,909.00	\$ 849,007.00	\$ 1,940,000.00	\$ 240,000.00	\$ 3,120,000.00	\$ 3,091,364.00	\$ 287,000.00	-90.8%
CIP Water 31-70-4930	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 70,000.00	\$ -	\$ 70,000.00	\$ 22,766.00	\$ 30,000.00	-57.1%
CIP Sewer 31-75-4930	\$ 125,000.00	\$ 15,461.00	\$ 262,500.00	\$ -	\$ 201,000.00	\$ -	\$ 150,000.00	\$ -	\$ 207,500.00	38.3%
	\$ 730,000.00	\$ 678,701.00	\$ 2,028,409.00	\$ 849,007.00	\$ 2,211,000.00	\$ 240,000.00	\$ 3,340,000.00	\$ 3,114,130.00	\$ 524,500.00	-84.3%
FUND (32) DEBT SERVICE FUND - (GF Debt)										
Debt Service *	\$ 213,227.50	\$ 213,227.50	\$ 217,977.00	\$ 217,977.00	\$ 216,503.00	\$ 216,053.00	\$ 216,563.00	\$ 216,563.00	\$ 216,200.00	-0.2%

VILLAGE OF POPLAR GROVE

FY25 GENERAL (FUND 90) LINE ITEM BUDGET WORKSHEET

CAPITAL IMPROVEMENT GENERAL

BUDGETED LINE ITEM		FY19 PROPOSED	FY20 PROPOSED	FY21 PROPOSED	FY22 PROPOSED	FY23 PROPOSED	FY24 PROPOSED	FY25 PROPOSED	FY26 PROPOSED	FY27 PROPOSED	FY28 PROPOSED	COMMENTS
90-00-3700	Federal Grant Revenue											
90-00-3701	State Grant Revenue		\$ 40,000.00	\$ 40,000.00	\$ 321,099.00	\$ 200,000.00	\$ 200,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
90-00-3702	Local Grant Revenue											
90-00-3801	Donations/Contributions FY22 Budget Amendment				\$ 25,000.00							
90-00-3900	CIP Interest Revenue							\$ 5,000.00				
90-00-5010	Transfer in from General Fund	\$ 153,000.00			\$ 1,682,400.00	\$ 2,340,000.00	\$ 2,855,000.00	\$ 158,000.00				
	TOTAL CIP Revenue	\$ 153,000.00	\$ 40,000.00	\$ 40,000.00	\$ 2,028,409.00	\$ 2,540,000.00	\$ 3,055,000.00	\$ 173,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	

BUDGETED LINE ITEM		FY19 PROPOSED	FY20 PROPOSED	FY21 PROPOSED	FY22 PROPOSED	FY23 PROPOSED	FY24 PROPOSED	FY25 PROPOSED	FY26 PROPOSED	FY27 PROPOSED	FY28 PROPOSED	COMMENTS
GENERAL DEPT												
90-50-4412	CIP Administration	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00	\$ 55,000.00	\$ 55,000.00	\$ 110,000.00	\$ 110,000.00				
90-50-4420	CIP Economic Development	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00				
90-50-4430	CIP Public Safety											
90-50-4930	CIP Govt Expense											

PARKS DEPT												
90-52-4440	CIP Parks Equipment		\$ 10,000.00	\$ 10,000.00		\$ 45,000.00	\$ 5,000.00	\$ 90,000.00				
90-52-4442	CIP Park Improvements	\$ 30,000.00	\$ 100,000.00	\$ 110,000.00								
90-52-4441	CIP Park Maintenance	\$ 15,000.00				\$ 20,000.00						
90-52-4443	CIP Park Land Acquisition			\$ 60,000.00								
STREETS DEPT												
90-53-4460	CIP Streets Admin		\$ 168,000.00	\$ 368,000.00	\$ 1,645,000.00	\$ 1,645,000.00	\$ 2,915,000.00	\$ 55,000.00				
90-53-4461	CIP Streets Equipment	\$ 68,000.00	\$ 87,000.00	\$ 87,000.00	\$ 40,000.00	\$ 40,000.00	\$ 73,600.00	\$ 25,000.00				
90-53-4462	CIP Streets Maintenance											
90-53-4463	CIP Streets Storm Sewer	\$ 5,000.00			\$ 125,000.00	\$ 125,000.00	\$ 3,110,600.00	\$ 287,000.00				
	TOTAL CIP GENERAL EXPENSE	\$ 153,000.00	\$ 415,000.00	\$ 665,000.00	\$ 1,875,000.00	\$ 1,940,000.00	\$ 3,110,600.00	\$ 287,000.00				

Capital Projects Schedule

FY19 -FY28 WORKSHEET

Line Item	Parks	Total Est. Cost	Expenditures Per Fiscal Year															
			FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28						
90-52-4440	Parks Equipment																	
	Sherman Oaks																	
	Maintenance/Repair- Playground Equipment	\$ 20,000.00																
	West Grove Park																	
	Add'l Playground Equipment	\$ 10,000.00		\$ 10,000														
	Lions Park																	
	BelAire Park																	
90-52-4442	Park Improvements																	
	Dog Park - Hill Street	\$ 5,000.00																
	Parking Lot Area (Gravel)																	
	Structure/Fencing Supplement																	
	Picnic Tables & Future Shelter																	
	Mansfield Park Trees																	
	Tennis Courts																	
	Veteran's Park																	
	Lions Park																	
	Ballfields																	
	Walking Path (March with Lions Club)	\$ 10,000.00	\$ 10,000															
	Walking Path (FY22 Budget Amendment)																	
	Sealing Path, Concession Stand/Landscaping, Concrete Pads, Goal Posts, etc.																	
	West Grove Park																	
	Picnic Tables																	
	Parking Lot Area																	
	Bathroom/Pavilion Building - Not Completed in FY21	\$ 100,000.00	\$ 20,000	\$ 40,000	\$ 60,000	\$ 60,000	\$ 60,000											
	Grant request to fund remaining - Not Completed in FY21			\$ 40,000	\$ 40,000	\$ 29,846												
	Sherman Oaks																	
90-52-4441	Park Maintenance																	
	Zero Turn Mower																	
90-52-4443	Parks Land Acquisition																	
	Mansfield Park Playground - Work with Belvidere Park Dist.	\$ 10,000.00																
		\$ 155,000.00	\$ 30,000	\$ 100,000	\$ 170,000	\$ 164,846	\$ 65,000	\$ 110,000	\$ 90,000	\$ -	\$ -	\$ -	\$ -					

Capital Projects Schedule

FY19-FY28 WORKSHEET

Line Item	Streets	Total Est. Cost	Expenditures Per Fiscal Year																
			FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28							
90-53-4460	Streets Administration																		
	Repairs Old PW Shop	\$ 50,000			\$ 50,000	\$ 50,000			\$ 50,000	\$ 50,000									
	PW Building Fund/Site Plan Improvement				\$ 150,000	\$ 1,500,000		\$ 1,640,000	\$ 2,850,000										
	100 S. State Street - Furnace Not Completed in FY21	\$ 5,000		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	200 N. Hill Street - Seal Coat and Stripe Village Hall Parking Lot					\$ 6,000				\$ 10,000									
	173 and Poplar Grove Intersection - Not Completed in FY20	\$ 163,000		\$ 163,000	\$ 163,000														
	Infrastructure Upgrades																		
90-53-4461	Streets Equipment																		
	Pickup Purchase	\$ 20,000								\$ 73,600									
	Truck Used 5 Yard Plowing (New Purchase)	\$ 60,000	\$ 68,000																
	Vehicle Replacement Fund Yearly (100K Assigned from prior years)			\$ 50,000	\$ 50,000	\$ -		\$ -											
	Snow Plow FY23 Budget Amendment					\$ 180,000				\$ 225,000									
	Public Works Truck FY22 Budget Amendment					\$ 65,000													
	2 Sanitary/Main Sewer Laterals FY22 Budget Amendment					\$ 50,000													
	Boom Mover							\$ 30,000											
	Excavator							\$ 75,000											
	Attachments for Equipment	\$ 8,000																	
	Asphalt Hot Box	\$ 30,000																	
	Salt Storage Shed/Coverall	\$ 10,000																	
	Street Sweeper			\$ 25,000	\$ 25,000	\$ -													
	Rubber Tire Loader (for salt & dirt)	\$ 40,000						\$ 40,000											
90-53-4462	Streets Maintenance																		
	Annual Road Maintenance Overlay/Repair Dawson Road							\$ 36,000											
	Seal Coat Driveways both plants																		
	Misc. Sidewalk Repairs							\$ 50,000											
90-53-4463	Streets Storm Sewer																		
	Sherman Oaks Drainage							\$ 125,000											
		\$ 386,000.00	\$ 68,000	\$ 255,000	\$ 455,000	\$ 1,856,000	\$ 2,001,000	\$ 3,213,600	\$ 80,000	\$ 370,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000

