VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, October 15, 2025 at 6:00 PM

108 West Main Street and Virtually

To access meeting from any device: https://global.gotomeeting.com/join/671034949

Or by (Toll Free): 1 866 899 4679 | Access Code: 671-034-949

This meeting is being recorded

1. **RECORDING OF THE MEETING**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL & ESTABLISHMENT OF A QUORUM**
5. **MEETING GUIDELINES**

   Discussion and Vote to Allow an Absent Trustee to Vote By Phone or Other Allowable Means.
6. **DISCLOSURE OF ANY CONFLICT OF INTEREST**
7. **CHANGES TO AGENDA**
8. **PUBLIC COMMENT:** *Each speaker is limited to three (3) minutes. A maximum of thirty (30) minutes shall be generally allowed for public comment at each meeting.*
9. **CONSENT AGENDA:** *All items on the Consent Agenda denoted with an asterisk (*) are routine in nature and will be enacted in one motion. The Consent Agenda for this meeting includes:*
   - **a.** ***Approval of Board Trustees Meeting Minutes from October 1, 2025
   - **b.** *Approval of Invoices Presented for Payment $62,389.40
10. **PRESIDENT'S REPORT**
11. **TREASURER'S REPORT**
    - **a.** September Treasurer's Report
12. **DEPARTMENT HEAD REPORTS**
    - **a.** Administrator Report *(Written reports generally presented at the second meeting of each month)*

b. Police Chief Report *(Written reports generally presented at the second meeting of each month)*

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

13. ACTION ITEMS

a. 2025 Main Street Project Bid Approval

b. Resolution to Authorize the Village President to Seek Bids For and Enter into Wholesale Electricity Supply Contract

c. Ordinance Amending Personnel Policy Section 9-2: Group Medical Insurance

d. Pyrotecnico Proposal

e. Resolution to Approve the State of Illinois, Central Management Service Contract for JPMC Rock Salt Bulk, FY26, Contract No. 25-416CMS-BOSS4-P-85804

f. Resolution Authorizing the Transition of Internet Service from Comcast to Silo Communications

g. Ordinance Correcting Scriveners' Errors to Ordinance 2025-11, An Ordinance Amending Section 6.13.03 of the Unified Development Ordinance of the Village of Winnebago Regarding Fence Requirements

h. Ordinance Correcting Scriveners' Errors for Limited Agriculture within the Unified Development Ordinance, Section 6.08.02

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

15. NEW BUSINESS

16. UPCOMING MEETINGS

17. ADJOURNMENT

Posted: October 9, 2025 at 8:00 a.m. at 108 W. Main Street, Winnebago, IL and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491

Agenda Item Executive Summary

Item Name	Consent Agenda Items	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

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

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

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

ATTACHMENTS (PLEASE LIST)

N/A

ACTION REQUESTED

☐For Discussion Only

☐ Resolution

☐ Ordinance

☒ Motion:

MOTION: I MOVE TO APPROVE THE ITEMS ON THE CONSENT AGENDA, INCLUDING APPROVAL OF BOARD MINUTES FROM OCTOBER 1, 2025 AND APPROVAL OF INVOICES PRESENTED FOR PAYMENT

Staff:	Rachel Windgassen, Administrative Assistant	Date:	10/15/25

DRAFT

The Board of Trustees of the Village of Winnebago met in person October 1, 2025 at 6:00 p.m. with President Franklin J. Eubank, Jr. presiding. The link for the employees and the public to attend remotely was made available through GoToMeeting.

ROLL CALL: ACKERMAN –GRAHAM - MCKINNON – SPRINGER – LEFEVRE (at 6:24p.m.) - present
KIM - absent

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Public Works Director Chad Insko, Treasurer Dana Novinson, Chief Jeff White, Lieutenant Nick Haff, Assistant Deputy Clerk Rachel Windgassen, Mike Mudge of Rock River Energy

5. ESTABLISHMENT OF A QUORUM - A quorum was established.
6. MEETING GUIDELINES
7. DISCLOSURE OF ANY CONFLICT OF INTEREST - No conflict of interest was noted.
8. CHANGES TO THE AGENDA – None
9. PUBLIC COMMENT – No one from the public requested the opportunity to address the board.
10. CONSENT AGENDA

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

11a. Approval of Board Trustees Meeting Minutes of September 17, 2025
12a. Approval of Invoices Presented for Payment October 1, 2025, $ 31,697.13

13. PRESIDENT
    a. Mike Mudge of Rock River Energy talked about the renewal of the Village Electric Rates for street lights as well as pumping. At this time the street lights are with Commonwealth Edison as that was the best rate when the agreement was made. Today, the rates with Dynegy would be more economical.
    Mr. Mudge also talked about Community Solar which would require a twenty year contract.
    The Board will need more information for the next meeting to make a decision on both.
14. CLERK – No items to report
15. TREASURER'S REPORT – No items to report
16. ADMINISTRATIVE REPORTS – No items to report
17. QUESTIONS FROM TRUSTEES/STAFF - There were no questions from Trustees or Staff
18. PUBLIC WORKS COMMITTEE/REPORT/REQUESTS
    a. The 2025 Main Street Project remains open and may not take place until next year.
19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS– No items for discussion.
20. POLICE COMMITTEE/REPORTS/REQUESTS – No items for discussion.
21. FINANCE COMMITTEE/REPORTS/REQUESTS – No items for discussion.
22. LIQUOR COMMITTEE/REPORTS/REQUESTS - No items for discussion.
23. ADMINISTRATIVE TEAM/REPORTS/REQUEST– No items for discussion.
24. ZONING COMMISSION/REPORTS/REQUESTS– No items for discussion.
25. EXECUTIVE SESSION (CLOSED SESSION) – pursuant to 5ILCS 120/2(c) – None needed.
27. NEW BUSINESS

PRESIDENT EUBANK noted Mr. Dienberg's contract ends in February 2026 and at the October 15, 2025 Committee of the Whole Agenda should include discussion of the matter.

28. TABLED/DEFERRED ITEMS – none
29. UPCOMING MEETINGS

The next Board meeting will be on October 15, 2025, at 6:00 p.m., followed by the Committee of the Whole Meeting.

30. ADJOURNMENT

A motion was made by MR. MCKINNON, seconded by MR. LEFEVRE, to adjourn at 6:54 p.m. The motion carried on a voice vote.

UNAPPROVED

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Sally Jo Huggins, Village Clerk

Warrant List

October 15, 2025
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval -62,389.40
Section 2: Invoices over $5,000 - $50,373.61

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

October 15, 2025

Invoices Presented

For Board Approval

Total Invoices: $62,389.40

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE:10/15/2025 THRU 10/15/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000717		ACE HARDWARE WINNEBAGO							
	I-202510072709	ACE: AUG & SEPT 25 STATEMENT	R	10/15/2025	223.77		026774		223.77
000108		BADGER METER INC							
	I-80212678	ORION CELLULAR SEPT 2025	R	10/15/2025	1,178.00		026775		1,178.00
000038		DIAMOND PROPERTY MAINTENANCE,							
	I-12574	CLEANING SEPTEMBER 2025	R	10/15/2025	160.00		026776		160.00
016040		FERGUSON WATER WORKS SUPPLY							
	I-0297221	20 SWR SPADE X2	R	10/15/2025	150.26		026777		150.26
000044		GAZIANO,ATTORNEY MARY							
	I-202510072706	INV 22946-22957 (AUG 2023)	R	10/15/2025	3,360.05		026778		3,360.05
000536		GILL'S FREEPORT DISPOSAL							
	I-24143507T087	GILL'S: OCT STATEMENT	R	10/15/2025	19,283.68		026779		19,283.68
000187		HARMS LANDSCAPE							
	I-12I08	TREES: NIGRA ARBORVITAE X4	R	10/15/2025	400.00		026780		400.00
000225		ILLINOIS ASSOCIATION OF CHIEFS							
	I-20375	MEMBERSHIP (THROUGH DEC 2026)	R	10/15/2025	130.00		026781		130.00
000525		J & R SUPPLY INC.							
	I-2509814-IN	MACRO COUPLING	R	10/15/2025	1,015.00		026782		1,015.00
000307		MANHEIM, CASPER							
	I-10-25	OCTOBER CODE ENFORCEMENT	R	10/15/2025	960.00		026783		
	I-10-25B	OCT BUILDING INSPECTOR	R	10/15/2025	1,000.00		026783		1,960.00
000010		MERIDIAN IMPLEMENT COMPANY							
	I-01-217828	CHAIN LOOP	R	10/15/2025	23.99		026784		23.99
000360		MIDWEST METER, INC.							
	I-0181922-IN	M-25 GAL HRE-LCD W/TWIST	R	10/15/2025	256.55		026785		256.55
000440		MOBILE ELECTRONICS, INC.							
	I-15975	NEW RADIO AND ANTENNA, MOUNTS	R	10/15/2025	825.75		026786		825.75
000288		MOTOROLA SOLUTIONS, INC. STARC							
	I-1411202526	VEHICLE/BODYCAM: RES 23-17R	R	10/15/2025	16,800.00		026787		16,800.00

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE:10/15/2025 THRU 10/15/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000807		PAPER RECOVERY SERVICE CORPORA							
	I-103533	3RD QUARTER RENTAL FEE	R	10/15/2025	25.00		026788		25.00
016054		PDC PRECISION DRIVE AND CONTRO							
	I-INV23550	SAWZALL, DRILL KIT, BATTERY	R	10/15/2025	836.10		026789		836.10
000527		PITNEY CONSTRUCTION							
	I-202510072707	212 SEWARD SIDEWALKS	R	10/15/2025	5,660.00		026790		
	I-202510072708	207 SEWARD ST SIDEWALKS	R	10/15/2025	3,380.00		026790		9,040.00
001538		ROCK ROAD COMPANIES INC							
	I-327246	N50 SURF HMA NON-MOD	R	10/15/2025	597.00		026791		597.00
000291		ROCK VALLEY CULLIGAN							
	I-0696863	COOLER RENTAL: 10/1-10/31	R	10/15/2025	44.45		026792		44.45
000017		ROCK VALLEY PUBLISHING							
	I-476531	ZONING HEARING 9/11/25 PUBLISH	R	10/15/2025	268.38		026793		268.38
000696		TRANSUNION RISK AND ALTERNATIV							
	I-6789125-202509-1	SEPT 2025 TRULOOKUP	R	10/15/2025	126.00		026794		126.00
000411		UNIFORM DEN EAST INC							
	I-98442	HAFF: TROUSER, BRAID NY	R	10/15/2025	82.95		026795		82.95
000518		WINNEBAGO COUNTY (911 PAYMENT)							
	I-13660	911 PSAP BILLING OCT-DEC 2025	R	10/15/2025	5,249.93		026796		5,249.93
000616		XEROX FINANCIAL SERVICES							
	I-40996572	XEROX: NOV 2025 CONTRACT	R	10/15/2025	352.54		026797		352.54

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	24			62,389.40	0.00	62,389.40
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE:10/15/2025 THRU 10/15/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	24	62,389.40	0.00	62,389.40
BANK: AP TOTALS:	24	62,389.40	0.00	62,389.40
REPORT TOTALS:	24	62,389.40	0.00	62,389.40

SECTION 2:

WARRANT LIST

October 15, 2025

Invoices Over $5,000

$ 50,373.61

These invoices are included in the

Section 1 Warrant List

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE:10/15/2025 THRU 10/15/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000536		GILL'S FREEPORT DISPOSAL							
	I-24143507T087	GILL'S: OCT STATEMENT	R	10/15/2025	19,283.68		026779		19,283.68
000288		MOTOROLA SOLUTIONS, INC. STARC							
	I-1411202526	VEHICLE/BODYCAM: RES 23-17R	R	10/15/2025	16,800.00		026787		16,800.00
000527		PITNEY CONSTRUCTION							
	I-202510072707	212 SEWARD SIDEWALKS	R	10/15/2025	5,660.00		026790		
	I-202510072708	207 SEWARD ST SIDEWALKS	R	10/15/2025	3,380.00		026790		9,040.00
000518		WINNEBAGO COUNTY (911 PAYMENT)							
	I-13660	911 PSAP BILLING OCT-DEC 2025	R	10/15/2025	5,249.93		026796		5,249.93

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4			50,373.61	0.00	50,373.61
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	4	50,373.61	0.00	50,373.61
BANK: AP TOTALS:	4	50,373.61	0.00	50,373.61
REPORT TOTALS:	4	50,373.61	0.00	50,373.61

Treasurer's Report

October 15, 2025
Board Meeting

Cash Reports

Section 1: Cash Balances as of September 2025
Monthly Cash Flow Report September 2025
Credit Card August 2025 Recap
Bank Reconciliations September 2025

Budget Details

Section 2: Revenue & Expenditures Report – September 2025

Construction in Progress & other Tracking

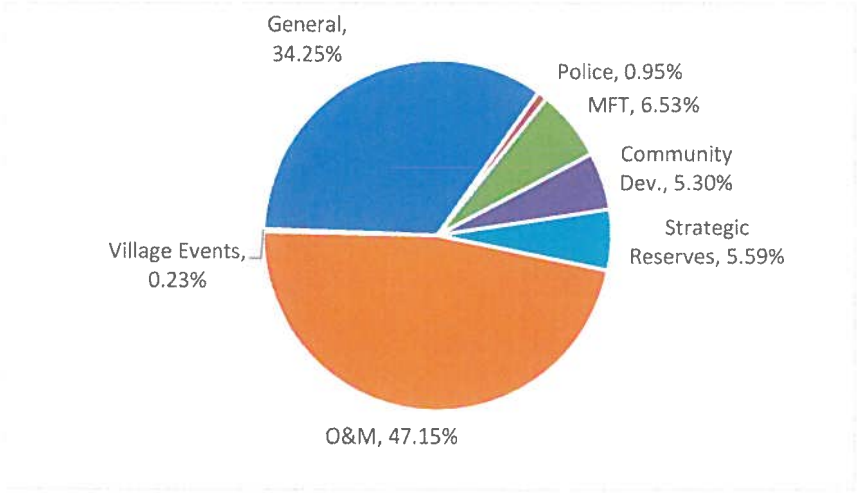
Section 3: Large Purchase Tracking
Grant Tracking
Village Debt
Village Revenue

SECTION 1:

CASH REPORTS

Cash Balances as of September 30, 2025
Monthly Cash Flow Report as of September 30, 2025
Bank Reconciliations September 30, 2025
Credit Card Statement Recap August 2025

Cash Balances
September 2025



General Fund	**Ending Balance**	
First National Bank	$	276,071.48
Illinois National Bank	$	871.02
Illinois Funds - General	$	1,902,320.62
General subtotal	$	2,179,263.12
Police		
Illinois Funds-Police	$	59,956.67
Illinois National Bank	$	742.43
General subtotal	$	60,699.10
Motor Fuel Tax Fund		
First National Bank	$	59,441.48
Illinois Funds	$	355,951.16
General subtotal	$	415,392.64
Community Development Fund		
First National Bank	$	337,159.15
Strategic Reserves		
Illinois Funds	$	353,429.37
First National	$	2,500.00
General subtotal	$	355,929.37
Operations and Maintenance		
First National Bank	$	201,022.96
First National Holding	$	250,000.00
Illinois National Bank	$	1,000.00
Illinois Funds	$	2,547,766.25
General subtotal	$	2,999,789.21
Village Events (4th of July)		
First National Bank	$	14,591.69
Cash subtotals	$	6,362,824.28
Grand Total	**$**	**6,362,824.28**

VILLAGE OF WINNEBAGO

CASH FLOW REPORT

September 2025

Fund #	Fund Name	Total Beginning Fund Balance	MTD Cash Revenue	MTD Cash Expenses	Total Sep 30	Monthly Net Change Due to Accrual Dates	Ending Balance	Board Approved/ Obligated	Available Funds
01	General	$2,139,685.16	310,717.34	(198,390.40)	2,252,012.10	(11,090.42)	2,240,921.68		2,240,921.68
15	MFT	$402,886.48	13,805.00		416,691.48	(1,298.84)	415,392.64		416,691.48
17	Community Development	$347,335.63	10,055.24	(21,792.28)	335,598.59	1,561.42	337,160.01		337,160.01
24	Strategic Reserves	$354,665.01	1,264.36	-	355,929.37	-	355,929.37		355,929.37
51	RRWRD Escrow	$250,000.00	-	-	250,000.00	-	250,000.00		250,000.00
51	Operations & Maint	$2,721,664.42	156,940.27	(139,882.60)	2,738,722.09	10,813.20	2,749,535.29	-	2,749,535.29
90	Village Events (4th of July)	$2,574.69	12,018.00	-	14,592.69		14,592.69		14,592.69
		$6,218,811.39	**504,800.21**	**(360,065.28)**	**6,363,546.32**	**(14.64)**	**6,363,531.68**	**-**	**6,364,830.52**

CARDMEMBER SERVICES COMMUNITY CARD Monthly Activity

Acct: **7296 Aug Purchases **08/02/25 to 09/02/25**

PAYMENT DUE ON: 9/28/2025 **BALANCE DUE: $ 2,643.55**

Date	Invoice	Account	Description	Total Invoice	RECEIPT & Signature
Kellie Symonds		OFFICE EXPENSE			
08/05/25	IN* POLICE AND SHERIFF	51-44-660	ID CARD: RODRIQUEZ	$ 20.00	X
08/05/25	PEPPER CREEK FLORIST	01-41-658	BEREVEMENT FLOWERS	$ 112.00	X
08/06/25	Adobe Inc	01-41-593	MONTHLY SUBSCRIPTION	$ 95.96	X
08/11/25	AMAZON MKTPL	01-41-659	USB TYPE C TO HDMI ADAPTER	$ 6.99	X
08/11/25	AMAZON MKTPL	01-41-659	LABEL MAKER, FELT TIP PENS	$ 67.96	X
08/11/25	AMAZON MKTPL	01-43-514	TV WALL MOUNT	$ 19.99	X
08/11/25	AMAZON MKTPL	51-44-659	3 RING BINDERS	$ 24.18	X
08/12/25	GoToMeeting	01-41-593	MONTHLY SUBSCRIPTION	$ 74.28	X
08/15/25	USPS	17-47-658	FIRST CLASS MAIL	$ 44.24	X
08/17/25	MICROSOFT	01-41-593	EXCHANGE ONLINE	$ 44.00	X
08/17/25	MICROSOFT	01-41-593	AZURE	$ 20.00	X
08/17/25	MICROSOFT	01-41-593	OFFICE 365E	$ 75.04	X
08/17/25	MICROSOFT	01-41-593	ONLINE SERVICES	$ 6.00	X
08/17/25	MICROSOFT	01-41-593	MICROSOFT 365 APPS BUSINESS STANDARD	$ 326.25	X
08/17/25	MICROSOFT	01-41-593	MICROSOFT 365 APPS FOR BUSINESS	$ 26.92	X
08/19/25	THE BLAKE CO	17-47-658	FLAGS	$ 180.50	X
08/28/25	USPS	01-41-551	GROCERY TAX SENT TO STATE OF ILLINOIS	$ 12.42	X
08/28/25	CCSI EFAX	01-41-593	ANNUAL SUBSCRIPTION FEE	$ 224.99	X
08/29/25	AMAZON MKTPL	51-44-659	ENVELOPES, DIAL-A-PHRASE	$ 43.46	X
08/29/25	AMAZON MKTPL	01-41-659	STAMP PAD REFILL, VACANT/OCCUPIED SIGN, PRINTER	$ 24.27	X
			Total	**$ 1,449.45**	
Jeff White					
08/01/25	SP CONDOR RETAIL DEPT	01-43-470	VECTOR BELT	$ 65.17	X
08/05/25	SAMSCLUB.COM	01-43-658	NATIONAL NIGHT OUT	$ 411.84	X
08/12/25	THE HOME DEPOT	01-43-516	115V SMART WINDOW AIR	$ 279.00	X
08/13/25	BLAUER MANUFACTURING	01-43-470	BELT SUSPENDERS, INNER BELT	$ 92.97	X
			Total	**$ 848.98**	
Chad Insko					
08/14/25	RED WING SHOESTORE #276	51-44-470	INSKO: BOOTS	$ 227.33	X
			Total	**$ 227.33**	
Joseph Dienberg					
08/08/25	T-MOBILE STORE #436G	01-41-659	IP UAG TRSL ASH MS	$ 42.79	X
08/20/25	ICMA ONLINE	01-41-561	ICMA MEMBERSHIP: OKUBO	$ 25.00	X
08/21/25	ILLINOIS CITY COUNTY M	01-41-561	ILCMA MEMBERSHIP	$ 30.00	X
08/26/25	OPENAI CHATGPT SUBSCRIPT	01-41-593	MONTHLY SUBSCRIPTION	$ 20.00	X
			Total	**$ 117.79**	

STATEMENT BALANCE $ 2,643.55

BANK RECONCILIATION

September 2025

	Fund 99	Fund 01	Fund 01	Fund 15	Fund 17	Fund 24	incl acct 1165 Fund 51	Fund 90
	Disbursing	**General**	**Police**	**MFT**	**Comm Dev**	**Stategic Reserve**	**O & M**	**4th of July**
Bank Balances:								
First National Bank	17,075.96	276,071.48		59,441.48	337,159.15	2,500.00	201,022.96	14,592.69
Illinois Funds		1,902,320.62	59,956.67	355,951.16		353,429.37	2,547,766.25	
EPAY (INB)		871.02	742.43				1,000.00	
O & M Holding Account -							250,000.00	
Subtotals	17,075.96	2,179,263.12	60,699.10	415,392.64	337,159.15	355,929.37	2,999,789.21	14,592.69
Bank Adjustments:								
Disbursing Interest - Sept Interest	(390.83)	390.83						
IMRF Outstanding	**(6,409.25)**							
IMRF Outstanding	**(7,030.85)**							
IMRF Outstanding Sept Fractions	**(0.13)**							
Cannabis Deposit in Transit		(369.56)	369.56					
Deposit 9/22/25 Should be 6584.86 check misread					0.86			
Deposit 09/30/25 Rock 39 in Transit		**582.09**					(582.09)	
Outstanding Checks June Ck #26597 Eduaro Ridriguez	(68.49)							
Outstanding Checks Aug	**(94.99)**							
Outstanding Checks Sep	**(3,081.42)**							
Mars Payments - Deposits in Transit								
Web Payments - Deposits in Transit							108.02	
Web Payments - Deposits in Transit							220.19	
	-	2,179,866.48	61,068.66	415,392.64	337,160.01	355,929.37	2,999,535.33	14,592.69
General Ledger Beginning Balance	-	2,179,866.48	61,068.66	415,392.64	337,160.01	355,929.37	2,999,535.33	14,592.69
G/L Adjustments:								
G/L Final Adjusted Balance	-	2,179,866.48	**61,068.66**	**415,392.64**	**337,160.01**	**355,929.37**	**2,999,535.33**	**14,**
[illegible]pencies	-	-	-	-	-	-	-	

BUDGET DETAILS

Revenue & Expenditures Report as of September 30, 2025

VILLAGE OF WINNEBAGO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

75.00% OF FISCAL YEAR

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FUND- 01 -GENERAL FUND						
REVENUES						
01-300	CORPORATE TAX W/C	232,986.00	85,554.10	225,052.34	96.59	7,933.66
01-303	AUDIT TAX W/C	300.00	129.11	339.58	113.19	(39.58)
01-304	POLICE TAX W/C	298,654.00	109,680.43	288,478.67	96.59	10,175.33
01-305	IMRF W/C TAX	300.00	129.11	339.58	113.19	(39.58)
01-306	REVENUE RECAPTURE	1,587.00	594.15	1,562.18	98.44	24.82
01-308	TORT JUDGEMENT-LIAB INS W/C	300.00	129.11	339.58	113.19	(39.58)
01-309	ROAD BRIDGE TRANSFER IN W/C	13,500.00	5,110.62	13,875.29	102.78	(375.29)
01-315	COM ED UTILITY TAX	105,575.00	11,381.08	74,720.65	70.77	30,854.35
01-328	HEAVY LOAD PERMITS	470.00	375.00	790.00	168.09	(320.00)
01-341	INCOME TAX/LGDF	499,000.00	26,179.17	411,684.35	82.50	87,315.65
01-342	PPRT - REPLACEMENT TAX	32,000.00	0.00	21,433.38	66.98	10,566.62
01-343	IGA WHS RESOURCE OFFICER	97,000.00	0.00	73,326.99	75.59	23,673.01
01-344	POLICE GRANTS	15,686.00	0.00	16,639.50	106.08	(953.50)
01-345	SALES & RELATED TAX /MT	570,000.00	56,204.83	487,930.82	85.60	82,069.18
01-346	CANNABIS	4,800.00	369.56	3,461.70	72.12	1,338.30
01-347	POLICE TRAINING/CONF REIMBURS	0.00	0.00	0.00	0.00	0.00
01-348	POLICE SALARY REIMBRSMNT ILEAS	0.00	0.00	0.00	0.00	0.00
01-349	LOCAL USE TAX	110,000.00	2,650.62	39,332.36	35.76	70,667.64
01-350	POLICE ADMIN. TOWING FINES	6,500.00	0.00	1,500.00	23.08	5,000.00
01-351	POLICE FINES	9,300.00	1,009.50	7,674.08	82.52	1,625.92
01-353	DUI FINES/SPEC VEHICLE	2,200.00	16.00	116.00	5.27	2,084.00
01-370	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
01-371	GRANTS	0.00	0.00	0.00	0.00	0.00
01-375	ROCK 39 ADMIN	6,800.00	582.09	5,202.71	76.51	1,597.29
01-381	INTEREST	86,000.00	7,970.59	69,100.29	80.35	16,899.71
01-382	VERIZON WATER TOWER RENT	4,950.00	412.50	3,712.50	75.00	1,237.50
01-385	VEHICLE/EQUIPMENT SALES	0.00	0.00	0.00	0.00	0.00
01-388	MISC INCOME	100.00	5.00	544.68	544.68	(444.68)
01-389	EXCISE TAX	27,000.00	2,234.77	19,039.28	70.52	7,960.72
01-399	TRANSFER IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		2,125,008.00	310,717.34	1,766,196.51	83.11	358,811.49
EXPENDITURES						
GENERAL ADMINISTRATIVE						
01-41-421	OFFICE SALARIES	36,500.00	0.00	22,717.55	62.24	13,782.45
01-41-426	DEPUTY CLERK	41,000.00	3,259.00	30,408.80	74.17	10,591.20
01-41-427	TREASURER	54,600.00	4,200.00	39,800.00	72.89	14,800.00

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-41-429 VILLAGE ADMINISTRATOR	31,563.00	2,365.84	24,113.64	76.40	7,449.36
01-41-431 ELECTED OFFICIALS	33,600.00	2,800.00	22,233.32	66.17	11,366.68
01-41-451 HEALTH INSURANCE	9,391.85	783.39	7,027.77	74.83	2,364.08
01-41-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
01-41-453 IDES/UNEMPLOYMENT INSURANCE	400.00	0.00	285.24	71.31	114.76
01-41-461 ADM SOCIAL SECURITY	12,500.00	930.07	8,782.29	70.26	3,717.71
01-41-463 ADM MEDICARE	3,000.00	217.54	2,054.13	68.47	945.87
01-41-465 IMRF BENEFITS	14,000.00	822.53	9,796.56	69.98	4,203.44
01-41-512 OFFICE & COMPUTER EQUIPMENT	7,500.00	0.00	586.92	7.83	6,913.08
01-41-521 GEOGRAPHIC INFO SYSTEM	900.00	0.00	596.03	66.23	303.97
01-41-529 IT SERVICES	14,100.00	419.00	4,245.25	30.11	9,854.75
01-41-530 PROFESSIONAL SERVICES	14,000.00	7,057.67	10,532.67	75.23	3,467.33
01-41-531 AUDIT	28,700.00	0.00	27,300.00	95.12	1,400.00
01-41-532 ENGINEERING	6,200.00	0.00	2,504.75	40.40	3,695.25
01-41-533 LEGAL	27,500.00	1,233.65	2,605.99	9.48	24,894.01
01-41-551 POSTAGE	875.00	12.42	805.47	92.05	69.53
01-41-552 TELEPHONE & INTERNET	4,100.00	373.91	3,232.86	78.85	867.14
01-41-554 PUBLISHING/ADVERTISMENTS	1,100.00	0.00	429.88	39.08	670.12
01-41-560 EMPLOYEE WELFARE	750.00	0.00	330.96	44.13	419.04
01-41-561 PROFESSIONAL ASSOC/MEMBERSHIP	2,285.00	55.00	1,344.55	58.84	940.45
01-41-562 TRAVEL EXPENSES	1,000.00	49.78	640.89	64.09	359.11
01-41-563 TRAINING/TUITION	2,610.00	0.00	769.40	29.48	1,840.60
01-41-564 CONFERENCES	9,460.00	0.00	1,999.44	21.14	7,460.56
01-41-565 VILLAGE WEBSITE	8,400.00	0.00	8,365.78	99.59	34.22
01-41-566 CODIFICATION OF ORDINANCES	25,000.00	0.00	3,168.55	12.67	21,831.45
01-41-593 EQUIP/SOFTWARE MAINT/LEASE	29,000.00	1,199.48	16,469.17	56.79	12,530.83
01-41-594 RISK MANAGMENT DUES/FEES	9,900.00	0.00	0.00	0.00	9,900.00
01-41-595 IML RISK MNG CLAIMS HAIL 2020	0.00	0.00	0.00	0.00	0.00
01-41-653 BUILDING WATER USAGE	400.00	10.26	229.12	57.28	170.88
01-41-658 MISC. EXPENSES	300.00	112.00	211.66	70.55	88.34
01-41-659 OFFICE EXPENSE	8,000.00	513.46	3,420.00	42.75	4,580.00
01-41-660 PRINTING	1,000.00	0.00	994.36	99.44	5.64
01-41-661 OFFICE MAINTENANCE	6,000.00	81.54	1,945.99	32.43	4,054.01
01-41-702 PROPERTY TAX REFUNDS	950.00	0.00	267.95	28.21	682.05
01-41-831 LARGE EQUIP. PURCHASE-FIXED AS	0.00	0.00	0.00	0.00	0.00
01-41-832 CONTINGENCY	11,050.51	0.00	0.00	0.00	11,050.51
01-41-833 EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
01-41-950 BANK FEES/CHARGES	300.00	9.88	123.33	41.11	176.67
01-41-959 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
TOTAL GENERAL ADMINISTRATIVE	459,935.36	26,506.42	260,340.27	56.60	199,595.09
STREET DEPARTMENT					
01-42-422 PUBLIC WORKS ASSISTANT	0.00	0.00	0.00	0.00	0.00
01-42-423 PART-TIME WAGES	3,500.00	322.59	2,125.98	60.74	1,374.02
01-42-424 SUPERVISOR STREETS/FLEETS	69,498.91	7,431.05	52,745.44	75.89	16,753.47
01-42-428 PUBLIC WORKS WAGES	104,500.00	8,042.23	68,256.88	65.32	36,243.12
01-42-451 HEALTH INSURANCE	20,836.92	1,724.76	15,527.70	74.52	5,309.22
01-42-452 HEALTH INS. DEDUCTIBLE REIMBUR	3,000.00	0.00	0.00	0.00	3,000.00
01-42-453 IDES/UNEMPLOYMENT INSURANCE	375.00	31.39	293.34	78.22	81.66
01-42-461 ADM SOCIAL SECURITY	11,225.00	979.36	7,634.07	68.01	3,590.93