Capital Projects Schedule
WORKSHEET
FY19-FY29

Line Item	WATER & SEWER	Total Est. Cost	Expenditures Per Fiscal Year																	
			FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29							
31-70-4930	WATER																			
	Sensus Handheld Device Upgrade Requirement	\$ 9,000																		
	Fire Hydrant (3-5 Yrs)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
	#2 Well Tower/House- 100 S. State Not in service																			
	#3 Well Tower/House 150,000 gal Lions Park																			
	Exterior Paint/Wash																			
	Interior Inspection																			
	#4 Well Tower/House 150,000 gal - Countryside Square																			
	Exterior Paint/Wash																			
	Interior Inspection																			
	Replace Check Valve																			
	#5 Well House - Woodstock Road																			
	Possible replumb																			
	#6 Well - Woodstock Road - Back Up																			
	Water Main/Lateral Replacement																			
	#8 Well - Walnut Grove																			
	Well Exploration FY22 Budget Amendment																			
	Subtotal:																			
31-75-4930	SEWER																			
	Sewer Equipment (Screens, valves, controls etc.)																			
	SBR 3 back on line - Not Completed in FY21																			
	Manhole Repairs - Ongoing	\$ 25,000		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 7,500		\$ 70,000								
	Telesse North Collection System - As needed	\$ 30,000		\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 7,500		\$ 7,500								
	Sewer Main W. Park (Nitor will pay about a 1/3 of this project)																			
	306 S. State Lateral																			
	UV Bulbs South Plant																			
	North Plant Head work class 1 retro fit																			
	SWWTP All Weather Louvers	\$ 10,000	\$ 10,000																	
	Pump Replacement																			
	Lateral Replacement																			
	Screen Replacement NWTP (70k) will be done in FY22 money will come from other line items																			
	WIN 211 System Upgrade																			
	Lift Station Upgrades - Generators, Pumps etc.																			
	Beaver L/S																			
	105 Builard St. L/S																			
	4194 Dawson Lake L/S																			
	13805 Harvest Way L/S																			
	291 Prairie Knoll L/S																			
	rt/6 Abandon L/S																			
	502 Waco Way L/S																			
	1000 Waco Way Collection Pt. L/S																			
	5500 Whiting Road L/S 40K for FY21 Moved to Street Dept.	\$ 20,000																		
		\$ 65,000	\$ 49,000	\$ 125,000	\$ 130,000	\$ 506,500	\$ 271,000	\$ 220,000	\$ 237,500	\$ 257,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500	\$ 107,500
	Water CIP	\$ 44,000	\$ 5,000	\$ 70,000	\$ 30,000															
	SEWER CIP	\$ 100,000	\$ 125,000	\$ 201,000	\$ 207,500															

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
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Dept 00	UNK REV - UNK REV	Calculations as of 04/30/2024					
01-00-3010	PROPERTY TAXES - CORPORATE	233,208	240,456	241,078	260,927	260,563	279,832
01-00-3011	PROPERTY TAXES - ROAD & BRIDGE	83,353	85,000	83,956	86,000	88,049	91,000
01-00-3012	PROPERTY TAXES - AUDIT	15,040	15,000	14,991	15,000	14,976	15,000
01-00-3013	PROPERTY TAXES - LIABILITY INSURA	21,044	21,000	20,992	21,000	20,965	21,000
01-00-3014	PROPERTY TAXES - SOCIAL SECURITY	20,050	20,000	19,988	20,000	19,961	20,000
01-00-3100	STATE INCOME TAXES	724,629	667,478	815,809	782,596	826,595	863,379
01-00-3101	STATE USE TAXES	193,157	195,900	206,509	202,768	143,584	212,967
01-00-3102	STATE TELECOMMUNICATIONS TAX	41,574	42,000	42,012	45,000	31,089	43,000
01-00-3103	STATE SALES TAXES	446,411	375,000	443,835	450,000	383,557	475,000
01-00-3104	STATE VIDEO GAMING TAX	122,775	100,000	124,309	120,000	97,391	125,000
01-00-3105	REPLACEMENT TAX	13,276	5,000	15,007	12,000	8,172	15,000
01-00-3106	STATE LOCAL SHARE OF CANNABIS USE	8,049	9,100	7,780	8,600	6,604	7,876
01-00-3200	MUNICIPAL UTILITY TAX - ELECTRICI	136,226	135,000	129,931	135,000	117,123	135,000
01-00-3201	MUNICIPAL UTILITY TAX - NATURAL G	112,229	75,000	135,364	85,000	88,525	100,000
01-00-3205	MUNICIPAL TAX MEDIACOM/COMCAST	34,234	38,500	42,777	38,500	29,504	50,000
01-00-3300	CODE VIOLATION FEES	1,943	5,000	3,075	5,000	26,250	5,000
01-00-3301	FILING FEES	1,563	2,000	1,950	2,000	7,545	2,000
01-00-3400	BUILDING PERMIT FEES	89,727	100,000	92,787	100,000	74,627	90,000
01-00-3401	VIDEO GAMING LICENSES	450	1,500	1,500	1,600	1,575	1,600
01-00-3403	OTHER LICENSING FEES	975	1,000	765	1,000	1,005	1,000
01-00-3405	TRUCK PERMITS		500	2,150	1,000		250
01-00-3406	LICUOR LICENSES	2,650	15,000	20,100	22,000	23,305	24,000
01-00-3408	TOBACCO LICENSE FEES		200	190	200	340	300
01-00-3500	RENTS RECEIVED	21,545	21,600	6,050	22,800	22,230	24,000
01-00-3502	RECAPTURE FEES		9,000		9,000		5,000
01-00-3505	GASB 87 LEASE RECEIPTS	54,337		17,304		694,576	
01-00-3700	FEDERAL GRANT REVENUE	6,818				10,000	10,000
01-00-3702	LOCAL GRANT REVENUE	26,851		1,760		1,526,990	2,000
01-00-3800	MISCELLANEOUS REVENUE	4,195	1,850	2,948	3,000	5,386	
01-00-3801	DONATIONS/CONTRIBUTIONS			66,899		500,000	
01-00-3860	INSTALLMENT CONTRACT ISSUANCE			60,088		220,930	
01-00-3900	INTEREST	3,924	49,000	1,025	75,000		110,000
01-00-3902	GASB 87 INTEREST REVENUE						
	TOTAL UNK REV - UNK REV	2,420,233	3,736,084	2,622,929	4,484,991	5,251,417	2,729,204
	NET OF REVENUES/APPROPRIATIONS - 00 -	2,420,233	3,736,084	2,622,929	4,484,991	5,251,417	2,729,204