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-42-463 ADM MEDICARE	2,700.00	229.04	1,785.47	66.13	914.53
01-42-465 IMRF BENEFITS	14,750.00	1,295.11	10,127.96	68.66	4,622.04
01-42-470 UNIFORMS	1,500.00	0.00	290.00	19.33	1,210.00
01-42-511 MAINT. SERVICE-BUILDING	20,000.00	0.00	1,363.96	6.82	18,636.04
01-42-512 OFFICE & COMPUTER EQUIPMENT	2,250.00	0.00	0.00	0.00	2,250.00
01-42-513 MAINT. SERVICE-VEHICLES	15,000.00	795.42	5,316.69	35.44	9,683.31
01-42-514 MAINT. SERVICE-STREET	100,500.00	240.00	24,696.03	24.57	75,803.97
01-42-515 MAINT. SERVICE-SIDEWALKS	50,000.00	8,257.50	46,843.43	93.69	3,156.57
01-42-518 MAINT. SERVICE -EQUIPMENT	20,000.00	1,704.32	11,805.30	59.03	8,194.70
01-42-520 STREET PROJECT	240,000.00	0.00	0.00	0.00	240,000.00
01-42-521 GEOGRAPHIC INF SYS	1,000.00	0.00	596.03	59.60	403.97
01-42-529 IT SERVICES	500.00	0.00	0.00	0.00	500.00
01-42-530 PROFESSIONAL SERVICES	1,000.00	0.00	454.05	45.41	545.95
01-42-532 ENGINEERING	24,000.00	0.00	18,872.25	78.63	5,127.75
01-42-535 TREE REMOVAL/TRIMMING	8,000.00	2,200.00	7,000.00	87.50	1,000.00
01-42-552 TELEPHONE & INTERNET	4,500.00	373.27	3,344.57	74.32	1,155.43
01-42-576 COM ED / STREET LIGHTS	42,000.00	3,754.67	34,271.53	81.60	7,728.47
01-42-593 EQUIP/SOFTWARE MAINT/LEASE	0.00	0.00	0.00	0.00	0.00
01-42-594 RISK MANAGMENT DUES FEES	13,200.00	0.00	0.00	0.00	13,200.00
01-42-599 STORM WATER MAINTENANCE	9,500.00	0.00	1,862.50	19.61	7,637.50
01-42-651 OPERATING SUPPLIES/MISC. EXPEN	5,000.00	30.55	4,885.51	97.71	114.49
01-42-655 FUEL/GREASE/OIL	17,000.00	0.00	5,648.25	33.23	11,351.75
01-42-659 OFFICE EXPENSE	350.00	0.00	227.20	64.91	122.80
01-42-830 SMALL EQUIP. PURCHASE OR RENTA	5,000.00	0.00	5,894.22	117.88	(894.22)
01-42-831 LARGE EQUIP. PURCHASE-FIXED AS	80,000.00	68,363.45	74,682.95	93.35	5,317.05
01-42-832 EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
01-42-833 STREET SINKING FUND	0.00	0.00	0.00	0.00	0.00
01-42-959 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
TOTAL STREET DEPARTMENT	890,685.83	105,774.71	406,551.31	45.64	484,134.52
POLICE					
01-43-421 OFFICE SALARIES	0.00	0.00	0.00	0.00	0.00
01-43-422 POLICE CHIEF	109,000.00	8,382.40	79,433.18	72.87	29,566.82
01-43-423 PART-TIME OFFICERS	12,600.00	972.00	5,579.50	44.28	7,020.50
01-43-424 FULL-TIME OFFICERS	353,948.05	34,473.16	285,078.98	80.54	68,869.07
01-43-425 POLICE OVERTIME	18,000.00	215.25	8,983.36	49.91	9,016.64
01-43-427 SCHOOL RESOURCE OFFICER	81,158.00	0.00	39,852.04	49.10	41,305.96
01-43-451 HEALTH INSURANCE	117,315.76	10,662.41	88,831.71	75.72	28,484.05
01-43-452 HEALTH INS. DEDUCTIBLE REIMBUR	3,000.00	0.00	0.00	0.00	3,000.00
01-43-453 IDES/UNEMPLOYMENT INSURANCE	850.00	22.91	772.44	90.88	77.56
01-43-461 ADM SOCIAL SECURITY	35,600.00	2,730.64	25,973.45	72.96	9,626.55
01-43-463 ADM MEDICARE	8,200.00	638.61	6,074.34	74.08	2,125.66
01-43-465 IMRF BENEFITS	47,000.00	3,605.02	42,041.66	89.45	4,958.34
01-43-470 QUARTERMASTER/UNIFORMS	6,500.00	158.14	3,016.71	46.41	3,483.29
01-43-471 VESTS	1,000.00	0.00	925.00	92.50	75.00
01-43-512 OFFICE & COMPUTER EQUIPMENT	11,600.00	0.00	5,603.26	48.30	5,996.74
01-43-513 IGA-RECORDS MANAGEMENT SFTWRE	5,434.00	0.00	0.00	0.00	5,434.00
01-43-514 A/V COMMUNICATIONS	22,800.00	19.99	22,723.99	99.67	76.01
01-43-516 POLICE GARAGE MAINTENANCE	2,000.00	279.00	624.14	31.21	1,375.86
01-43-520 SQUAD CAR MAINTENANCE (ALL)	10,000.00	148.32	6,488.64	64.89	3,511.36

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
01-43-521 GEOGRAPHIC INFO SYSTEM	400.00	0.00	298.02	74.51	101.98
01-43-523 SQD 120 MAINTENANCE	0.00	0.00	0.00	0.00	0.00
01-43-525 SQD 117 MAINTENANCE	0.00	0.00	0.00	0.00	0.00
01-43-529 IT SERVICES	750.00	0.00	1,215.00	162.00	(465.00)
01-43-530 PROFESSIONAL SERVICES	1,700.00	120.00	861.50	50.68	838.50
01-43-531 911 DISPATCH SERVICES	20,250.00	0.00	14,999.79	74.07	5,250.21
01-43-533 LEGAL	12,000.00	845.40	2,256.75	18.81	9,743.25
01-43-534 LEXIPOL	5,200.00	0.00	0.00	0.00	5,200.00
01-43-540 NEW HIRE PHYSICAL/PSYCH EXAMS	1,300.00	0.00	0.00	0.00	1,300.00
01-43-551 POSTAGE	250.00	0.00	29.04	11.62	220.96
01-43-552 TELEPHONE & INTERNET	3,625.00	329.99	2,979.79	82.20	645.21
01-43-553 CELL PHONES	4,200.00	249.72	2,757.17	65.65	1,442.83
01-43-561 PROFESSIONAL ASSOC/MEMBERSHIP	550.00	0.00	110.00	20.00	440.00
01-43-562 TRAVEL EXPENSES	350.00	0.00	0.00	0.00	350.00
01-43-563 TRAINING/TUITION	8,000.00	0.00	1,741.31	21.77	6,258.69
01-43-593 EQUIP/SOFTWARE MAINT/LEASE	7,100.00	47.48	3,821.51	53.82	3,278.49
01-43-594 RISK MANAGEMENT DUES/FEES	31,000.00	0.00	0.00	0.00	31,000.00
01-43-653 POLICE GARAGE WATER USAGE	400.00	9.33	107.80	26.95	292.20
01-43-655 FUEL/GREASE/OIL	18,000.00	1,777.76	13,907.61	77.26	4,092.39
01-43-658 MISC. EXPENSES	2,000.00	411.84	554.96	27.75	1,445.04
01-43-659 OFFICE EXPENSE	300.00	0.00	(86.30)	28.77-	386.30
01-43-660 PRINTING	300.00	0.00	32.60	10.87	267.40
01-43-830 SMALL EQUIP. PURCH OR RENTAL	30,586.00	0.00	16,708.23	54.63	13,877.77
01-43-831 LARGE EQUIP. PURCH-FIXED ASSET	65,000.00	0.00	47,862.72	73.63	17,137.28
01-43-832 EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
01-43-950 BANK FEES/CHARGES	120.00	9.90	89.33	74.44	30.67
01-43-953 GRANTS	0.00	0.00	0.00	0.00	0.00
01-43-959 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	1,059,386.81	66,109.27	732,249.23	69.12	327,137.58
TOTAL EXPENDITURES	2,410,008.00	198,390.40	1,399,140.81	58.06	1,010,867.19
REVENUES OVER/(UNDER) EXPENDITURES	(285,000.00)	112,326.94	367,055.70		(652,055.70)

FUND- 15 -MFT FUND

REVENUES

15-343 MOTOR FUEL TAX	66,238.20	6,046.87	47,993.61	72.46	18,244.59
15-346 TRANSPORTATION RENEWAL FUND	61,945.80	6,311.19	50,947.66	82.25	10,998.14
15-350 REBUILD IL BOND FUND GRANT	0.00	0.00	0.00	0.00	0.00
15-381 INTEREST	16,000.00	1,446.94	12,198.14	76.24	3,801.86
15-399 TRANSFER IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	144,184.00	13,805.00	111,139.41	77.08	33,044.59

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
MFT					
15-46-501 MISC EXPENSE	0.00	0.00	0.00	0.00	0.00
15-46-502 ENGINEERING - MFT	66,605.78	0.00	14,575.44	21.88	52,030.34
15-46-576 COM ED **	0.00	0.00	0.00	0.00	0.00
15-46-850 MFT ROAD PROJECT	383,394.22	0.00	0.00	0.00	383,394.22
15-46-950 BANK FEES/CHARGES	0.00	0.00	0.00	0.00	0.00
TOTAL MFT	450,000.00	0.00	14,575.44	3.24	435,424.56
TOTAL EXPENDITURES	450,000.00	0.00	14,575.44	3.24	435,424.56
REVENUES OVER/(UNDER) EXPENDITURES	(305,816.00)	13,805.00	96,563.97		(402,379.97)
FUND- 17 -COMMUNITY DEV FUND					
REVENUES					
17-307 DEVELOPMENT ESCROW	40,000.00	0.00	5,000.00	12.50	35,000.00
17-329 PERMITS/INSPECTION FEES	20,000.00	1,175.00	20,022.92	100.11	(22.92)
17-330 CODE ENFORCEMENT FINES	0.00	0.00	0.00	0.00	0.00
17-371 GRANTS	0.00	0.00	0.00	0.00	0.00
17-381 INTEREST	13,000.00	1,023.43	9,304.37	71.57	3,695.63
17-382 VERIZON WATER TOWER RENT	9,900.00	825.00	7,425.00	75.00	2,475.00
17-385 LIGHTED DIAMOND FEES	0.00	0.00	0.00	0.00	0.00
17-386 UTV REGISTRATION FEES	0.00	0.00	0.00	0.00	0.00
17-387 FRANCHISE FEES	16,000.00	0.00	10,143.69	63.40	5,856.31
17-388 MISC INCOME	1,800.00	0.00	6,378.00	354.33	(4,578.00)
17-389 EXCISE TAX	4,800.00	446.95	3,807.84	79.33	992.16
17-390 LIQUOR LICENSE FEES	14,250.00	0.00	14,250.00	100.00	0.00
17-391 GAMING LICENSE FEE	20.00	0.00	8,530.00	2,650.00	(8,510.00)
17-392 VIDEO GAMING	90,000.00	6,584.86	66,365.60	73.74	23,634.40
17-399 TRANSFER IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	209,770.00	10,055.24	151,227.42	72.09	58,542.58
EXPENDITURES					

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
COMMUNITY DEVELOPMENT					
17-47-421 OFFICE SALARIES	16,329.62	1,775.41	8,494.54	52.02	7,835.08
17-47-422 CODE ENFORCEMENT OFFICER	12,480.00	960.00	7,680.00	61.54	4,800.00
17-47-423 BUILDING INSPECTOR	13,000.00	1,000.00	8,000.00	61.54	5,000.00
17-47-424 ELECTRICAL INSPECTOR	4,500.00	375.00	3,375.00	75.00	1,125.00
17-47-429 VILLAGE ADMINISTRATOR	31,500.00	2,365.16	24,106.67	76.53	7,393.33
17-47-450 CODE ENFORCEMENT FINE COSTS	1,500.00	0.00	0.00	0.00	1,500.00
17-47-451 HEALTH INSURANCE	300.00	17.49	152.03	50.68	147.97
17-47-452 HEALTH INS. DEDUCTIBLE REIMBUR	2,000.00	0.00	0.00	0.00	2,000.00
17-47-453 IDES/UNEMPLOYMENT INSURANCE	200.00	46.00	107.12	53.56	92.88
17-47-461 ADM SOCIAL SECURITY	3,300.00	279.97	2,132.43	64.62	1,167.57
17-47-463 ADM MEDICARE	775.00	65.49	498.79	64.36	276.21
17-47-465 IMRF BENEFITS	3,300.00	226.03	2,203.81	66.78	1,096.19
17-47-512 OFFICE & COMPUTER EQUIPMENT	500.00	0.00	779.60	155.92	(279.60)
17-47-529 IT SERVICES	350.00	0.00	190.00	54.29	160.00
17-47-530 PROFESSIONAL SERVICES	7,000.00	268.38	5,684.50	81.21	1,315.50
17-47-532 ENGINEERING	11,089.75	0.00	9,835.50	88.69	1,254.25
17-47-533 LEGAL	13,000.00	1,307.50	5,101.00	39.24	7,899.00
17-47-561 PROFESSIONAL ASSOC/MEMBERSHIPS	4,000.00	0.00	2,270.00	56.75	1,730.00
17-47-576 COM ED **	900.00	82.46	701.40	77.93	198.60
17-47-593 EQUIP/SOFTWARE MAINT/LEASE	3,800.00	0.00	1,605.47	42.25	2,194.53
17-47-658 MISC. EXPENSES	2,200.00	224.74	381.31	17.33	1,818.69
17-47-659 OFFICE SUPPLIES	300.00	0.00	0.00	0.00	300.00
17-47-660 PRINTING	3,800.00	0.00	1,836.03	48.32	1,963.97
17-47-701 COMMUNITY DEVELOPMENT	2,400.00	0.00	0.00	0.00	2,400.00
17-47-800 MAINTENANCE SERVICE PARKS	3,425.00	400.00	3,320.14	96.94	104.86
17-47-832 PARK EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
17-47-900 PRESIDENTIAL CONTINGENCY	1,200.00	0.00	0.00	0.00	1,200.00
17-47-911 COMMUNITY EXPENSES	5,000.00	137.50	2,349.73	46.99	2,650.27
17-47-912 COMMUNITY PROJECTS	4,000.00	0.00	388.92	9.72	3,611.08
17-47-950 BANK FEES/CHARGES	3,100.00	261.15	2,215.35	71.46	884.65
17-47-953 GRANTS	0.00	0.00	0.00	0.00	0.00
17-47-959 TRANSFER OUT	14,300.00	12,000.00	12,000.00	83.92	2,300.00
17-47-998 DEVELOPMENT ESCROW REFUND	37,910.25	0.00	0.00	0.00	37,910.25
TOTAL COMMUNITY DEVELOPMENT	207,459.62	21,792.28	105,409.34	50.81	102,050.28
TOTAL EXPENDITURES	207,459.62	21,792.28	105,409.34	50.81	102,050.28
REVENUES OVER/(UNDER) EXPENDITURES	2,310.38	(11,737.04)	45,818.08		(43,507.70)