Fund: 01 GENERAL FUND

Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 50 - ADMIN							
UNK EXP - UNK EXP							
01-50-4000	SALARIES	210,878	281,414	231,647	291,334	228,273	448,365
01-50-4010	SALARIES - OVERTIME		3,000	223	9,000	272	12,000
01-50-4100	SOCIAL SECURITY - EMPLOYER	12,612	17,634	13,746	18,621	13,409	28,543
01-50-4101	MEDICARE - EMPLOYER	2,950	4,124	3,215	4,355	3,136	6,675
01-50-4102	WORKERS COMPENSATION INSURANCE	7,235	7,000	8,125	7,000	17,555	4,000
01-50-4103	UNEMPLOYMENT COMPENSATION	4,051	3,458	582	876	916	1,000
01-50-4104	IMRF EMPLOYER	10,599	14,317	11,855	15,650	10,282	17,879
01-50-4105	LIFE INSURANCE - EMPLOYER	538	576	538	768	613	768
01-50-4106	HEALTH INSURANCE EXPENSE	36,329	64,875	46,258	80,561	61,634	95,084
01-50-4200	GENERAL INSURANCE EXPENSE	28,630	35,000	31,942	40,000	40,000	50,000
01-50-4202	TELEPHONE & INTERNET SERVICES	8,007	9,000	9,006	9,600	75,254	9,600
01-50-4203	WEB SITE MAINTENANCE	5,325	5,000	4,650	5,000	8,910	2,000
01-50-4205	TRAVEL/MEALS/LODGING	6,595	7,500	4,698	7,500	5,892	500
01-50-4206	SECURITY SYSTEM	3,445	2,500	2,271	2,500	2,585	3,000
01-50-4207	TRAINING	1,022	6,000	1,280	6,000	5,032	6,000
01-50-4208	POSTAGE	1,576	1,500	1,650	1,800	1,900	2,000
01-50-4209	PUBLICATION COST	3,502	3,000	2,465	3,000	1,863	3,000
01-50-4211	AUDITING SERVICES	16,900	16,000	15,930	17,000	18,250	42,000
01-50-4212	ENGINEERING SERVICES	28,504	50,000	23,004	35,000	2,553	35,000
01-50-4213	LEGAL SERVICES	88,958	85,000	100,254	90,000	58,081	65,000
01-50-4214	OFFICE SYSTEM SUPPORT	18,022	20,000	19,043	20,000	19,877	22,000
01-50-4217	PROFESSIONAL DUES	1,415	3,500	1,690	3,500	1,570	2,500
01-50-4219	CUSTODIAL SERVICES	4,680	4,500	6,508	7,200	7,133	9,500
01-50-4220	RENTAL PROPERTY REPAIRS	1,520	2,500	2,500	2,500	7,133	2,500
01-50-4223	IT SERVICES	5,425	5,500	9,807	7,000	9,502	10,000
01-50-4237	PLANNING SERVICES	750					
01-50-4240	PROFESSIONAL SERVICES	6,665	12,500	6,686	10,000	1,414	10,000
01-50-4270	BOND AGENT FEE	500	500	500	500	500	500
01-50-4300	OFFICE SUPPLIES	4,711	5,000	5,517	5,500	6,501	7,000
01-50-4301	MAINTENANCE SUPPLIES	1,851	2,000	3,218	2,907	2,224	3,500
01-50-4302	OPERATING SUPPLIES	1,977	1,000	2,498	1,500	1,048	2,000
01-50-4400	CAPITAL OUTLAY - VILLAGE HALL EQU	5,510	7,500	2,560	7,500	3,312	7,500
01-50-4500	MISCELLANEOUS EXPENSE	1,243	2,000	347	2,000	465	2,748
01-50-4752	INTEREST ON BONDS/NOTES	647	42,500	40,101	166,440	169,434	233,897
01-50-4970	SIMMERL LAND REPAYMENT	12,190					
TOTAL UNK EXP - UNK EXP		543,762	725,898	611,814	882,112	739,390	1,146,059
NET OF REVENUES/APPROPRIATIONS - 50 - ADMIN		(543,762)	(725,898)	(611,814)	(882,112)	(739,390)	(1,146,059)

	Calculations as of 04/30/2024				
	2021-22	2022-23	2022-23	2023-24	2024-25
	ACTIVITY	AMENDED BUDGET	ACTIVITY	APPROVED BUDGET	THRU 04/30/24
					ACTIVITY
					REQUESTED BUDGET

FUND	DESCRIPTION				
	Dept 51 - PUBLIC SAFETY				
	UNK EXP - UNK EXP				
	01-51-4223	IT SERVICES	10,000	10,000	10,000

	TOTAL UNK_EXP - UNK_EXP		10,000	10,000	10,000
	NET OF REVENUES/APPROPRIATIONS - 51 - PUBLIC SAFETY		(10,000)	(10,000)	(10,000)

BUDGET REPORT
Fund: 01 GENERAL FUND
Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 52 - PARKS							
UNK EXP - UNK EXP							
01-52-4000	SALARIES	58,878	67,500	61,686	80,000	68,443	83,750
01-52-4010	SALARIES - OVERTIME	1,430	7,000	975	6,000	385	6,000
01-52-4100	SOCIAL SECURITY - EMPLOYER	3,461	4,619	3,617	5,332	3,971	5,564
01-52-4101	MEDICARE - EMPLOYER	810	1,080	847	1,247	929	1,301
01-52-4102	WORKERS COMPENSATION INSURANCE	1,809	2,500	1,566	2,000	127	4,000
01-52-4103	UNEMPLOYMENT COMPENSATION	1,235	1,250	1,135	275	442	250
01-52-4104	IMRF EMPLOYER	4,111	4,399	4,091	4,401	3,992	2,832
01-52-4105	LIFE INSURANCE - EMPLOYER	192	200	212	240	232	240
01-52-4106	HEALTH INSURANCE	21,928	24,500	19,661	25,000	21,893	25,000
01-52-4224	COMMUNITY EVENTS			162			
01-52-4225	LANDSCAPING PARKS		8,000	5,845	8,000	8,422	12,000
01-52-4240	PROFESSIONAL SERVICES					390	2,000
01-52-4303	GASOLINE AND OIL	1,922					
01-52-4304	MAINTENANCE SUPPLIES	708	10,700	3,695	10,700	5,334	10,000
01-52-4402	CAPITAL OUTLAY - PARK BUILDINGS &	6,254			7,500		7,500
01-52-4406	CAPITAL OUTLAY - PARK IMPROVEMENT	3,083		2,816	7,500	392	7,500
01-52-4440	PARKS EQUIPMENT						
TOTAL UNK EXP - UNK EXP		106,239	131,748	106,308	158,195	114,952	167,937

NET OF REVENUES/APPROPRIATIONS - 52 - PARKS (106,239) (131,748) (106,308) (158,195) (114,952) (167,937)

BUDGET REPORT
Fund: 01 GENERAL FUND

Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 53 - STREETS							
UNK EXP - UNK EXP							
01-53-4000	SALARIES	55,857	57,500	58,463	70,000	64,981	73,750
01-53-4010	SALARIES - OVERTIME	1,430	7,000	975	6,000	385	6,000
01-53-4080	STREETS UNIFORM ALLOWANCE	1,003	2,500	3,799	2,500	3,567	4,500
01-53-4100	SOCIAL SECURITY - EMPLOYER	3,273	3,939	3,417	4,712	3,756	4,944
01-53-4101	MEDICARE - EMPLOYER	765	935	799	1,102	1,156	1,156
01-53-4102	WORKERS COMPENSATION INSURANCE	1,809	2,500	1,566	2,000	127	4,000
01-53-4103	UNEMPLOYMENT COMPENSATION	1,027	988	890	275	385	250
01-53-4104	IMRF - EMPLOYER	4,111	4,399	4,089	5,267	3,991	3,557
01-53-4105	LIFE INSURANCE - EMPLOYER	192	200	212	240	232	240
01-53-4106	HEALTH INSURANCE	21,968	24,500	19,694	25,000	21,923	25,000
01-53-4107	UNIFORM CLEANING SERVICES	1,206	1,500	1,478	2,000	1,515	2,000
01-53-4202	TELEPHONE & INTERNET SERVICES	2,309	2,650	2,317	2,650	2,570	7,000
01-53-4204	UTILITIES					2,122	10,000
01-53-4205	TRAVEL/MEALS/LODGING		300	653	500	66	500
01-53-4207	TRAINING	300	1,500	2,817	2,000	330	2,000
01-53-4226	VEHICLE MAINTENANCE	15,649	25,000	19,534	20,000	15,166	20,000
01-53-4227	EQUIPMENT MAINTENANCE	5,834	10,000	22,131	20,518	24,518	20,000
01-53-4228	MAINTENANCE	11,342	18,000	6,907	18,000	7,543	18,000
01-53-4229	SNOW PLOW MAINTENANCE	14,167	15,000	6,656	15,000	4,108	15,000
01-53-4230	STREET LIGHTING SERVICES	50,225	47,000	38,258	47,000	41,719	50,000
01-53-4231	SHOP BUILDING - HEAT	4,087	3,000	3,885	3,000	3,559	4,500
01-53-4232	ENGINEERING SERVICES	2,589	2,500	2,500	3,000		6,000
01-53-4233	CONTRACTED SNOW PLOWING	10,100	25,000	4,540	20,000		20,000
01-53-4240	PROFESSIONAL SERVICES	21,906	30,000	8,505	25,000	4,083	15,000
01-53-4301	MAINTENANCE SUPPLIES	6,125	15,000	5,908	15,000	10,726	20,000
01-53-4302	OPERATING SUPPLIES	13,144	15,000	18,229	30,000	23,665	20,000
01-53-4303	GASOLINE AND OIL	21,667	26,000	32,011	30,000	25,776	35,000
01-53-4304	SALT PURCHASES	28,573	50,000	57,079	55,000		60,000
01-53-4309	JULIE LOCATES	951	1,200	909	1,200	920	1,100
01-53-4407	CAPITAL OUTLAY - VEHICLES & EQUIP	86,346	102,845	165,732	108,000	59,106	105,083
01-53-4408	CAPITAL OUTLAY - STORM SEWER CONS	9,317			10,000		
01-53-4409	CAPITAL OUTLAY - ROAD CONSTRUCTO	58,393	85,000	85,000	88,000	76,268	110,000
01-53-4500	MISCELLANEOUS EXPENSE	491	500	1,133	1,000	3,639	2,000
01-53-4811	INTEREST EXPENSE	7,892	5,500	6,953	12,000	4,582	12,354
TOTAL UNK_EXP - UNK_EXP		464,048	587,016	584,539	630,446	412,206	678,934
NET OF REVENUES/APPROPRIATIONS - 53 - STREETS		(464,048)	(587,016)	(584,539)	(630,446)	(412,206)	(678,934)

Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 55 - COMMUNITY DEVELOPMENT AND EVENTS							
UNK EXP - UNK EXP							
01-55-4205	TRAVEL/MEALS/LODGING	2,038	1,500	317	2,000	350	1,000
01-55-4209	PUBLICATION COST	31,636	15,000	34,314	25,000	755	2,000
01-55-4212	ENGINEERING	49,331	45,000	39,887	45,000	27,956	22,500
01-55-4213	LEGAL	80,839	100,000	63,867	100,000	55,733	55,000
01-55-4215	CONTRACT INSPECTION SERVICES	19,768	21,000	17,524	23,000	58,370	90,000
01-55-4216	CONTRACT CODE ENFORCEMENT	7,115	15,000	11,275	25,000	10,432	20,000
01-55-4237	PLANNING SERVICES	17,035	25,000	20,361	26,000	18,250	25,000
01-55-4240	PROFESSIONAL SERVICES	12,260	21,500	10,698	20,000	31,860	32,000
01-55-4302	OPERATING SUPPLIES					13,238	16,000
TOTAL UNK_EXP - UNK_EXP		220,022	244,000	198,243	266,000	216,944	263,500
NET OF REVENUES/APPROPRIATIONS - 55 - COMMUNITY DEVE		(220,022)	(244,000)	(198,243)	(266,000)	(216,944)	(263,500)

Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 57 - VILLAGE CLERK							
UNK EXP - UNK EXP							
01-57-4000	SALARIES	25,967	25,000	27,360	48,000	37,284	38,559
01-57-4010	SALARIES - OVERTIME		1,000	42	3,000		500
01-57-4100	SOCIAL SECURITY - EMPLOYER	1,549	1,612	1,628	3,162	2,122	2,422
01-57-4101	MEDICARE - EMPLOYER	362	377	381	740	496	566
01-57-4102	WORKERS COMPENSATION INSURANCE		1,000		1,000		1,000
01-57-4103	UNEMPLOYMENT COMPENSATION	417	225	204	219	143	225
01-57-4104	IMRF EMPLOYER	611	682	853	2,287	1,267	1,051
01-57-4105	LIFE INSURANCE - EMPLOYER	38	48	38	192	91	100
01-57-4106	HEALTH INSURANCE	4,809	6,625	5,194	16,925	13,951	14,900
01-57-4202	TELEPHONE & INTERNET SERVICES	709	800	753	600	561	700
01-57-4203	WEB SITE MAINTENANCE						
01-57-4205	TRAVEL/MEALS/LODGING	6,150	7,500	4,784	7,500	3,477	500
01-57-4207	TRAINING	2,595	4,000	1,465	4,000	1,530	
01-57-4209	PUBLICATION COST	204	400		400		400
01-57-4213	LEGAL	8,811	12,000	11,492	12,000	6,840	10,000
01-57-4214	OFFICE SYSTEM SUPPORT	5,566	6,000	4,983	8,000	12,656	10,000
01-57-4217	DUES	450	650	475	650	600	650
01-57-4218	CODIFICATION	2,495	6,000	3,235	6,000		2,900
01-57-4223	IT SERVICES	1,354	2,000	1,194	3,000	1,494	3,000
01-57-4500	MISCELLANEOUS EXPENSE	54					100
TOTAL UNK_EXP - UNK_EXP		62,141	75,919	64,081	117,675	82,512	88,573

NET OF REVENUES/APPROPRIATIONS - 57 - VILLAGE CLERK (62,141) (75,919) (64,081) (117,675) (82,512) (88,573)

Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 99 - FIXED ASSETS							
UNK EXP - UNK EXP	TRANSFER TO DEBT SERVICE	217,977	216,503	216,503	216,563	216,563	216,200
01-99-6032	TRANSFER TO GOV FUNDS CIP FUND	682,400	2,340,000	840,000	2,204,000	2,899,066	255,000
01-99-6050	TOTAL UNK_EXP - UNK_EXP	900,377	2,556,503	1,056,503	2,420,563	3,115,629	471,200
	NET OF REVENUES/APPROPRIATIONS - 99 - FIXED ASSETS	(900,377)	(2,556,503)	(1,056,503)	(2,420,563)	(3,115,629)	(471,200)
	ESTIMATED REVENUES - FUND 01	2,420,233	3,736,084	2,622,929	4,484,991	5,251,417	2,729,204
	APPROPRIATIONS - FUND 01	2,296,589	4,331,084	2,621,488	4,484,991	4,681,633	2,826,203
	NET OF REVENUES/APPROPRIATIONS - FUND 01	123,644	(595,000)	1,441		569,784	(96,999)
	BEGINNING FUND BALANCE	2,005,805	2,129,448	2,129,448	2,130,889	2,130,889	2,130,889
	ENDING FUND BALANCE	2,129,449	1,534,448	2,130,889	2,130,889	2,700,673	2,033,890

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 00							
UNK REV - UNK REV							
20-00-3120	MOTOR FUEL TAX	220,283	205,245	205,742	213,000	209,118	220,136
20-00-3130	LOCAL RDS & STS REBUILT IL	110,345	55,173	55,173	10,000	27,614	10,000
20-00-3900	MFT INTEREST	906	650	11,309			
	TOTAL UNK REV - UNK REV	331,534	261,068	272,224	223,000	236,732	230,136
UNK EXP - UNK EXP							
20-00-4232	MFT ENGINEERING SERVICES	22,764	20,000	17,969	42,000	611	32,000
20-00-4240	PROFESSIONAL SERVICES	1,519		715			
20-00-4302	MFT STREET OPERATING SUPPLIES	921					
20-00-4409	ROAD CONSTRUCTION	183,352	145,000	122,391	576,000	460,712	332,699
	TOTAL UNK_EXP - UNK_EXP	208,556	165,000	141,075	618,000	461,323	364,699
	NET OF REVENUES/APPROPRIATIONS - 00 -	122,978	96,068	131,149	(395,000)	(224,591)	(134,563)
	ESTIMATED REVENUES - FUND 20	331,534	261,068	272,224	223,000	236,732	230,136
	APPROPRIATIONS - FUND 20	208,556	165,000	141,075	618,000	461,323	364,699
	NET OF REVENUES/APPROPRIATIONS - FUND 20	122,978	96,068	131,149	(395,000)	(224,591)	(134,563)
	BEGINNING FUND BALANCE	525,784	648,762	648,762	779,911	779,910	384,911
	ENDING FUND BALANCE	648,762	744,830	779,911	384,911	555,319	250,348

BUDGET REPORT
 Fund: 31 WATER & SEWER FUND
 Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 00							
UNK REV - UNK REV							
31-00-3600	WATER & SEWER SALES	1,728,078	1,825,000	1,753,115	1,885,000	1,775,070	1,925,000
31-00-3601	WATER / SEWER PENALTIES	14,611	20,000	22,015	20,000	24,004	25,000
31-00-3602	WATER & SEWER CONNECTION FEES	19,500	53,000	13,000	50,500	4,950	50,000
31-00-3603	BULK WATER SALES		1,000	820	1,000	824	1,000
31-00-3604	METER & MXU SALES	9,160	10,000	5,605	10,000	10,111	10,000
31-00-3605	FURN ON/OFF WATER FEES	6,110	8,000	10,675	10,000	7,925	10,000
31-00-3800	MISCELLANEOUS INCOME	23,293	300	22,223		11,617	1,000
31-00-3900	INTEREST	1,174	1,200	17,788	20,000	57,196	30,000
	TOTAL UNK_REV - UNK_REV	1,801,926	1,918,500	1,845,241	1,996,500	1,891,697	2,052,000
	NET OF REVENUES/APPROPRIATIONS - 00 -	1,801,926	1,918,500	1,845,241	1,996,500	1,891,697	2,052,000

BUDGET REPORT
Fund: 31 WATER & SEWER FUND
Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 50 - ADMIN							
UNK EXP - UNK EXP							
31-50-4200	GENERAL INSURANCE	27,630	35,000	31,942	40,000	2,831	50,000
31-50-4202	TELEPHONE & INTERNET SERVICES	5,499	6,000	6,331	6,500	7,276	7,500
31-50-4235	BOND AGENT FEES	1,500	1,500	1,500	1,500	1,000	1,000
31-50-4240	PROFESSIONAL SERVICES	3,063			3,000	3,188	3,500
31-50-4300	OFFICE SUPPLIES	987	700	592	750	632	750
31-50-4500	MISCELLANEOUS EXPENSE	32	100		100		100
31-50-4503	BAD DEBT EXPENSE	657					
31-50-4794	DEPRECIATION EXPENSE	692,946		687,674			
31-50-4802	BOND PRINCIPAL - SERIES 2012A		30,000		30,000		
31-50-4803	BOND PRINCIPAL - SERIES 2012B		140,000		145,000	150,000	150,000
31-50-4804	BOND PRINCIPAL - SERIES 2015		350,000		360,000	405,000	405,000
31-50-4812	AMORTIZATION EXPENSE	(698)		(698)			
31-50-4813	INTEREST - SERIES 2012A	2,220	1,665	1,110	555	19,463	17,212
31-50-4814	INTEREST - SERIES 2012B	27,663	25,737	23,813	21,637	56,875	49,788
31-50-4815	INTEREST - SERIES 2015	79,975	74,725	69,475	63,175		
TOTAL UNK EXP - UNK EXP		841,474	665,427	821,739	672,217	646,265	684,850
NET OF REVENUES/APPROPRIATIONS - 50 - ADMIN		(841,474)	(665,427)	(821,739)	(672,217)	(646,265)	(684,850)

BUDGET REPORT
Fund: 31 WATER & SEWER FUND
 Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 68 - WATER TOWERS							
UNK EXP - UNK EXP							
31-68-4202	TELEPHONE & INTERNET SERVICES	2,776	2,800	2,820	3,000	2,889	3,000
31-68-4204	UTILITIES	31,446	50,000	29,837	50,000	48,798	50,000
31-68-4236	WATER &SEWER CONTRACT LABOR	55,671	52,518	48,206	54,794	58,668	55,716
31-68-4240	PROFESSIONAL SERVICES	1,237	5,000	3,706	5,000	170	15,000
31-68-4301	MAINTENANCE SUPPLIES	100	5,000	3,000	3,000	159	3,000
31-68-4302	OPERATING SUPPLIES	728	5,000	2,385	5,000	159	5,000
31-68-4305	UTILITY SYSTEM CHEMICALS	10,412	13,000	11,189	13,000	14,394	13,000
31-68-4310	IEPA REQUIRED TESTING	6,104	9,000	7,988	9,000	10,951	9,500
	TOTAL UNK EXP - UNK EXP	108,474	142,318	106,131	142,794	136,029	154,216
	NET OF REVENUES/APPROPRIATIONS - 68 - WATER TOWERS	(108,474)	(142,318)	(106,131)	(142,794)	(136,029)	(154,216)

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 70 - WATER							
UNK EXP - UNK EXP							
31-70-4000	SALARIES	53,780	57,500	58,517	70,000	64,986	73,750
31-70-4010	SALARIES - OVERTIME	1,429	7,000	974	6,000	384	6,000
31-70-4100	SOCIAL SECURITY - EMPLOYER	3,273	3,999	3,418	4,712	3,756	4,944
31-70-4101	MEDICARE - EMPLOYER	766	935	800	1,102	1,156	1,156
31-70-4102	WORKERS COMPENSATION INSURANCE	1,809	2,500	1,566	2,000	127	4,000
31-70-4103	UNEMPLOYMENT COMPENSATION	1,027	988	890	275	385	250
31-70-4104	IMRF EMPLOYER	2,540	4,399	6,572	5,267	3,992	3,557
31-70-4105	LIFE INSURANCE - EMPLOYER	192	200	212	240	232	240
31-70-4106	HEALTH INSURANCE	21,927	24,500	19,660	25,000	21,893	25,000
31-70-4205	TRAVEL/MEALS/LODGING		250	10	450		
31-70-4207	TRAINING		450	5,632	5,500	6,650	7,000
31-70-4208	POSTAGE	4,550	5,500	100	200		200
31-70-4210	PRINTING		100	1,243	1,400	175	1,400
31-70-4214	OFFICE SYSTEM SUPPORT	1,395	3,000	17,213	10,000	3,450	24,000
31-70-4240	PROFESSIONAL SERVICES	7,113	10,000	250	250		250
31-70-4300	OFFICE SUPPLIES		250	6,260	7,500	7,406	7,500
31-70-4301	MAINTENANCE SUPPLIES	3,772	7,500	4,821	7,500	3,405	7,500
31-70-4302	OPERATING SUPPLIES	6,420	7,500	19,721	20,000	16,650	20,000
31-70-4305	UTILITY SYSTEM CHEMICALS	1,430		1,636	5,000	250	5,000
31-70-4306	METER & MXU PURCHASES	18,137	20,000	3,000	9,000		9,000
31-70-4310	IEPA REQUIRED TESTING				70,000	22,766	30,000
31-70-4410	EQUIPMENT	1,187	5,000		5,000		5,000
31-70-4410	MISCELLANEOUS	9,000	9,000		9,000		9,000
31-70-4500	CAPITAL OUTLAY	13,355	70,000		70,000		30,000
31-70-4930							
TOTAL UNK_EXP - UNK_EXP		153,102	240,571	152,145	251,646	157,386	231,247
NET OF REVENUES/APPROPRIATIONS - 70 - WATER		(153,102)	(240,571)	(152,145)	(251,646)	(157,386)	(231,247)

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 75 - SEWER UNK EXP - UNK EXP							
31-75-4000	SALARIES	53,772	57,500	58,508	70,000	64,977	73,750
31-75-4010	SALARIES - OVERTIME	1,429	7,000	974	6,000	384	6,000
31-75-4100	SOCIAL SECURITY - EMPLOYER	3,273	3,999	3,417	4,712	3,755	4,944
31-75-4101	MEDICARE - EMPLOYER	765	935	798	1,102	878	1,156
31-75-4102	WORKERS COMPENSATION INSURANCE	1,809	2,500	1,566	2,000	1,27	4,000
31-75-4103	UNEMPLOYMENT COMPENSATION	1,027	988	890	275	384	250
31-75-4104	IMRF EMPLOYER	2,539	4,399	6,571	5,267	3,990	3,557
31-75-4105	LIFE INSURANCE - EMPLOYER	192	200	212	240	232	240
31-75-4106	HEALTH INSURANCE	21,925	24,500	19,658	25,000	21,890	25,000
31-75-4204	UTILITIES	16,072	16,000	15,739	17,000	18,170	20,000
31-75-4205	TRAVEL/MEALS/LODGING		150		150		
31-75-4207	TRAINING		250		250		
31-75-4208	POSTAGE	4,550	5,500	5,600	5,500	6,650	7,000
31-75-4210	PRINTING		100		200		200
31-75-4214	OFFICE SYSTEM SUPPORT	2,055	2,000	1,902	2,000	2,425	2,000
31-75-4232	ENGINEERING	20,368	10,000	250	10,000		15,000
31-75-4236	WATER & SEWER CONTRACT LABOR	33,403	31,511	28,923	33,500	35,200	33,430
31-75-4240	PROFESSIONAL SERVICES	14,759	15,000	10,029	15,000	39,197	15,000
31-75-4300	OFFICE SUPPLIES		250		250		
31-75-4301	MAINTENANCE SUPPLIES	2,160	7,500	5,357	7,500	8,079	7,500
31-75-4302	OPERATING SUPPLIES	14,014	7,500	17,305	7,500	9,058	7,500
31-75-4303	GASOLINE AND OIL	154	250			1,398	1,500
31-75-4305	UTILITY SYSTEM CHEMICALS			184	200		
31-75-4312	GENERATOR MAINTENANCE	4,706	6,000	2,151	6,000	7,027	7,000
31-75-4411	EQUIPMENT		10,000	2,195	10,000		10,000
31-75-4500	MISCELLANEOUS		500		500	765	500
31-75-4930	CAPITAL OUTLAY	129,729	201,000	22,789	150,000		207,500
TOTAL UNK_EXP - UNK_EXP		328,701	415,532	205,018	380,146	224,586	453,027
NET OF REVENUES/APPROPRIATIONS - 75 - SEWER		(328,701)	(415,532)	(205,018)	(380,146)	(224,586)	(453,027)