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FUND- 19 -MFT WINNEBAGO RD PROJ					
EXPENDITURES					
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00
FUND- 24 -STRATEGIC RESERVE CAPITAL					
REVENUES					
24-381 INTEREST	17,750.00	1,264.36	11,766.25	66.29	5,983.75
24-399 TRANSFER IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	17,750.00	1,264.36	11,766.25	66.29	5,983.75
EXPENDITURES					
STRATEGIC RESERVES					
24-45-530 PROFESSIONAL FEES	30,000.00	0.00	19,500.00	65.00	10,500.00
24-45-950 BANK FEES/CHARGES	0.00	0.00	0.00	0.00	0.00
24-45-959 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
TOTAL STRATEGIC RESERVES	30,000.00	0.00	19,500.00	65.00	10,500.00
TOTAL EXPENDITURES	30,000.00	0.00	19,500.00	65.00	10,500.00
REVENUES OVER/(UNDER) EXPENDITURES	(12,250.00)	1,264.36	(7,733.75)		(4,516.25)

75.00% OF FISCAL YEAR

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
FUND- 41 -SWEEP (FORMER GO BOND)						
REVENUES						
41-305	GO BOND TAX W/C	0.00	0.00	0.00	0.00	0.00
41-381	INTEREST	0.00	0.00	0.00	0.00	0.00
41-385	AMERICAN RESCUE PLAN	0.00	0.00	0.00	0.00	0.00
41-388	MISC INCOME	0.00	0.00	0.00	0.00	0.00
41-399	TRANSFER IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
EXPENDITURES						
BOND - O & M						
41-44-959	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
TOTAL BOND - O & M		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES		0.00	0.00	0.00		0.00
FUND- 51 -OPERATION & MAINTENANCE						
REVENUES						
51-344	GRANTS	0.00	0.00	0.00	0.00	0.00
51-345	SALES TAX (1%)	425,000.00	39,687.61	356,026.64	83.77	68,973.36
51-361	WATER SALES	323,000.00	26,561.39	255,134.04	78.99	67,865.96
51-362	CAPITAL CHARGES	475,000.00	38,457.13	370,598.76	78.02	104,401.24
51-363	GARBAGE CHARGES	235,069.20	19,282.83	177,882.97	75.67	57,186.23
51-364	PRE-PAID WATER/SEWER	700.00	297.36	887.90	126.84	(187.90)
51-365	WATER FIXED ADMIN CHARGES	195,208.00	15,951.99	147,554.39	75.59	47,653.61
51-367	WATER HOOK-UP FEE	0.00	0.00	0.00	0.00	0.00
51-368	SEWER HOOK-UP FEE	0.00	0.00	0.00	0.00	0.00
51-373	ROCK 39 EQUIPMENT	5,000.00	0.00	2,020.37	40.41	2,979.63
51-374	ROCK 39 SALARY REIMBURSEMENT	64,300.56	5,529.85	49,425.71	76.87	14,874.85
51-375	ROCK 39 FUEL/MILEAGE REIMB.	13,536.96	1,164.18	10,405.42	76.87	3,131.54
51-376	RECAPTURE FEES	18,000.00	0.00	0.00	0.00	18,000.00

75.00% OF FISCAL YEAR

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
51-381	INTEREST	90,000.00	9,595.43	85,743.35	95.27	4,256.65
51-382	VERIZON WATER TOWER RENT	4,950.00	412.50	3,712.50	75.00	1,237.50
51-385	VEHICLE/EQUIPMENT SALES	0.00	0.00	12,500.00	0.00	(12,500.00)
51-388	MISC INCOME	0.00	0.00	600.00	0.00	(600.00)
51-390	LOSS ON DISPOSAL OF ASSETS	0.00	0.00	0.00	0.00	0.00
51-393	METER SALES	0.00	0.00	0.00	0.00	0.00
51-395	UTIL INCOME/SHUT OFF NOTICE	1,500.00	0.00	2,511.53	167.44	(1,011.53)
51-399	TRANSFER IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,851,264.72	156,940.27	1,475,003.58	79.68	376,261.14
EXPENDITURES						
O & M						
51-44-421	OFFICE SALARIES	96,000.00	4,883.57	52,491.74	54.68	43,508.26
51-44-422	ROCK 39 SALARY	0.00	0.00	0.00	0.00	0.00
51-44-423	PART-TIME WAGES	7,200.00	752.71	4,960.58	68.90	2,239.42
51-44-425	METER READER/LAB ASSISTANT	0.00	0.00	0.00	0.00	0.00
51-44-426	DIRECTOR PUBLIC WORKS	81,727.61	6,286.80	59,574.88	72.89	22,152.73
51-44-428	PUBLIC WORKS WAGES	101,000.00	8,423.67	65,980.38	65.33	35,019.62
51-44-429	VILLAGE ADMINISTRATOR	31,468.50	2,365.16	24,106.67	76.61	7,361.83
51-44-451	HEALTH INSURANCE	13,852.48	1,117.63	10,137.27	73.18	3,715.21
51-44-452	HEALTH INS. DEDUCTIBLE REIMBUR	3,000.00	0.00	0.00	0.00	3,000.00
51-44-453	IDES/UNEMPLOYMENT INSURANCE	700.00	68.13	519.13	74.16	180.87
51-44-461	ADM SOCIAL SECURITY	20,000.00	1,444.95	11,994.94	59.97	8,005.06
51-44-463	ADM MEDICARE	4,650.00	337.93	2,805.18	60.33	1,844.82
51-44-465	IMRF BENEFITS	26,000.00	1,837.99	15,728.26	60.49	10,271.74
51-44-466	PENSION EXPENSE-GASB 68	0.00	0.00	0.00	0.00	0.00
51-44-470	UNIFORMS	1,500.00	227.33	227.33	15.16	1,272.67
51-44-512	OFFICE & COMPUTER EQUIPMENT	5,000.00	0.00	2,384.42	47.69	2,615.58
51-44-519	MAINTENANCE SERVICE - EQUIPTME	35,000.00	6,004.84	10,339.96	29.54	24,660.04
51-44-521	GEOGRAPHIC INFO SYSTEMS	2,000.00	0.00	1,490.06	74.50	509.94
51-44-529	IT SERVICES	1,000.00	0.00	558.74	55.87	441.26
51-44-530	PROFESSIONAL SERVICES	750.00	0.00	261.50	34.87	488.50
51-44-531	SPECIAL AUDIT	0.00	0.00	0.00	0.00	0.00
51-44-532	ENGINEERING	128,000.00	0.00	17,490.00	13.66	110,510.00
51-44-533	CELLULAR METER MONTHLY FEES	14,500.00	1,178.00	11,497.25	79.29	3,002.75
51-44-534	LEGAL	2,000.00	161.00	264.60	13.23	1,735.40
51-44-540	PRE-EMPLOYMENT PHYSICAL	340.00	0.00	79.00	23.24	261.00
51-44-541	METER UPGRADE	10,000.00	1,814.55	5,767.74	57.68	4,232.26
51-44-542	WATER UPGRADE	750,000.00	0.00	96,986.65	12.93	653,013.35
51-44-543	ALARM SYS./TELEPHONE/INTERNET	7,500.00	687.87	6,186.24	82.48	1,313.76
51-44-544	IEPA LOAN -WATER TOWER	97,940.00	0.00	97,939.84	100.00	0.16
51-44-551	POSTAGE	11,000.00	1,500.00	9,749.18	88.63	1,250.82
51-44-552	CELL PHONES	2,400.00	121.86	1,452.87	60.54	947.13
51-44-554	PUBLISHING/ADVERTISMENTS	1,200.00	0.00	0.00	0.00	1,200.00

75.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
51-44-561 PROFESSIONAL ASSOC/MEMBERSHIPS	900.00	0.00	858.50	95.39	41.50
51-44-562 TRAVEL EXPENSES	300.00	0.00	0.00	0.00	300.00
51-44-563 TRAINING/TUITION	2,625.00	0.00	570.00	21.71	2,055.00
51-44-571 NI GAS / WELLS	2,400.00	0.00	1,738.95	72.46	661.05
51-44-573 GARBAGE	235,000.00	19,351.92	173,488.02	73.82	61,511.98
51-44-576 COM ED **	25,000.00	1,741.15	18,255.99	73.02	6,744.01
51-44-579 WATER ANALYSIS	4,250.00	245.00	4,034.70	94.93	215.30
51-44-580 EPA PERMIT FEES	2,000.00	0.00	0.00	0.00	2,000.00
51-44-593 EQUIP/SOFTWARE MAINT/LEASE	30,200.00	0.00	13,519.84	44.77	16,680.16
51-44-594 RISK MANAGEMENT DUES/FEES	19,132.00	0.00	0.00	0.00	19,132.00
51-44-651 OPERATING SUPPLIES/MISC. EXPEN	52,000.00	4,937.62	22,019.22	42.34	29,980.78
51-44-653 BUILDING WATER USAGE	1,250.00	42.39	628.84	50.31	621.16
51-44-654 WATER DEPOSIT REFUND EXPENSE	0.00	0.00	0.00	0.00	0.00
51-44-655 FUEL/GREASE/OIL	17,000.00	0.00	5,665.17	33.32	11,334.83
51-44-656 CHEMICALS	8,250.00	0.00	4,328.02	52.46	3,921.98
51-44-658 MISC EXPENSE	200.00	0.00	0.00	0.00	200.00
51-44-659 OFFICE EXPENSE	3,000.00	67.64	980.82	32.69	2,019.18
51-44-660 PRINTING	1,500.00	580.00	2,283.00	152.20	(783.00)
51-44-702 FOUR RIVERS SAN. AUTH. IGA	421,606.70	0.00	391,111.26	92.77	30,495.44
51-44-703 RECAPTURE FEES	18,000.00	0.00	0.00	0.00	18,000.00
51-44-829 ROCK 39 EQUIPMENT PURCHASES	5,000.00	0.00	2,020.37	40.41	2,979.63
51-44-830 SMALL EQUIP. PURCHASE OR RENTA	11,000.00	1,999.77	10,765.27	97.87	234.73
51-44-831 LARGE EQUIP. PURCHASE-FIXED AS	78,500.00	66,567.75	72,887.25	92.85	5,612.75
51-44-832 ASSETS CAPITALIZED	0.00	0.00	0.00	0.00	0.00
51-44-833 CONTINGENCY	1,647.43	0.00	0.00	0.00	1,647.43
51-44-834 EQUIPMENT SINKING FUND	0.00	0.00	0.00	0.00	0.00
51-44-950 BANK FEES/CHARGES	25,600.00	5,135.37	35,684.97	139.39	(10,084.97)
51-44-951 DEPRECIATION EXPENSE	260,000.00	0.00	0.00	0.00	260,000.00
51-44-953 GRANTS	0.00	0.00	0.00	0.00	0.00
51-44-959 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
51-44-999 SPECIAL ITEM EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL O & M	2,682,089.72	139,882.60	1,271,814.60	47.42	1,410,275.12
TOTAL EXPENDITURES	2,682,089.72	139,882.60	1,271,814.60	47.42	1,410,275.12
REVENUES OVER/(UNDER) EXPENDITURES	(830,825.00)	17,057.67	203,188.98		(1,034,013.98)

FUND- 90 -VILLAGE EVENTS

REVENUES

90-350 DONATIONS	2,500.00	0.00	6,627.33	265.09	(4,127.33)
90-351 FUNDRAISERS	0.00	0.00	0.00	0.00	0.00
90-352 MERCHANDISE SALES	0.00	0.00	0.00	0.00	0.00
90-353 FESTIVAL SALES	0.00	0.00	0.00	0.00	0.00
90-381 INTEREST	225.00	18.00	175.37	77.94	49.63

75.00% OF FISCAL YEAR

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
90-382	VENDOR FEES	0.00	0.00	0.00	0.00	0.00
90-386	UTV REGISTRATION FEES	1,350.00	0.00	1,150.00	85.19	200.00
90-387	SPONSOR ADS	0.00	0.00	0.00	0.00	0.00
90-388	MISC. INCOME	0.00	0.00	0.00	0.00	0.00
90-399	TRANSFER IN	15,000.00	12,000.00	12,000.00	80.00	3,000.00
TOTAL REVENUES		19,075.00	12,018.00	19,952.70	104.60	(877.70)
EXPENDITURES						
FOURTH OF JULY						
90-48-423	FESTIVAL LABOR	0.00	0.00	0.00	0.00	0.00
90-48-530	SECURITY	0.00	0.00	0.00	0.00	0.00
90-48-554	PUBLISHING/ADVERTISING	0.00	0.00	0.00	0.00	0.00
90-48-560	ENTERTAINMENT	0.00	0.00	0.00	0.00	0.00
90-48-572	MERCHANDISE	0.00	0.00	0.00	0.00	0.00
90-48-651	OPERATIONS/ MISC SUPPLIES	0.00	0.00	0.00	0.00	0.00
90-48-655	CONCESSIONS	0.00	0.00	0.00	0.00	0.00
90-48-658	MISC EXPENSES	150.00	0.00	0.00	0.00	150.00
90-48-915	VENDOR TICKET SALES	0.00	0.00	0.00	0.00	0.00
90-48-916	FIREWORKS	18,100.00	0.00	18,350.00	101.38	(250.00)
	TOTAL FOURTH OF JULY	18,250.00	0.00	18,350.00	100.55	(100.00)
TOTAL EXPENDITURES		18,250.00	0.00	18,350.00	100.55	(100.00)
REVENUES OVER/(UNDER) EXPENDITURES		825.00	12,018.00	1,602.70		(777.70)

SECTION 3:

CONSTRUCTION IN PROGRESS

Large Purchase Tracking
Grant Tracking
Village Debt
Village Revenue

Approved Expenses
Month Ending: 08-31-25

Approved Expenses
Tracking items or services that were approved in the fiscal year.