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 77 - NORTH PLANT							
UNK EXP - UNK EXP							
31-77-4202	TELEPHONE & INTERNET SERVICES	2,810	2,800	3,179	3,000	3,731	3,000
31-77-4204	UTILITIES	57,971	60,000	36,325	60,000	58,946	60,000
31-77-4223	IT SERVICES			200	500		500
31-77-4236	WATER &SEWER CONTRACT LABOR	66,805	63,021	57,847	67,000	70,401	66,860
31-77-4240	PROFESSIONAL SERVICES	10,414	10,000	11,632	15,000	13,290	15,000
31-77-4301	MAINTENANCE SUPPLIES	2,450	5,000	2,079	3,000	2,525	3,000
31-77-4302	OPERATING SUPPLIES	1,053	5,000	128	3,000	6,255	5,000
31-77-4305	UTILITY SYSTEM CHEMICALS					696	1,000
31-77-4307	NPDS PERMIT	7,500	7,500	7,500	7,500	7,500	7,500
31-77-4310	IEPA REQUIRED TESTING		500		500		500
31-77-4311	LAND APPLICATION		2,500		2,500		9,000
31-77-4312	GENERATOR MAINTENANCE	1,307	4,000	643	4,000	1,714	4,000
	TOTAL UNK_EXP - UNK_EXP	150,310	160,321	119,533	166,000	165,058	175,360
	NET OF REVENUES/APPROPRIATIONS - 77 - NORTH PLANT	(150,310)	(160,321)	(119,533)	(166,000)	(165,058)	(175,360)

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 79 - SOUTH PLANT							
UNK EXP - UNK EXP							
31-79-4202	TELEPHONE & INTERNET SERVICES	1,044	1,200	1,138	1,200	1,320	1,400
31-79-4204	UTILITIES	115,307	105,000	70,628	120,000	150,325	155,000
31-79-4236	WATER & SEWER CONTRACT LABOR	66,805	63,021	57,847	67,000	70,401	66,860
31-79-4240	PROFESSIONAL SERVICES	9,131	10,000	4,320	8,000	17,559	8,000
31-79-4301	MAINTENANCE SUPPLIES	1,934	5,000	4,935	6,500	1,878	6,500
31-79-4302	OPERATING SUPPLIES	1,245	8,000	1,484	6,000	2,263	6,000
31-79-4305	UTILITY SYSTEM CHEMICALS	19,571	17,000	28,546	20,000	37,226	38,000
31-79-4307	NPDS PERMIT	15,000	15,000	15,000	15,000	15,000	15,000
31-79-4310	EPA REQUIRED TESTING		1,000		1,000		
31-79-4311	LAND APPLICATION		2,500		2,500		9,000
31-79-4312	GENERATOR MAINTENANCE	1,875	4,000	643	4,000		4,000
TOTAL UNK EXP - UNK EXP		231,912	231,721	184,541	251,200	295,972	309,760
NET OF REVENUES/APPROPRIATIONS - 79 - SOUTH PLANT							
		(231,912)	(231,721)	(184,541)	(251,200)	(295,972)	(309,760)
ESTIMATED REVENUES - FUND 31							
APPROPRIATIONS - FUND 31		1,801,926	1,918,500	1,845,241	1,996,500	1,891,697	2,052,000
NET OF REVENUES/APPROPRIATIONS - FUND 31		1,813,973	1,855,890	1,589,107	1,864,003	1,625,296	2,008,460
		(12,047)	62,610	256,134	132,497	266,401	43,540
BEGINNING FUND BALANCE							
ENDING FUND BALANCE		7,953,219	7,941,174	7,941,174	8,197,308	8,197,308	8,329,805
		7,941,172	8,003,784	8,197,308	8,329,805	8,463,709	8,373,345

BUDGET REPORT
Fund: 32 DEBT SERVICE FUND
Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 THRU 04/30/24 ACTIVITY	2024-25 REQUESTED BUDGET
Dept 00							
UNK REV - UNK REV							
32-00-3900	INTEREST	90		924		2,543	
32-00-5010	TRANSFERS IN - FROM GENERAL FUND	217,977	216,503	216,503	216,563	216,563	216,200
	TOTAL UNK REV - UNK REV	218,067	216,503	217,427	216,563	219,106	216,200
	NET OF REVENUES/APPROPRIATIONS - 00 -	218,067	216,503	217,427	216,563	219,106	216,200

BUDGET REPORT
Fund: 32 DEBT SERVICE FUND
 Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22	2022-23	2022-23	2023-24	2023-24	2024-25
		ACTIVITY	AMENDED BUDGET	ACTIVITY	APPROVED BUDGET	THRU 04/30/24 ACTIVITY	REQUESTED BUDGET
Dept 50 - ADMIN							
UNK EXP - UNK EXP							
32-50-4801	DEBT PAYMENT - PRINCIPAL 2015B	185,000	190,000	190,000	195,000	195,000	200,000
32-50-4811	INTEREST EXPENSE 2015B	32,978	26,503	26,503	21,563	29,663	16,200
	TOTAL UNK_EXP - UNK_EXP	217,978	216,503	216,503	216,563	224,663	216,200
	NET OF REVENUES/APPROPRIATIONS - 50 - ADMIN	(217,978)	(216,503)	(216,503)	(216,563)	(224,663)	(216,200)
	ESTIMATED REVENUES - FUND 32	218,067	216,503	217,427	216,563	219,106	216,200
	APPROPRIATIONS - FUND 32	217,978	216,503	216,503	216,563	224,663	216,200
	NET OF REVENUES/APPROPRIATIONS - FUND 32	89	924	924	(5,557)	(5,557)	(5,557)
	BEGINNING FUND BALANCE	29,137	29,226	29,226	30,150	30,150	30,150
	ENDING FUND BALANCE	29,226	29,226	30,150	30,150	24,593	30,150

Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
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Dept 00	UNK REV - UNK REV						
90-00-3700	FEDERAL GRANT REVENUE	27,683					
90-00-3701	STATE GRANT REVENUE	118,924	200,000			200,000	10,000
90-00-3801	DONATIONS/CONTRIBUTIONS	20,000		16,473		7,207	5,000
90-00-3900	INTEREST	604		840,000		2,899,066	158,000
90-00-5010	TRANSFERS IN - FROM GENERAL FUND	682,400	2,340,000		2,204,000		
	TOTAL UNK REV - UNK REV	849,611	2,540,000	856,473	2,404,000	3,106,273	173,000

NET OF REVENUES/APPROPRIATIONS - 00 - 849,611 2,540,000 856,473 2,404,000 3,106,273 173,000

BUDGET REPORT
Fund: 90 GOV FUNDS CAPITAL PROJECTS FUND

FUND	DESCRIPTION	Calculations as of 04/30/2024					
		2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 50 - ADMIN							
UNK EXP - UNK EXP							
90-50-4412	CIP GENERAL ADMINISTRATION	68,708	55,000	53,153	80,000	16,153	110,000
90-50-4420	CIP ECONOMIC DEVELOPMENT		10,000		15,000	17,961	7,000
90-50-4930	CIP GOVT EXPENSE	4,300					
TOTAL UNK_EXP - UNK_EXP		73,008	65,000	53,153	95,000	34,114	117,000
NET OF REVENUES/APPROPRIATIONS - 50 - ADMIN		(73,008)	(65,000)	(53,153)	(95,000)	(34,114)	(117,000)

Calculations as of 04/30/2024
2021-22 ACTIVITY
2022-23 AMENDED BUDGET
2022-23 ACTIVITY
2023-24 APPROVED BUDGET
2023-24 ACTIVITY THRU 04/30/24
2024-25 REQUESTED BUDGET

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 52 - PARKS							
UNK EXP - UNK EXP							
90-52-4440	CIP PARKS EQUIPMENT		45,000	45,000	80,000	93,602	
90-52-4441	CIP PARKS MAINTENANCE		20,000	20,291	30,000	3,817	90,000
90-52-4442	CIP PARKS IMPROVEMENTS	116,112		40,256			
	TOTAL UNK EXP - UNK EXP	116,112	65,000	105,547	110,000	97,419	90,000
	NET OF REVENUES/APPROPRIATIONS - 52 - PARKS	(116,112)	(65,000)	(105,547)	(110,000)	(97,419)	(90,000)

BUDGET REPORT
Fund: 90 GOV FUNDS CAPITAL PROJECTS FUND
Calculations as of 04/30/2024

FUND	DESCRIPTION	2021-22 ACTIVITY	2022-23 AMENDED BUDGET	2022-23 ACTIVITY	2023-24 APPROVED BUDGET	2023-24 ACTIVITY THRU 04/30/24	2024-25 REQUESTED BUDGET
Dept 53 - STREETS							
UNK EXP - UNK EXP							
90-53-4460	CIP STREETS ADMINISTRATION	459	1,645,000	8,502	2,915,000	2,678,104	55,000
90-53-4461	CIP STREETS EQUIPMENT	235,404	145,000	48,023		276,727	25,000
90-53-4462	CIP STREETS MAINTENANCE	120,242	50,000	69,607			
90-53-4463	CIP STREETS STORM SEWER		125,000	121,433		5,000	
	TOTAL UNK_EXP - UNK_EXP	356,105	1,965,000	247,565	2,915,000	2,959,831	80,000
NET OF REVENUES/APPROPRIATIONS - 53 - STREETS							
		(356,105)	(1,965,000)	(247,565)	(2,915,000)	(2,959,831)	(80,000)
ESTIMATED REVENUES - FUND 90							
		849,611	2,540,000	856,473	2,404,000	3,106,273	173,000
APPROPRIATIONS - FUND 90							
		545,225	2,095,000	406,265	3,120,000	3,091,364	287,000
NET OF REVENUES/APPROPRIATIONS - FUND 90							
		304,386	445,000	450,208	(716,000)	14,909	(114,000)
BEGINNING FUND BALANCE							
		578,381	882,766	882,766	1,332,974	1,332,975	616,974
ENDING FUND BALANCE							
		882,767	1,327,766	1,332,974	616,974	1,347,884	502,974
ESTIMATED REVENUES - ALL FUNDS							
		5,621,371	8,672,155	5,814,294	9,325,054	10,705,225	5,400,540
APPROPRIATIONS - ALL FUNDS							
		5,082,321	8,663,477	4,974,438	10,303,557	10,084,279	5,702,562
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS							
		539,050	8,678	839,856	(978,503)	620,946	(302,022)
BEGINNING FUND BALANCE - ALL FUNDS							
		11,092,325	11,631,376	11,631,376	12,471,232	12,471,233	11,492,729
ENDING FUND BALANCE - ALL FUNDS							
		11,631,375	11,640,054	12,471,232	11,492,729	13,092,179	11,190,707



Midwest Paving Equipment, Inc.
 757 DuPage Blvd Suite 2387
 GLEN ELLYN, IL 60137 US
 (630) 453-0772

Midwest Paving Equipment, Inc.

Estimate

ADDRESS

Village of Poplar Grove
 200 Hill Street
 Poplar Grove, IL 61065

SHIP TO

Village of Poplar Grove
 200 Hill Street
 Poplar Grove, IL 61065

ESTIMATE # 1732

DATE 02/16/2024
EXPIRATION DATE 05/09/2024

ACTIVITY	QTY	RATE	AMOUNT
MI10257 3-Ton Falcon Asphalt Recycler & Hot Box Trailer Dual 12-Volt Batteries Triple Wall Construction and Fully Insulated Automatic Temperature Control Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Single diesel burner Dump Box -power up/power down Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Short frame – 14' Falcon Smart Control package includes VIP, 7-day timer, fuel level gauge, hour meter, voltmeter, and temperature gauge LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder - 3-Positions Release agent basket (rear of unit Curbside) Step to access Hopper Platform	1	39,120.00	39,120.00
Paint	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Color Falcon Red			
Trailer Plug Specify One (RV plug Round Plug 7 Flat pins) (Semi Plug round Plug 7 round Pins) (Cole Hersey Round Plug 6 Round Pins)	1	0.00	0.00
Freight Freeland, MI to Poplar Grove, IL	1	1,134.00	1,134.00
			Subtotal: 40,254.00
NJP0099n Diamond Tread plate Cover for Curb side frame extension.	1	183.00	183.00
NJP0045 Basket for mounting Plate Compactor (id 24" x 24")	1	353.00	353.00
NJP1099A Shovel Clip (Stainless Steel) 2 total (Mounted on curbside angle hopper side)	1	178.00	178.00
NJP0056 Hoist w/ 12-Volt Winch for Lifting 500 lbs.	1	3,042.00	3,042.00
Warranty Two Year Factory, Lifetime Frame Warranty	1	0.00	0.00
Falcon CCMFG 5 Year Combustion Chamber Maintenance Free Guaranty	1	0.00	0.00
Training On-site Operation and Service Training	1	0.00	0.00
Manual Operator, Parts and Service Manual	1	0.00	0.00
Why a FALCON? Why Falcon? It's Versatile • Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings) • Transport asphalt and keep it hot all day and hold it overnight • Heat and re-heat cold patch It's Cost-Effective • When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed • When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement • Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift It's Reliable • VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage • A Falcon is designed to allow the burner to run while in	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
tow - preventing material from cooling while being transported • Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots • Standard 2-year machine warranty and lifetime frame warranty It's a Falcon			

***Leadtime is currently 90-120 Days. Leadtime will be verified or adjusted at time of order.
***Pricing is Per IL State CMS Contract

SUBTOTAL	44,010.00
TAX	0.00
TOTAL	\$44,010.00

Accepted By

Accepted Date



Midwest Paving Equipment, Inc.
 757 DuPage Blvd Suite 2387
 GLEN ELLYN, IL 60137 US
 (630) 453-0772

Midwest Paving Equipment, Inc.

Estimate

ADDRESS

Village of Poplar Grove
 200 Hill Street
 Poplar Grove, IL 61065

SHIP TO

Village of Poplar Grove
 200 Hill Street
 Poplar Grove, IL 61065

ESTIMATE # 1733

DATE 02/16/2024
EXPIRATION DATE 05/09/2024

ACTIVITY	QTY	RATE	AMOUNT
MI10257 2-Ton Falcon Asphalt Recycler & Hot Box Trailer Dual 12-Volt Batteries Triple Wall Construction and Fully Insulated Automatic Temperature Control Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Single diesel burner Dump Box -power up/power down Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Short frame – 14' Falcon Smart Control package includes VIP, 7-day timer, fuel level gauge, hour meter, voltmeter, and temperature gauge LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder - 3-Positions Release agent basket (rear of unit Curbside) Step to access Hopper Platform	1	34,410.00	34,410.00
Paint	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Color Falcon Red			
Trailer Plug Specify One (RV plug Round Plug 7 Flat pins) (Semi Plug round Plug 7 round Pins) (Cole Hersey Round Plug 6 Round Pins)	1	0.00	0.00
Freight Freeland, MI to Poplar Grove, IL	1	1,134.00	1,134.00
			Subtotal: 35,544.00
NJP0099n Diamond Tread plate Cover for Curb side frame extension.	1	183.00	183.00
NJP0045 Basket for mounting Plate Compactor (id 24" x 24")	1	353.00	353.00
NJP1099A Shovel Clip (Stainless Steel) 2 total (Mounted on curbside angle hopper side)	1	178.00	178.00
NJP0056 Hoist w/ 12-Volt Winch for Lifting 500 lbs.	1	3,042.00	3,042.00
Warranty Two Year Factory, Lifetime Frame Warranty	1	0.00	0.00
Falcon CCMFG 5 Year Combustion Chamber Maintenance Free Guaranty	1	0.00	0.00
Training On-site Operation and Service Training	1	0.00	0.00
Manual Operator, Parts and Service Manual	1	0.00	0.00
Why a FALCON? Why Falcon? It's Versatile • Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings) • Transport asphalt and keep it hot all day and hold it overnight • Heat and re-heat cold patch It's Cost-Effective • When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed • When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement • Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift It's Reliable • VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage • A Falcon is designed to allow the burner to run while in	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
tow - preventing material from cooling while being transported • Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots • Standard 2-year machine warranty and lifetime frame warranty It's a Falcon			