LINE-ITEM	DATE	Task #	BOARD DATE	Res No	Project	ITEM	VENDOR	APPROVED AMT	Mar	Apr	May	June	July	August	September	PAID TO DATE	BALANCE
15-46-502	06/19/25	25-1162a	06/19/25	2025-21R	Goodling Resurfacing		MFT	$ 165,727.03				$ 3,463.55	$ 3,463.55	$ 1,298.84		$ 8,225.94	$157,501.09
																$ -	
51-44-532		22-1342	01/08/24		PHASE 1 ARCHAEOLOGICAL SURVEY- IEPA PROJ		FEHR GRAHAM	$ 7,500.00	$ 327.50							$ 25,127.50	$ (17,627.50)
					Water Main Repl. & Well #5											$ -	
																$ -	
51-44-532		23-1378	10/09/23		Clayton Court Water Looping 23-1378	Engineering	FEHR GRAHAM	$ 48,500.00		$ 1,195.00						$ 47,050.00	$ 1,450.00
51-44-542		23-1378	01/08/24		Clayton Court Water Looping 23-1378	WaterMain Supplies	CORE & MAIN	$ 20,000.00								$ -	$ 20,000.00
		23-1378	02/07/24		Clayton Court Water Looping 23-1378	Engineering	FEHR GRAHAM	$ 1,000.00								$ -	$ 1,000.00
		23-1378	02/05/25		Clayton Court Water Looping 23-1378	Secure Easement	FEHR GRAHAM									$ -	$ -
			06/04/25	2025-17R	**Clayton Ct wtr Main Loop-InHouse**	Construction	In House	$ 80,000.00			$ 10,000.00	$ 37,401.35	$ 521.71	$ 6,429.22		$ 74,666.28	$ 5,333.72
																$ -	
01-41-532		25-125	01/15/25	2025-01R	2025 General Engineering Agreement	Engineering	Fehr Graham	$ 25,000.00	$ 450.00	$ 294.75	$ 648.75		$ 693.75			$ 2,504.75	$ 20,543.00
01-42-532											$ 786.00	$ 615.00				$ 1,952.25	
51-44-532		24-1255	07/08/24	2024-17R	Cunningham Water Main 24-1255	Engineerig	Fehr Grahm	$ 47,100.00								$ 33,910.00	$ 13,190.00
					04/02/20 Cunningham Original Project # 20-341											$ -	$ -
																$ -	
01-42-532		24-1570	09/09/24	2024-22R	Resh Farms Drainage Study	Engineering	Fehr Graham	$ 35,200.00	$ 3,990.00	$ 2,128.00						$ 29,168.00	$ 6,032.00
		24-1570	02/19/25	2025-03R	Westfield Box Culvert	Engineering	Fehr Graham	$ 47,339.52								$ -	$ 47,339.52
		24-1570	02/19/25	2025-03R	Westfield Box Culvert	Construction		$ 249,664.77								$ -	$249,664.77
																$ -	
01-42-515		**2025 Projects**	**04/03/25**	**2025-12R**	**Sidewalk Program Safe Step-Curbs**			$ 10,000.00								$ -	$ 10,000.00
		2025 Projects	**04/03/25**	**2025-12R**	**Sidewalk Program**			$ 40,000.00		$ 337.50	$ 23,600.37	$ 5,172.00	$ 456.58	$ 9,019.48	$ 8,257.50	$ 46,843.43	$ (6,843.43)
																$ -	
			Feb 19, 2025	2024-25R	IEPA SRLF Project - Swift/Winnebago/Cunningham/Soper			TBD								$ -	#VALUE!
																$ -	
																$ -	$ -
01-42-514			10/14/24	2024-27R	Bulk Salt Purchase	Road Salt	Compass	$ 41,573.93						3865.93		$ 10,283.15	$ 31,290.78
																$ -	$ -
			June 18, 2025	2025-20R	West Main Street Widening	Engineering	Fehr Graham	$ 21,550.00				$ 6,490.00	$ 4,335.00	$ 5,000.00		$ 15,825.00	$ 5,725.00
																$ -	
01-42-532		25-1394	8/14/2025	2025-24R	Safe Routes to School - Grant Application	Engineering	Fehr Graham	$ 7,300.00						$ 1,095.00	$ 2,555.50	$ 3,650.50	$ 3,649.50
																0	

Grant Applications/Progress Tracking

August

Grant Title	Status	Vendor	Total	Received	Notes
Safe Routes to School Grant Application Resolution 2025-24R Dated 08/13/25	In Progress	Fehr-Graham Grant Preparation	$ 7,300.00		**Deadline for Grant Submission 10/13/2025**

09/26/25 Fehr- Graham Invoice Received $2555.00

Village of Winnebago Debt Tracking

2025	IL EPA	Four Rivers Sanitation Authority			YTD
Pmts Due :	Jan/Jul	Jan/Jul	Feb/Aug	Jun/Dec	
Month	Water Tower	Fuller Creek Phase C	Fuller Creek Phase D&F	Future Costs	Total All Debt
Jan	$ 883,911.76	$ 3,339,149.40	$ 1,043,209.51	$ 870,107.56	$ 6,136,378.23
Feb	$ 883,911.76	$ 3,339,149.40	$ 1,011,474.66	$ 870,107.56	$ 6,104,643.38
Mar	$ 883,911.76	$ 3,339,149.40	$ 1,011,474.66	$ 870,107.56	$ 6,104,643.38
Apr	$ 883,911.76	$ 3,339,149.40	$ 1,011,474.66	$ 870,107.56	$ 6,104,643.38
May	$ 883,911.76	$ 3,339,149.40	$ 1,011,474.66	$ 870,107.56	$ 6,104,643.38
Jun	$ 883,911.76	$ 3,339,149.40	$ 1,011,474.66	$ 847,269.06	$ 6,081,804.88
Jul	$ 843,758.86	$ 3,228,974.14	$ 1,011,474.66	$ 847,269.06	$ 5,931,476.72
Aug	$ 843,758.86	$ 3,228,974.14	$ 979,460.55	$ 847,269.06	$ 5,899,462.61
Sep	$ 803,205.43	$ 3,228,974.14	$ 979,460.55	$ 847,269.06	$ 5,858,909.18
Oct					$ -
Nov					$ -
Dec					$ -

VILLAGE REVENUE

Please Note the Order of this report has changed since June 2025

PROPERTY TAX

01-300 Through 01-309

	2025	2024	2023	2022	2021	2020
Dec		0	6,002	216	39	1,554
Nov		5,823		2,130	8,432	3,895
Oct		7,803	7,886	7,155	4,483	6,878
Sept	201,327	204,860	182,135	176,432	152,573	142,006
Aug	27,226	23,012	28,878	25,134	38,013	52,505
July	5,171	3,723	8,878	6,945	15,588	45,178
Jun	206,311	238,482	202,307	230,268	206,348	175,634
May	88,940	36,617	61,703	22,662	37,575	24,654
Apr	0	0				
Mar	0	0				
Feb	0	0				
Jan	1,012	0				
Actual	529,987	520,319	497,789	470,942	463,051	452,303
Projected	706,650	NOTES: Per W/C - Property Tax pmt for Nov w/b rec in Dec				
Budgeted	547,627					
Bdgt vs Act.	96.78%					

COMED UTILITY TAX

01-315

	2025	2024	2023	2022	2021	2020
Dec		4,614	7,888	8,321	8,068	8,185
Nov		10,156	7,682	7,703	8,546	8,628
Oct		10,944	9,534	15,151	11,009	9,585
Sept	11,381	10,709	11,258	5,852	11,263	10,731
Aug	10,606	18,914	11,139	11,194	11,259	13,017
July	8,033	3,438	9,753	11,387	11,330	9,715
Jun	7,276	12,270	6,882	8,411	8,048	7,605
May	7,363	6,866	7,067	7,970	7,565	7,512
Apr	8,879	9,780	8,027	8,467	8,380	8,398
Mar	2,758	2,910	8,684	9,106	9,570	8,724
Feb	9,092	10,087	9,313	9,999	9,436	9,067
Jan	9,333	8,645	21,950	9,827	10,254	10,554
Actual	74,721	109,334	119,176	113,390	114,728	111,721
Projected	99,628	NOTES: Projected Calculated based on Monthly Average - Steady Year Over Year Decrease Attributed to Increased Solar Permits				
Budgeted	105,575					
Bdgt vs Act.	70.77%					

HEAVY LOAD PERMITS

01-328

	2025	2024	2023	2022	2021	2020
Dec		0			300	175
Nov		75				
Oct		0	125	300		75
Sept	375	75		225		435
Aug	0	175		175	125	225
July	0	0		280	200	185
Jun	25	0		235	75	470
May	170	0		75	375	590
Apr	170	195				75
Mar	0	25	50	150		
Feb	0		180			125
Jan	0		25	125	125	485
Actual	740	545	380	1,565	1,200	2,840
Projected	470	NOTES: Single trip or 120 day permits for heavy vehicles				
Budgeted	470					
Bdgt vs Act.	157.45%					

INCOME TAX/LGDF

01-341

	2025	2024	2023	2022	2021	2020
Dec		25,748	26,963	26,945	22,499	20,637
Nov		32,985	34,318	30,031	25,372	23,310
Oct		54,947	50,948	47,425	44,259	34,497
Sept	26,179	25,732	26,357	25,904	24,355	23,823
Aug	30,696	32,777	29,038	23,836	23,062	42,044
July	53,558	49,056	44,182	46,279	41,072	30,752
Jun	31,906	33,720	33,162	27,414	45,783	19,365
May	92,001	78,678	70,722	93,322	52,181	31,264
Apr	51,567	45,531	41,240	46,252	38,199	31,932
Mar	28,161	28,839	25,624	21,650	23,957	21,741
Feb	43,889	44,370	43,264	49,949	34,761	29,237
Jan	53,726	46,891	43,756	40,058	32,879	28,378
Actual	411,684	499,272	469,574	479,064	408,380	336,982
Projected	530,111	NOTES: Projected Amount Calculated based on IML Projections for CY25				
Budgeted	499,000					
Bdgt vs Act.	82.50%					

PPRT

01-342

	2025	2024	2023	2022	2021	2020
Dec		1,770	2,949	5,034	2,084	799
Nov						
Oct		5,658	9,502	15,372	10,042	3,089
Sept	0					
Aug	870	1,384	1,848	1,303	766	2,436
July	5,065	7,419	11,463	11,413	6,027	3,297
Jun	0					
May	7,026	8,292	14,179	15,851	8,271	3,173
Apr	1,837	3,430	8,739	11,839	6,418	4,964
Mar	1,936	3,845	5,501	10,015	1,374	719
Feb	0					
Jan	4,698	6,521	11,104	7,647	3,802	3,616
Actual	21,433	38,319	65,286	78,474	38,784	22,093
Projected	28,578	NOTES: Projected Amount Calculated based on IML Projections for CY25				
Budgeted	32,000					
Bdgt vs Act.	66.98%					

SALES TAX

01-345

	2025	2024	2023	2022	2021	2020
Dec		48,992	52,253	52,369	42,096	64,055
Nov		52,595	50,731	56,826	44,401	35,474
Oct		43,860	54,558	56,100	47,725	32,441
Sept	56,205	48,760	53,731	62,622	44,810	32,535
Aug	65,175	50,622	52,807	58,635	44,877	34,269
July	50,908	45,868	49,785	53,719	40,868	28,114
Jun	59,274	44,850	45,726	53,690	41,314	28,136
May	46,573	40,709	39,074	40,789	29,964	25,369
Apr	46,398	41,373	39,869	39,130	34,610	25,550
Mar	52,291	51,478	53,237	49,512	31,926	30,185
Feb	55,907	48,093	48,626	44,321	29,689	27,757
Jan	55,201	51,239	51,786	46,372	33,941	29,424
Actual	487,931	568,439	592,182	614,085	466,222	393,309
Projected	650,574	NOTES: Projected Calculated based on Monthly Average				
Budgeted	570,000					
Bdgt vs Act.	85.60%					

VILLAGE REVENUE

CANNABIS

01-346

	2025	2024	2023	2022	2021	2020
Dec		369	360	358	339	149
Nov		361	366	385	401	173
Oct		375	360	349	459	153
Sept	370	362	350	380	386	234
Aug	348	389	397	474	324	173
July	385	391	373	339	363	151
Jun	431	384	362	409	412	113
May	362	423	355	409	355	146
Apr	367	441	420	453	351	290
Mar	397	415	364	432	272	218
Feb	388	412	372	408	276	
Jan	414	371	373	415	343	
Actual	3,462	4,694	4,452	4,811	4,283	
Projected	4,616	NOTES: Projected Amount Calculated based on IML Projections for CY25				
Budgeted	4,800					
Bdgt vs Act	72.12%					

LOCAL USE TAX

01-349

	2025	2024	2023	2022	2021	2020
Dec		9,544	9,908	10,543	9,631	11,708
Nov		8,233	8,927	9,376	9,660	11,223
Oct		8,477	9,412	9,027	9,152	11,786
Sept	2,651	8,249	6,679	10,343	9,827	11,655
Aug	2,901	8,550	8,897	9,169	8,622	11,545
July	2,130	8,860	8,996	8,042	9,367	10,381
Jun	1,910	9,964	10,751	10,042	10,310	9,806
May	1,447	8,202	8,692	8,561	8,065	7,708
Apr	1,458	7,295	9,433	8,868	9,045	8,870
Mar	11,913	12,190	13,474	13,373	18,448	12,810
Feb	9,476	10,502	11,139	10,550	13,073	9,336
Jan	5,447	10,053	10,567	8,980	12,268	9,965
Actual	39,332	110,119	116,875	116,874	127,468	126,792
Projected	40,748	NOTES: Projected Amount Calculated based on IML Projections for CY25				
Budgeted	110,000					
Bdgt vs Act.	35.76%					

POLICE FINES - Winnebago Co

01-351 and 01-353

	2025	2024	2023	2022	2021	2020
Dec		931	164	926	1,817	200
Nov		814	1,568	1,065	1,738	305
Oct		907	2,966	649	885	1,313
Sept	1,026	907	1,363	458	1,111	1,503
Aug	747	756	1,507	649	449	650
July	899	1,061	2,535	846	1,412	2,610
Jun	859	1,190	1,743	261	412	1,578
May	351	2,150	572	1,553	128	2,966
Apr	1,447	1,109	106	1,246	1,505	2,429
Mar	1,050	982	836	460	169	1,677
Feb	637	518	334	365	253	2,358
Jan	774	245	1,696	469	1,324	1,141
Actual	7,790	11,569	15,390	8,946	11,202	18,729
Projected	10,387	NOTES: Projected Calculated based on Monthly Average				
Budgeted	9,300					
Bdgt vs Act.	83.76%					

EXCISE TAX (TELECOMMUNICATIONS)

01-389 and 17-389

	2025	2024	2023	2022	2021	2020
Dec		2,648	2,939	3,979	2,965	3,101
Nov		2,571	3,242	3,112	2,848	3,430
Oct		2,441	2,778	2,954	2,803	4,064
Sept	2,682	2,727	3,038	2,841	3,033	4,419
Aug	2,586	2,510	3,044	2,682	2,929	3,649
July	2,450	2,457	2,818	2,713	2,837	4,079
Jun	2,723	3,032	3,210	2,946	2,891	4,419
May	2,405	2,663	2,894	2,452	2,806	3,943
Apr	2,512	2,899	2,965	2,783	2,518	4,199
Mar	2,578	3,270	3,155	2,932	2,715	4,474
Feb	2,463	2,948	2,997	2,806	2,915	4,787
Jan	2,448	2,796	2,978	2,887	3,015	4,317
Actual	22,847	32,963	36,059	35,086	34,275	48,879
Projected	30,463		Police	Com Dev		
Budgeted	31,800		19039.267	3,808		
Bdgt vs Act.	71.85%					

MFT (MOTOR FUEL TAX)

15-343

	2025	2024	2023	2022	2021	2020
Dec		5,922	6,292	5,674	6,366	5,767
Nov		5,608	5,340	5,675	5,743	5,786
Oct		5,695	5,984	6,014	6,169	5,771
Sept	6,047	5,914	5,511	5,620	6,570	6,340
Aug	5,592	5,670	5,766	6,027	5,992	5,332
July	5,184	5,779	5,874	6,301	6,101	4,284
Jun	4,925	5,119	5,656	6,084	5,888	4,324
May	5,066	5,207	5,538	6,021	5,989	5,509
Apr	5,036	4,770	4,751	6,026	5,074	5,974
Mar	5,462	5,261	4,655	3,784	4,675	5,387
Feb	5,191	4,891	4,905	6,202	4,987	5,403
Jan	5,492	6,173	6,755	6,863	6,309	9,228
Actual	47,994	66,008	67,028	70,291	69,861	69,104
Projected	63,445	NOTES: Projected Amount Calculated based on IML Projections for CY25				
Budgeted	66,238					
Bdgt vs Act.	72.46%					

TRF (TRANSPORTATION RENEWAL FUND)

15-346

	2025	2024	2023	2022	2021	2020
Dec		5,953	5,901	4,358	4,517	4,140
Nov		5,679	5,045	4,305	4,133	4,019
Oct		5,765	5,589	4,492	4,552	4,167
Sept	6,311	5,955	5,411	4,540	4,619	4,359
Aug	5,686	5,488	4,726	4,554	4,327	3,837
July	5,756	5,505	5,154	4,505	4,308	3,208
Jun	5,762	5,155	4,962	4,354	4,245	2,958
May	5,561	5,367	4,907	4,384	4,226	3,689
Apr	5,044	4,838	4,393	4,297	3,706	3,905
Mar	5,700	5,194	4,765	3,498	3,799	4,155
Feb	5,579	4,910	4,294	4,346	3,987	4,243
Jan	5,548	5,302	4,720	4,669	3,985	4,385
Actual	50,948	65,111	59,867	52,303	50,404	47,064
Projected	68,002	NOTES: Projected Amount Calculated based on IML Projections for CY25				
Budgeted	61,946					
Bdgt vs Act.	82.25%					

VILLAGE REVENUE

VIDEO GAMING

17-392

	2025	2024	2023	2022	2021	2020
Dec		6,913	6,697	5,464	5,319	
Nov		7,452	6,875	5,647	4,736	
Oct		8,090	7,134	5,008	5,114	
Sept	6,585	7,579	6,587	6,092	4,673	
Aug	6,915	8,229	6,329	5,574	5,442	
July	8,562	8,102	5,180	5,158	4,528	
Jun	8,367	7,514	7,258	5,436	4,791	
May	7,670	6,915	9,098	5,390	4,397	
Apr	6,555	6,569	4,933	4,422	3,552	
Mar	5,678	6,719	6,196	4,983	2,061	
Feb	8,246	5,954	4,669	5,224	1,775	
Jan	7,787	6,963	4,533	4,377	0	
Actual	66,366	86,999	75,487	62,776	46,388	0
Projected	88,487	NOTES: Projected Calculated based on Monthly Average				
Budgeted	90,000					
Bdgt vs Act.	73.74%					

SALES TAX 1%

51-345

	2025	2024	2023	2022	2021	2020
Dec		35,762	38,046	38,493	30,409	46,970
Nov		39,951	39,292	43,052	32,348	23,012
Oct		32,493	39,007	43,183	32,546	18,501
Sept	39,688	38,038	40,358	49,674	32,263	18,908
Aug	48,433	38,710	40,872	45,368	31,665	20,999
July	37,068	34,058	36,614	40,358	27,624	14,158
Jun	42,270	33,720	33,874	39,561	28,890	15,172
May	32,726	29,507	28,165	30,033	20,584	15,397
Apr	33,417	29,388	30,116	26,274	22,599	14,385
Mar	39,316	38,180	38,095	37,605	20,761	18,122
Feb	40,395	36,761	37,025	34,000	19,183	17,605
Jan	42,715	37,989	38,685	32,282	21,192	18,659
Actual	356,027	424,556	440,149	459,883	320,065	241,887
Projected	474,702	NOTES: Projected Calculated based on Monthly Average				
Budgeted	425,000					
Bdgt vs Act.	83.77%					

GENERAL FUND MONTHLY TOTALS

	2025	2024	2023	2022	2021	2020
Dec	0	93,686	103,260	107,549	87,982	108,809
Nov	0	106,976	105,265	107,433	91,228	82,238
Oct	0	126,702	137,217	146,677	125,449	95,689
Sept	99,842	96,614	101,412	108,167	93,674	83,832
Aug	113,183	115,322	107,171	107,468	91,966	107,357
July	128,599	117,489	127,370	134,172	112,064	86,673
Jun	310,716	104,219	100,092	103,145	108,834	69,915
May	246,639	145,832	142,984	169,428	109,582	79,705
Apr	114,634	110,943	110,693	117,793	99,522	84,277
Mar	101,084	102,973	110,089	107,170	88,262	78,870
Feb	121,853	116,437	115,891	118,034	90,151	80,308
Jan	133,053	126,516	142,540	113,893	96,626	86,740
	1,369,603	1,363,709	1,403,985	1,440,930	1,195,339	1,044,415

	WATER SALES		ADMIN		CAPITAL	
	51-361		51-365		51-362	
	2025	2024	2025	2024	2025	2024
Dec		19,961		17,415		30,043
Nov		30,050		15,628		45,339
Oct		27,108		15,608		39,726
Sep	25,027	31,444	15,037	16,416	36,128	46,981
Aug	36,246	27,429	17,487	15,757	50,293	40,511
Jul	29,329	33,252	16,245	16,775	41,852	49,584
Jun	33,970	25,812	16,906	15,183	48,555	38,670
May	25,250	22,795	16,942	16,641	36,902	34,753
Apr	24,071	21,686	16,077	15,970	35,147	33,707
Mar	23,846	25,823	16,371	19,232	34,925	40,559
Feb	33,186	27,186	16,022	15,721	49,333	42,719
Jan	22,474	18,697	15,553	15,512	35,134	30,834
Actual	253,400	311,243	146,639	195,858	368,270	473,426
Projected						
Budgeted	323,000	290080	195208	181,552	475,000	495,800
Bdgt vs Act.	78.45%	1.072954	0.751194	1.0787997	0.7753052	0.9548732

GENERAL FISCAL PROJECTIONS

	2020	2021	2022	2023	2024	2025
Actual	1,044,415	1,195,339	1,440,930	1,403,985	1,363,709	1,369,603
Projected						
Budgeted						1,907,972
Bdgt vs Act						71.78%

O&M FISCAL PROJECTIONS

	2020	2021	2022	2023	2024	2025
Actual	1,127,464	1,245,270	1,393,570	1,421,986	1,405,083	1,124,336
Projected						0
Budgeted						1,418,208
Bdgt vs Act						79.28%

Village Administrator Monthly Report – September 2025

General Administration

- Attended the Illinois Municipal League (IML) Conference in Chicago alongside staff and officials, participating in sessions on various topics and networking with area colleagues.
- Coordinated CY2026 budget development with the Treasurer and department heads, including analysis of anticipated IPBC benefits changes and integration of department-level salary planning.
- Led internal meetings to review and update employee evaluation processes and discussed proposed salary range ordinance; presentation was introduced at the Committee of the Whole and tabled for full board discussion in October.
- Participated in a regional Emergency Operations Center meeting hosted by Winnebago County, introducing the new ESDA Coordinator and reviewing EOC facility upgrades.
- Presented a proposal from Table Talk Supper Club regarding a tap wall (self-serve alcohol system) at the September 10 Liquor Commission meeting.
    - Provided initial research and facilitated discussion on compliance concerns, technology requirements, and operational considerations.
    - The Commission recommended further input from the business owner before drafting an ordinance; follow-up communications were initiated to ensure next steps are clear.
- Participated in a joint meeting between Village staff, Silo Communications, and RockfordIT to review a potential transition to Silo's VoIP and internet services.
    - Preliminary analysis indicated cost savings and operational efficiency improvements if implemented across departments.

Community Development

- Met/Spoke with:
    - A national homebuilder pursuing a large-scale residential development opportunities on vacant parcels.
    - A potential buyer for the former Benton Street preschool property.
    - A restaurant/bar operator evaluating downtown and Winnebago Corners locations.
    - Mikron, as part of a scheduled business retention visit.
- Continued negotiations regarding Village-owned property; facilitated site review with the Village Engineer and special counsel.
- Secured an access agreement for 114 S. Benton Street to initiate environmental study work and discussed long-term redevelopment goals with the Village Attorney.
- Supported the zoning coordination for the Cunningham Road annexation, including integration with the broader zoning framework and development goals.
- Participated in two Zoning Board meetings (September 2 and 30), providing administrative support and context on two key zoning matters:
    - 9714 Cunningham Road: Requested annexation and zoning to Limited Agriculture. Following public hearing, the application was tabled due to unresolved UDO language and concerns about compatibility with surrounding residential uses.
    - 106 Kasch Drive: Proposed rezoning from commercial to General Industrial to enhance marketability as part of pending redevelopment discussions; presented background and rationale for Board review.
- Facilitated a discussion on updating UDO Table 6.2 (Land Use Table), recommending a staff-first draft followed by Zoning Board input, and noted the importance of tracking unanimous vs. split votes for transparency in Trustee review.

Please see the attached Board Brief's for a deeper view of the month's activities for the Village.

BOARD BRIEFS

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

VOLUME 2025-34
WEEK OF SEPT 1

PUBLIC WORKS

Public Works completed daily rounds and sampling required by IEPA, including visits to all critical infrastructure sites and collection of 10 representative water samples. Monthly water quality testing, including bacti and fluoride samples, was completed. Staff performed tree trimming, over 9 miles of mowing along the PPT, and 3 full mowing and trash circuits. Chlorine equipment was replaced at Rock 39, and routine wellhouse maintenance continued. Water main locates were conducted in coordination with silo fiber boring activities. Staff assisted residents with sidewalk and driveway permits and completed 22 JULIE locates, including for Rock 39, Nicor, and Amazon projects. Training of the new Public Works Assistant continued. Work progressed with IDOT and Fehr Graham on the Goodling Street MFT bid process. Oversight was maintained on the Nicor line crossing near Silo. A one-ton Ford service truck was delivered for power steering and airbag repairs. Fields were prepped for adult softball league play. Monthly IEPA reporting was completed, and coordination continued with vendors on hydrant equipment warranty issues. Staff performed cold patching, resumed storm-related tree clean-up, raised low-hanging branches for sign clearance, and conducted weed spraying.

POLICE

The Police Department responded to 57 calls for service and generated 8 incident or supplemental reports. One arrest was made during this period. Officers issued 9 traffic citations and warnings, processed 3 FOIA requests, and investigated 1 automobile crash. An officer assisted the Winnebago County Sheriff Police in apprehending two individuals with outstanding warrants. Planning for the upcoming Halloween celebration, including Monster Mash and Trunk or Treat hosted by the PTO and Winnebago Park District, is progressing, with further details to follow. The School Resource Officer worked with Northern Illinois Crime Stoppers in distributing reward funds to a confidential informant. One officer received a Certificate of Appreciation from the Alliance Against Intoxicated Motorists for 2024 DUI enforcement efforts.

ADMINISTRATION

The building at 114 South Benton Street was posted for code violations and deemed unfit for occupancy. The deputy clerk completed payroll and managed meeting preparations and follow-up for the zoning board, village board, and committee of the whole. The treasurer finalized board meeting preparations, attended Tyler training, and processed board checks and ACH payments. The village administrator continued communication with Table Talk Supper Club regarding a development agreement and coordinated with Peak Storage on their letter of credit. Discussions were held with a planning firm regarding potential UDO revisions in advance of the CY 2026 update. Budget planning for CY 2026 continued, including collaboration with departments to establish salary ranges. Coordination with IPBC and staff continued concerning possible changes to the village's medical insurance plan.

BOARD BRIEFS

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

VOLUME 2025-35
WEEK OF SEPT 8

ADMINNISTRATION

The Treasurer prepared checks for the board meeting, processed payment for the new service truck, completed bank reconciliations, and executed line item transfers from the last board meeting. Reports for upcoming meetings were prepared, electricity quotes were solicited, and year-end audit adjustments were coordinated with the auditors. The Deputy Clerk completed board packets and meeting minutes, and assisted with front office needs. The Village Administrator collaborated with staff on drafting a salary range ordinance and met with Park Hills Church to discuss their involvement in community events and the use of their new facility. The monthly development and tech meeting was held, discussing various active development projects within the village, and also discussed next steps with Region 1 and county coordination on the Bud's Auto property continuing. The intern completed stormwater utility fee research and presented findings. The front office began preparations for business registration and discussed future strategies to improve compliance.

PUBLIC WORKS

Public Works completed all daily IEPA-required rounds and water testing across six wells, including SCADA monitoring and sample collection. Tree trimming was done on Westfield Road for visibility and clearance. Two full mowing circuits and three trash circuits were completed, along with additional mowing along the PPT. Staff repaired the Scag mower and performed routine wellhouse maintenance. Crews conducted additional water main locates in conjunction with silo fiber boring in the Village right-of-way, and completed 20 JULIE locates supporting fiber, Nicor, and Amazon-related projects. Staff supported residents undergoing sidewalk and driveway replacements and processed associated permits. Orientation for the new Public Works Assistant continued. Emergency JULIE locates were handled after hours. Oversight of Silo's infrastructure work continued. One-ton service trucks were delivered for both service and replacement, including resolving power steering and airbag issues. Public spaces were maintained for adult softball, with fields dragged and concessions cleaned. Final work for Lead and Copper Rule compliance was completed. Staff coordinated with IEPA and the Rockford lab to address reporting errors on the agency's end. Brush clearing occurred along the walking path, sidewalk replacement was completed on West Runyard Street, and final dirt and seed were applied in several restored project areas.