***Leadtime is currently 90-120 Days. Leadtime will be verified or adjusted at time of order.
***Pricing is Per IL State CMS Contract

SUBTOTAL	39,300.00
TAX	0.00
TOTAL	\$39,300.00

Accepted By

Accepted Date



Item 1.

1051 W 7th St
 Monroe, WI 53566
 Sales Rep: Tim Reynolds
 Ph: 815-275-0223
 www.MonroeTruck.com

Quotation ID: 9KK1000193
 Date: 2/20/2024
 Valid thru: 3/21/2024
 Terms: NET 30
 Quoted by: Kaden King
 Ph/Fax: 608-329-8322 /



Quoted to:
 POPLAR GROVE,VILL OF (ATTN:)
 200 N HILL ST
 POPLAR GROVE, IL 61065
 Ph: 815-765-3201 / Fax: 815-765-3571
 Email:

Chassis Information

Year:	Make:	Model:	Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:
			F.O. Number #:	Vin:

Notes:
 Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
KM 4 TON HOTBOX	
- 4 TON TRAILER MOUNT WITH ELECTRIC BRAKE DIESEL DUMP	
- 8,000LB CAPACITY	
- 105,000 BTU DIESEL RAN	
- DUAL INSULATED FILLING DOOR DUAL CANTILEVER HANDLE	
- DUAL INSULATED SHOVEL DOORS	
- HEATED SHOVEL DECK	
- DUAL 7000 LB AXLE	
- SOLVENT TANK MOUNTED TO TRAILER	
- 4 HOLE TOOL RACK	
- 12V POWERED CRANE	
- LOW TEMP THERMOSTAT ALLOWS HEATING OF CVOLD PATCH 60-250 F.	
- 24 HOUR TIMER 110 VOLT POWERED	
- AMBER STROBE LIGHT MOUNTED AND SWITCHED	
- 4" AMBER STROBE LIGHTS MOUNTED IN REAR FENDERS	
- TORCH KIT WITH HOSE REEL (DIESEL)	

****DELIVERY OF HOT BOX TO YOUR LOCATION****

Quote Total: \$41,347.00

**** DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210TH DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: _____

Additional Options:

Description	Amount	Add to quote?
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Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO
Customer Signature:	Customer P.O. Number: Date of Acceptance:

. General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

1. SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof as long as such Products shall not have been sold by

Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of

the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.





a brand of aebe schmidt

1051 W 7th Street
Monroe, WI 53566
Sales Rep: Tim Reynolds
Ph: 815-275-0223
www.MonroeTruck.com

Item 1.

Quotation ID: 9TRR002735

Date: 6/3/2024

Valid thru: 7/3/2024

Terms: NET 30

Quoted by: Tim Reynolds

Ph/Fax: 815-275-0223 / 608-329-8521



Quoted to:

POPLAR GROVE, VILL OF (ATTN: DAVID HOWE)
200 N HILL ST
POPLAR GROVE, IL 61065
Ph: 815-765-3201 / Fax: 815-765-3571
Email: DHOWE@VILLAGEOFPOPLARGROVE.COM

Chassis Information

Year:	Make:	Model:	Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

- 4 TON TRAILER**
- ELECTRIC BRAKE
- DIESEL BURNER
- DUMP
- 18' L X 95.5" W X 94" H
- WEIGHT IS 4,325 LBS
- CAPACITY IS 8,000 LBS
- 105,000 BTU HEATING ELEMENT
- DUAL FILLING DOORS WITH CANTILEVER HANDLE
- DUAL SHOVEL DOORS
- AIR JACKETED HEAT
- 2"-3" OF HIGH EFFICIENCY INSULATION
- ALL WELDED 16 GA SKIN WITH 12 GA ASPHALT COMPARTMENT
- TRAILER CAPACITY IS 14,000 GVWR
- DUAL 7,000LB AXLE WIT ELECTRIC BRAKES
- 2 YEAR WARRANTY ON PARTS AND WORKMENSHP
- 5 YEAR WARRANTY OF TRAILER FRAME STRUCTURE

** DIMENSIONS MAY VARY DEPENDING ON OPTIONS **
** ALL DIESEL UNITS HAVE 24 HOUR TIMER AND LOW TEMP THERMOSTATE **

FREIGHT INCLUDED FROM KM

Quote Total: \$39,262.00

**** DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210TH DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: _____

Additional Options:

Description	Amount	Add to quote?
POPULAR OPTIONS		Yes / No
7 GALLON UTILITY SOLVENT TANK	\$470.00	Yes / No
4 HOLE TOOL RACK MOUNTED ON TRAILER	\$370.00	Yes / No
SPARE TIRE, MOUNTED	\$655.00	Yes / No
12V HOIST, LOADING HOIST	\$3,515.00	Yes / No



Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:

. General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

SCOPE AND VALIDITY

- 1.1.** These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2.** No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3.** The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

- 2.1.** Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2.** Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3.** Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4.** Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5.** Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6.** In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7.** Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

- 3.1.** Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2.** Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

- 4.1.** Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2.** In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3.** Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4.** Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

- 5.1.** If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's

Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



a brand of aebi schmidt

1051 W 7th Street
Monroe, WI 53566
Sales Rep: Tim Reynolds
Ph: 815-275-0223
www.MonroeTruck.com

Item 1.

Quotation ID: 9TRR002734
Date: 6/3/2024
Valid thru: 7/3/2024
Terms: NET 30

Quoted by: Tim Reynolds
Ph/Fax: 815-275-0223 / 608-329-8521



Quoted to:
POPLAR GROVE, VILL OF (ATTN: DAVID HOWE)
200 N HILL ST
POPLAR GROVE, IL 61065
Ph: 815-765-3201 / Fax: 815-765-3571
Email: DHOWE@VILLAGEOFPOPLARGROVE.COM

Chassis Information

Year:	Make:	Model:	Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

- 2 TON TRAILER**
- ELECTRIC BRAKE
- DIESEL BURNER
- DUMP
- 14' L X 83" W X 88" H
- WEIGHT IS 2,180 LBS
- CAPACITY IS 4,000 LBS
- 105,000 BTU HEATING ELEMENT
- SINGLE FILLING DOOR WITH CANTILEVER HANDLE
- SINGLE SHOVEL DOOR
- AIR JACKETED HEAT
- 2"-3" OF HIGH EFFICIENCY INSULATION
- ALL WELDED 16 GA SKIN WITH 12 GA ASPHALT COMPARTMENT
- TRAILER CAPACITY IS 7,000 GVWR
- SINGLE 7,000LB AXLE WIT ELECTRIC BRAKES
- 2 YEAR WARRANTY ON PARTS AND WORKMENSHP
- 5 YEAR WARRANTY OF TRAILER FRAME STRUCTURE

FREIGHT INCLUDED FROM KM

Quote Total: \$31,472.00

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4 HOLE TOOL RACK MOUNTED ON TRAILER	\$370.00	Yes / No
SPARE TIRE, MOUNTED	\$655.00	Yes / No
12V HOIST, LOADING HOIST	\$3,515.00	Yes / No



Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:

. General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

SCOPE AND VALIDITY

- 1.1.** These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2.** No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3.** The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

- 2.1.** Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2.** Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3.** Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4.** Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5.** Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6.** In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7.** Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

- 3.1.** Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2.** Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.
- In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

- 4.1.** Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2.** In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3.** Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4.** Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

- 5.1.** If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's

Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.