POLICE

The Police Department handled 59 calls for service and completed 13 incident or supplemental reports. Three arrests were made, and 21 traffic citations or warnings were issued. Four FOIA requests were processed, with a noted increase in requests from non-local individuals and organizations, adding to administrative workload. The School Resource Officer began coordinating safety and traffic plans for the October 1st Homecoming Parade. The Lieutenant continued to address MDT connectivity issues, working with RockfordIT and the City of Rockford IT for long-term solutions. Routine maintenance was completed on squads 122 and 222, with squad 122 receiving new tires, and squad 125 was sent to Lena for upfitting. The Chief and Lieutenant attended the quarterly Northwest Illinois Law Enforcement Executives Association meeting, while the department also participated in the monthly Winnebago County Chiefs meeting, where 2026 changes to lateral officer background checks were reviewed. Department staff participated in two 9/11 memorial ceremonies in Rockford to honor lives lost in the 2001 attacks.

BOARD BRIEFS

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

VOLUME 2025-36
WEEK OF SEPT 15

POLICE

The Police Department responded to 67 calls for service and completed 8 incident or supplemental reports. Two arrests were made during the week, and 18 traffic citations or warnings were issued. Three FOIA requests were processed. Officers completed follow-up on open cases from previous months, including two photo lineups. Transition efforts continued with the new Winnebago County Jail software, with officers actively learning the system. The School Resource Officer experienced an uptick in calls for service and worked additional hours for after-school activities and a school board meeting; patrol staff provided supplemental coverage. IT issues related to Comcast and Verizon were monitored and appear to be resolved, with the Lieutenant coordinating with regional IT support. A meeting with Silo Communications and RockfordIT was scheduled to assess equipment needs for a potential switch that may reduce annual costs and benefit all departments. Additionally, a multi-agency meeting was scheduled to review school safety planning at the request of the SRO. Over the weekend, night shift officers responded to a domestic incident resulting in an arrest for battery, domestic battery, and home invasion, classified as a Class X felony.

ADMINISTRATION

The Administrative Department welcomed the return of the Assistant Deputy Clerk from maternity leave, who began work on the fall newsletter. The Treasurer met with LOCIS to review the accounts payable process and the disbursing fund, continued FY26 budget development, and attended the IML conference on Friday. The Deputy Clerk processed payroll, completed pre-board meeting tasks, and participated in a meeting with IPBC regarding the upcoming benefits transition. The front office team, Deputy Clerk, intern, and Administrator met to evaluate ways to improve CY26 business registration compliance. The community development intern continued research on stormwater utility fees. The Village Administrator also attended the IML conference, coordinated with a national homebuilder on potential development in the Willingham area, and participated in a regional public communications meeting at the EOC. This meeting introduced the new ESDA Coordinator and reviewed updates to the EOC facility for future disaster response coordination.

PUBLIC WORKS

Public Works completed daily IEPA-mandated rounds for all six deep water wells, collected ten QA/QC water samples, and maintained SCADA systems. Tree trimming for visibility and height clearance took place at multiple sites, along with one full mowing circuit and three trash circuits. Street light repairs and routine Wellhouse cleaning were completed. Water main locates and re-markings continued in coordination with Silo fiber directional boring. Staff assisted residents with driveway and sidewalk replacements and related permits. A total of 24 JULIE locates were completed, including support for Silo, Rock 39, Nicor, and Amazon projects. Orientation and training of the new PW Assistant progressed. Emergency JULIE locates were handled outside regular hours. Project oversight continued for critical infrastructure near Silo fiber installations. Field preparation was completed for the Thursday Night Adult softball league, including drugging and cleaning the concession stand. Lead and Copper compliance work with IEPA continued. Brush was cleared along walking paths, and a hazardous maple tree was removed at 208 S. Benton Street. Noxious weeds and trees were removed at 114 S. Benton Street. Staff attended training on water main clamping systems and began fall park maintenance, including bed edging, mulching, and watering. Heavy equipment was greased and washed. Repairs were made to the auto flusher at Rock 39 and a sink drain in the Village Hall restroom.

BOARD BRIEFS

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

VOLUME 2025-37
WEEK OF SEPT 22

PUBLIC WORKS

The Public Works Department completed daily IEPA rounds including site visits to six deep water wells, water sampling, and SCADA monitoring. All water meters were read, and one full mowing and three trash circuits were completed. Tree trimming was done for visibility and clearance. Additional water main locates and re-marking were performed for Silo's fiber installation, and coordination with ComEd continued regarding street lighting. Emergency replacement of a leaking valve at 114 E Main required shutting down Well #2. Routine wellhouse maintenance and sidewalk/driveway permit coordination with residents also occurred. Staff completed 24 JULIE locates, including for major projects like Silo, Rock 39, Nicor, and Amazon. Emergency before- and after-hours locates were handled as needed. Ongoing orientation for the new PW Assistant continued. Staff performed oversight and site protection for Silo's infrastructure work, maintained the concession stand and diamonds, and conducted fall park maintenance. Cold patching was done, and tree removal occurred at 108 S. Benton. Two water meter toppers were replaced, and coordination with the vendor on meter inventory occurred. Sidewalk replacement was completed on the 200 block of South Seward Street, and heavy equipment was greased and washed. IEPA Lead and Copper requirements were also addressed.

POLICE

The Police Department responded to 80 calls for service and generated 4 incident or supplemental reports. Two arrests were made, and 36 traffic citations and warnings were issued. One crash report was taken, one vehicle was impounded, and one stolen vehicle was recovered. Three FOIA requests and one solicitor permit application were processed. The School Resource Officer led a school safety meeting with police and fire personnel to enhance emergency coordination and planning for upcoming school events; this is now scheduled to be a recurring monthly meeting. The SRO also delivered ALICE active shooter response training to school staff. Department representatives participated in the first Northern Illinois Police Memorial Committee meeting since May, initiating planning for the 2026 memorial; Officer McNeely will serve as the department's point of contact. Village department heads, RockfordIT, and Silo Communications held a joint meeting to review a potential transition to Silo's internet and VoIP systems, with early indications of cost savings. The school district granted the police department direct access to school camera and database systems, eliminating the need to contact the SRO after hours for investigations. Following discussions with Public Works, Lt. Haff began exploring FCC licensing for a dedicated radio frequency to improve internal communication and emergency preparedness. Chief White began collaborating with the Assistant Deputy Clerk on newsletter content to highlight officer activity and community service. The department also supported the Pecatonica Police Chief by assisting with IT issues related to squad computers and camera systems.

ADMINISTRATION

In Administration, the front office handled utility billing and shutoff notices and continued work on business registrations. The Treasurer collaborated with the Assistant Deputy Clerk on accounts payable processes, made changes to payroll setup, worked on the budget, and began year-end audit preparations. The Assistant Deputy Clerk continued work on the Newsletter. The Deputy Clerk processed solicitor permit applications, completed OMA certifications, and began working with IPBC on the 2026 employee benefits rollout. The Village Administrator engaged with developers including a national homebuilder interested in constructing homes on vacant lots, a potential buyer for the Benton Street preschool property, and a prospective bar/restaurant operator evaluating downtown and Winnebago Corners locations. The Administrator also worked with admin staff to update job descriptions, attended a Region 1 Planning open house, and met with the Village Attorney, Region 1 Planning, and Fehr Graham to discuss demolition options at 114 S. Benton. An access agreement was secured to begin environmental studies on that property.

BOARD BRIEFS

WEEKLY UPDATE FROM THE VILLAGE ADMINISTRATOR

VOLUME 2025-38
WEEK OF SEPT 29

ADMINISTRATION

The Treasurer and Deputy Clerk worked with Locis on a payroll review. The Deputy Clerk completed payroll, and continued setting up benefits through IPBC, and also completed all tasks related to the board meeting. The Assistant Deputy Clerk finalized the fall/winter newsletter and prepared agendas and minutes. The Treasurer began bank reconciliations and continued with budget preparation. The Administrator met with department heads to review updated employee evaluation processes and discussed pay ranges for an upcoming ordinance. Additional meetings included attending a zoning meeting, coordinating the Cunningham annexation of the DeWitt property, working with vendors and staff on the comprehensive plan and UDO revisions, and attending an ILCMA manager's event. A Business retention meeting was held with Mikron and a meeting was held with staff and a developer interested in village-owned property, with more scheduled for next week. Budget coordination continued with the Treasurer.

PUBLIC WORKS

Public Works completed daily IEPA-required site visits and water treatment operations, including quality sampling and SCADA monitoring. All water meters were read, tree trimming was completed for visibility and clearance, and one mowing and three trash circuits were finished. Ongoing coordination with ComEd continued regarding street lighting issues. Wellhouse cleaning and maintenance were performed. Staff marked water mains for Silo Fiber boring work and worked with residents on driveway and sidewalk replacement permitting. A total of 34 JULIE locates were completed, including large-scale requests for the Silo network, Rock 39, Nicor, and Amazon, along with emergency after-hours locates. New PW Assistant training continued. Infrastructure oversight was conducted for Silo, and additional work included cleaning and prepping the ball diamond area. Required IEPA sampling and submittals were completed for both community water systems. Cold patch and hot mix asphalt repairs were made, fall clean-up at city yards was completed, several snow route signs were replaced, and two new barricades were assembled. Fall park maintenance advanced with bed edging, watering, and mulching. Extensive repairs were made to the Scag mower. Staff removed and replaced 82 feet of sidewalk on South Seward Street, replaced speed sign batteries, and flushed and lubricated 100 hydrants at Rock 39.

POLICE

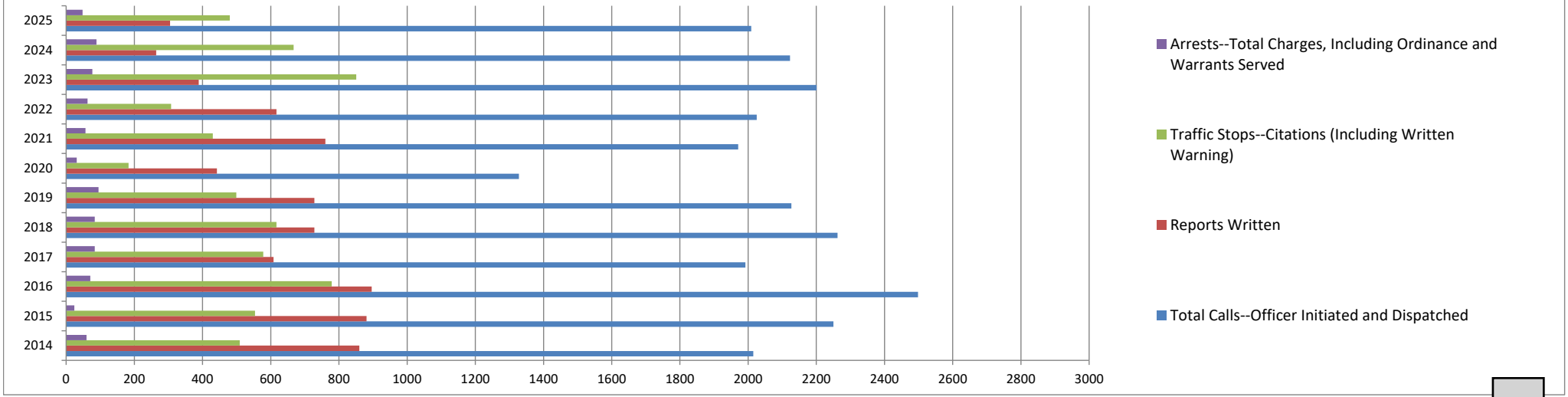
The Police Department handled 59 calls for service, wrote 7 incident or supplemental reports, and made 1 arrest. Officers issued 8 traffic citations or warnings and processed 2 FOIA requests. One crash with injuries was investigated, and a warrant was served. A major domestic violence case involving aggravated battery and battery of a senior citizen occurred last Saturday; the suspect, who fled before officers arrived, now faces additional felony charges and an added warrant. The School Resource Officer conducted an evacuation drill at Simon Elementary on September 29 with assistance from patrol and the Win-Bur-Sew Fire Department and led lockdown drills at the middle and high schools without incident. Two individuals expressed interest in police employment and were given applications. The department supported Pecatonica Police on an internal matter. The Chief participated in a call with the Illinois Law Enforcement Training and Standards Board to ensure compliance with training mandates. The Lieutenant met with Mobile Electronics and the Public Works Director to plan for a dedicated radio channel for Public Works, with a quote pending. Public Works also provided the department with secure keys to critical infrastructure locations for improved interdepartmental coordination.

Winnebago Police Department
2022/2023/2024/2025 Calls and Offenses

Offense Type	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total 2025	Total 2024	Total 2023	Total 2022
Aggravated Battery (including Agg. Domestic)	0	0	0	0	0	0	0	0	0				0	**0**	**2**	**6**
Armed Robbery	0	0	0	0	0	0	0	0	0				0	**0**	**0**	**0**
Assault (Includes Aggravated Offense)	0	0	0	0	0	0	0	0	0				0	**2**	**2**	**5**
Battery	0	0	1	1	1	0	0	0	1				4	**2**	**7**	**8**
Burglary/Burglary from Vehicle	0	0	0	0	0	0	2	0	0				2	**0**	**0**	**3**
Criminal Damage to Property	1	0	1	1	1	0	0	3	2				9	**8**	**8**	**9**
Criminal Damage to State Supported Property	0	0	0	0	0	0	0	0	0				0	**1**	**0**	**0**
DUI Alcohol / Drugs Includes Agg. DUI	0	0	0	0	0	0	0	0	0				0	**1**	**7**	**11**
Disorderly Conduct	0	2	2	2	2	1	0	0	0				9	**14**	**14**	**15**
Fleeing to Elude (Aggravated)	0	0	0	0	0	0	0	0	0				0	**1**	**4**	**4**
Domestic Trouble/Domestic Battery/OP Violation /Vio.Stalking Order	1	1	1	2	4	2	0	4	4				19	**13**	**29**	**36**
Hit and Run	0	0	0	0	1	0	0	0	0				1	**4**	**2**	**4**
Home Invasion	0	0	0	0	0	0	0	0	1				1	**0**	**0**	**0**
ID Theft / Forgery / Decept. Prac.	1	0	0	5	0	0	1	0	0				7	**9**	**11**	**9**
Illegal Consumption / Minor in Possession of Alcohol	0	0	0	0	0	0	0	0	0				0	**1**	**1**	**0**
Possession of Cannabis (Manu./Deliver)	1	0	0	0	0	0	0	0	0				1	**4**	**8**	**4**
Possession of Controlled Substance	0	0	0	0	0	0	0	0	0				0	**1**	**0**	**2**
Possession of Drug Paraphernalia	0	0	0	0	0	0	0	0	0				0	**0**	**2**	**1**
Reckless Conduct	0	0	0	0	0	0	0	0	0				0	**0**	**0**	**0**
Reckless Discharge of a Firearm	0	0	0	0	0	0	0	0	0				0	**0**	**0**	**0**
Reckless / Negligent Driving	0	0	0	0	0	0	0	0	0				0	**2**	**1**	**3**
Residential Burglary	0	0	0	0	0	0	0	0	0				0	**0**	**0**	**3**
Resisting Obstructing Peace Officer	0	0	0	0	0	0	0	0	0				0	**1**	**4**	**0**
School Bus Arm Violation	0	0	0	0	0	0	0	0	0				0	**0**	**2**	**3**
Sexual Abuse/Assault	0	0	0	1	0	1	0	0	0				2	**1**	**0**	**1**
Suicide Attempt / Threat of Suicide / Mental Health Call	0	2	2	0	2	1	1	2	0				10	**25**	**28**	**28**
Suspended/Revoked Driver's License/Registration	7	1	4	3	5	4	7	2	4				37	**94**	**29**	**8**
No Valid Driver's License	0	0	1	0	0	1	1	0	0				3	**2**	**4**	**4**
Theft of Vehicle (Recover Stolen)	0	0	0	0	0	0	1	0	0				1	**0**	**2**	**2**
Theft Over $500 / Retail Theft	0	1	0	1	0	0	0	0	0				2	**1**	**1**	**4**
Theft Under $500.00 / Retail Theft	2	2	0	0	0	4	1	0	2				11	**12**	**23**	**15**
Unlawful Use of Weapon (Aggravated)	0	0	0	0	0	0	0	0	0				0	**0**	**1**	**3**
Violation of Bail Bond	0	0	0	0	0	0	0	0	0				0	**1**	**0**	**0**
Warrant Service	0	0	0	1	0	1	0	1	1				4	**5**	**10**	**12**

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

Calls for Service / Reports Written



Winnebago Police Department
Traffic Speed Sign Data: September 2025

Location	Average Speed	Max Speed	Car Count
N. Elida Street	26.24	88	174451
W. McNair Road	26.8	72	22698
Winnebago High School	17.97	29	501
Cunningham Road	32.14	86	75606
E. McNair Road	43.60	80	20239

These numbers also include first responders responding to calls for service
These numbers also include radar interference between in-car and stationary radar units

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

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

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

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

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

3. **"Shadowing" and "Ghosting" Effects**
Interference might cause the radar to display:
Shadowing: Detecting a vehicle behind the target vehicle, which may not exist or may be moving at a different speed.
Ghosting: Showing a speed reading when no vehicle is present—just the result of the interfering signal.

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

Visually confirms which vehicle is speeding before acting.
Can **spot and disregard false readings** caused by interference or unusual conditions. Regularly tests the calibration of the radar to ensure it's working properly.
Documents their observations and provides credible, court-admissible evidence.

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

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

Administrative Tow - Ordinance No. 2012-13

Date	Case#	Offense	Administrative Hearing Requested/Due Process	Vehicle	Paid	Amount
		2025	2025	2025		
1/17/2025	WC25-000029	Retail Theft	Letter Sent - 01/21/25	2001 Dodge Stratus	Yes	$500.00
3/20/2025	WC25-000162	DWLS	NO	2006 Dodge Durango	Yes	$500.00
6/20/2025	WC25-000382	DWLR	No - per RO on 06/23/25	2015 Ford F-150		
7/15/2025	WC25-000427	DWLS	No	2003 Ford Explorer ST		
9/23/2025	WC25-000615	DWLR	Letter Sent - 09/24/25	2025 Kia Seltos		
					2025	$1,000.00

Total from previous Years	**$ 109,500.00**
Grand Total	**$110,500.00**

Agenda Item Executive Summary

Item Name	Main Street Project Bid Acceptance	Committee or Board	Board

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

EXECUTIVE SUMMARY

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

Fehr Graham, as the Village Engineer, is currently in the process of designing the project. Once the design is finalized, the Board will be asked to approve the acceptance of construction bids and complete the project.

This project represents a significant investment in the Village and is a necessary step in ensuring reliable infrastructure for the community.

ATTACHMENTS (PLEASE LIST)

ACTION REQUESTED

☐For Discussion Only

☒Resolution

☐Ordinance

☒Motion:

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

Staff:	Joseph Dienberg, Village Administrator Chad Insko, Director of Public Works	Date:	10/15/2025

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

May 19, 2025

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

RE: Proposal for Professional Services
West Main Street Widening

Dear President Eubank,

We understand per the phone conversation with Mr. Chad Insko on May 2, 2025, that the Village wishes to widen the stretch of West Main Street between North Benton Street and the driveway of 209 West Main Street to facilitate on-street parking along the northern edge of the Street, as well as a mill-and-overlay of the portion of West Main Street from North Swift Street to North Benton Street. It is assumed that all construction and engineering will be paid for with local funds. These limits can be seen on the attached exhibit. Based on this, the following is our anticipated scope of services.

SCOPE OF SERVICES

Topographic Survey

Fehr Graham will perform a limited topographic survey where the roadway widening efforts are to be completed. The topographic survey will include the location of paved areas, establish one-foot contours, spot elevations where needed along the parkway, locate visible utilities, and set and establish permanent benchmark(s) on the site. Apparent boundary lines will be confirmed within this area, but a full boundary survey and boundary survey document will not be completed.

Design Engineering

Based on Fehr Graham's topographic survey, Fehr Graham will provide the following Final Engineering Services:

- Final Engineering Plans to facilitate the widening of West Main Street through the preparation of:
  - Removal Plan.
    - Will indicate the removal of existing pavement (roadway, approach, etc.) and earthwork.
  - Site Plan and Details.
    - Proposed plan layouts for roadway widening as described above and limits for mill and overlay.
    - Proposed spot elevations as necessary.
    - Pavement section details.
    - Construction Details as applicable.
    - Erosion Control Details.
  - Special Provisions relating to the work depicted in these drawings.

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

Bidding Documents and Services

Utilizing the completed design drawings and project specifications, Fehr Graham will prepare one (1) bid package of documents for the solicitation of bids for the proposed West Main Street Widening project. The bidding process will be completed through solicitation on QuestCDN. As part of this process, Fehr Graham will address potential Contractor questions, manage the bid opening, review and tabulate the bids, and provide a recommendation of award to the Village of Winnebago for their consideration of the project.

EXCLUSIONS

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

- Tree survey/Tree Preservation Plan.
- Boundary or right-of-way (ROW) surveys.
- Full topographic survey beyond what is itemized above.
- Traffic studies and capacity analysis.
- Environmental assessments and studies.
- Archaeological surveys.
- Construction Observation.
- Construction Administration.
- Engineering design beyond what is explicitly listed above.
- Geotechnical studies/investigations.
- Construction staking.
- Utility improvement design.
- Permit fees.
- NOI/NPDES Permit (assumed less than one acre of soil disturbance).
- Preparation of easements and/or right-of-way documents.
- Detailed ADA ramp design.
- Structural engineering services.
- IDOT coordination and permitting.
- FRSA permitting.

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

SCHEDULE

Weather and site conditions dependent, Fehr Graham can initiate this project within 2-3 weeks of receiving formal authorization to proceed. It is intended that this project will be designed and ready for bid in August 2025 in anticipation of a Fall 2025 construction. This timing is contingent on contract approval at the first meeting in June 2025.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined above in accordance with the following lump sum fee schedule:

• Topographic Survey	$3,600	(Lump Sum)
• Design Engineering	$14,450	(Lump Sum)
• Bidding Documents and Services	$3,500	(Lump Sum)
Total	**$21,550**	

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

AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If this proposal meets your expectations, please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed. We are looking forward to working with the Village of Winnebago on this project. If you have any questions or need anything further, please contact me.

Respectfully submitted,

Luke Ziegler
Staff Engineer

LZ:ss

Enclosures: Agreements for Professional Services

N:\Proposals\2025\Luke Ziegler\Winnebago, Village of\W. Main Street Widening\Winnebago - W. Main Street Widening Proposal.docx

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

AGREEMENT
FOR PROFESSIONAL SERVICES

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

815.335.2020

Description of Services:

West Main Street Widening

Fehr Graham will provide professional services related to the above-referenced project as detailed in our proposal letter dated May 19, 2025.

COST:

The fixed fee for performing the above services is as follows:

• Topographic Survey	$3,600	(Lump Sum)
• Design Engineering	$14,450	(Lump Sum)
• Bidding Documents and Services	$3,500	(Lump Sum)
Total	**$21,550**	

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

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

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

CLIENT:		CONSULTANT:	
Signature	Franklin Eubank	By	
Name	Franklin J. Eubank, Jr	Name	Chris DeSilva, PE
Title	Village President	Title	Chief Operating Officer
Date Accepted	6/18/25	Date Proposed	May 16, 2025

25-1071

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.

2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.

3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.

4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.

5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.

6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.

7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

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

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

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.

9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

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

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.

11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.

12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

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

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.

14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.

15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.

16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.

17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

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

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

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

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

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.

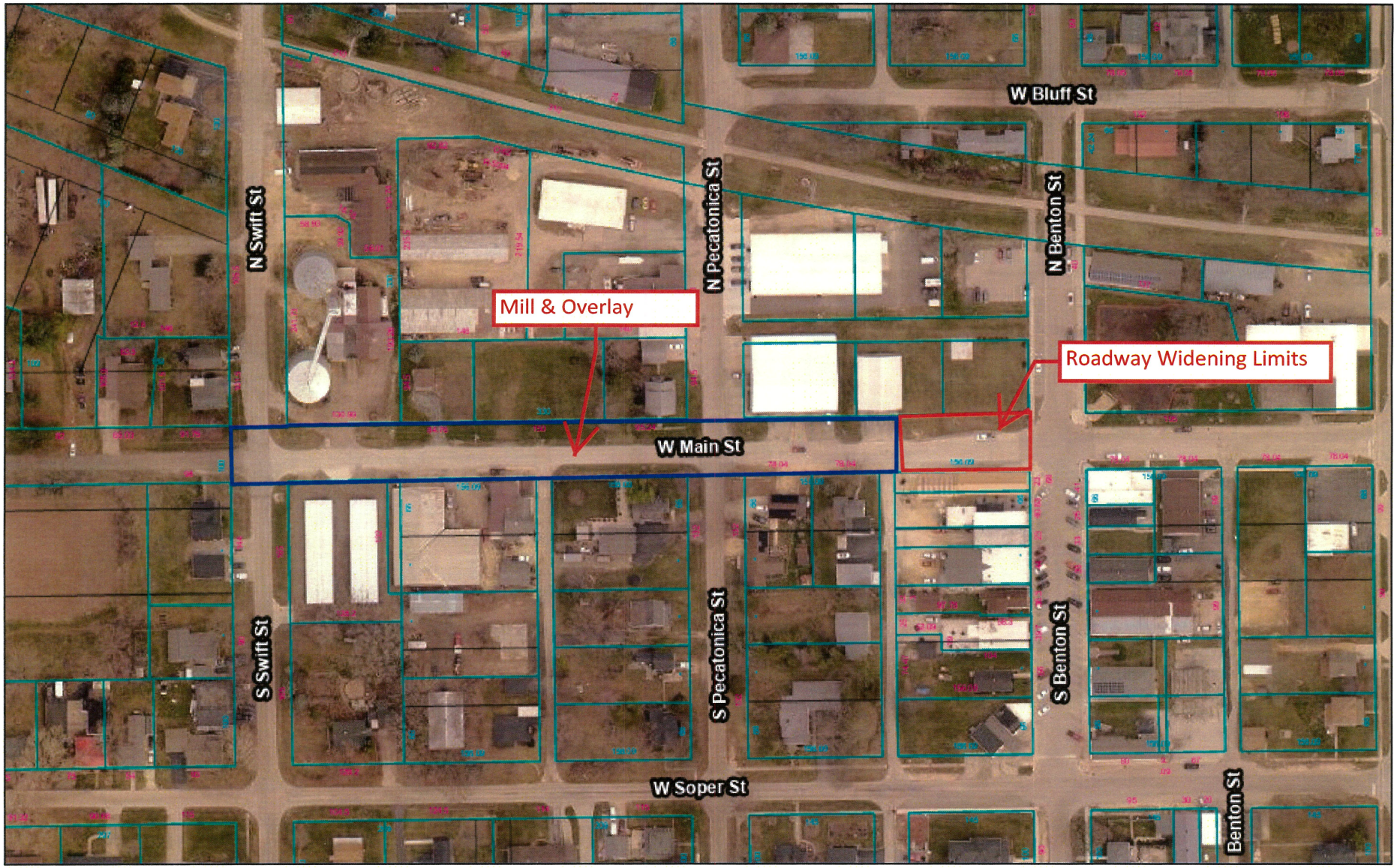
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.

22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

W. Main Street Widening



5/12/2025

1:2,590

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

WinGIS

Agenda Item Executive Summary

Item Name	A RESOLUTION TO AUTHORIZE THE VILLAGE PRESIDENT TO SEEK BIDS FOR AND ENTER INTO WHOLESALE ELECTRICITY SUPPLY CONTRACT	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The Village's current municipal electric aggregation program for residents and qualified small businesses expires in December 2025. The Board has determined it is desirable to continue aggregation so long as a competitive supply rate can be secured. To improve pricing, the Village intends to combine its load with similar communities. Because energy markets move daily and suppliers cannot hold prices for long, timing and delegation are necessary. This resolution authorizes the Village President or designee to solicit bids from responsible low bidders and negotiate and enter into a wholesale electricity supply contract including residents and qualified small businesses for a term not to exceed three (3) years, and to report the outcome to the Village Board as soon as reasonably possible.

ATTACHMENTS (PLEASE LIST)

Resolution

ACTION REQUESTED

☐For Discussion Only

☒Resolution

☐Ordinance

☒Motion:

MOTION:

Staff:	Joseph Dienberg, Village Administrator	Date:	10/15/2025

RESOLUTION NO. 2025-_____R

A RESOLUTION TO AUTHORIZE THE VILLAGE PRESIDENT TO SEEK BIDS FOR AND ENTER INTO WHOLESALE ELECTRICITY SUPPLY CONTRACT

WHEREAS the current electric municipal aggregation program to all residential and qualified small businesses will expire in December 2025; and

WHEREAS the Village Board of the Village of Winnebago, Illinois has determined that it is desirable to continue the municipal electric aggregation program so long as the Village can secure a competitive supply rate; and

WHEREAS the Village would like to combine their electrical aggregation loads with similar communities for cost efficiencies to provide a favorable energy rate; and

WHEREAS City Council and Village Boards meetings of these communities meet at different times and dates; and

WHEREAS the energy markets move each day and suppliers do not have the ability to hold competitive prices for an extended time;

NOW THEREFORE, BE IT RESOLVED that by the adoption of this Resolution, the Village President or Designee is authorized and directed to seek bids from responsible low bidders in order to negotiate and enter into a wholesale electricity supply contract for the Village on terms as deemed appropriate and with said contract to be in the best interest of the Village. This process and potential contract shall include residents, qualified small businesses and not exceed three (3) years in length and the President or designee will report to the Village Board the outcome of the solicitation as soon as is reasonably possible.

SECTION I

The recitals set forth above are incorporated herein and made a part hereof.

SECTION II

This resolution shall be effective immediately upon its passage and approval as provided by law

APPROVED this _____ day of _____, 2025

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

ATTEST:

_____
Sally Jo Huggins, Village Clerk

VOTING: Ayes_____ Nays_____

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2022- 11R

A RESOLUTION TO AUTHORIZE THE VILLAGE PRESIDENT TO SEEK BIDS FOR AND ENTER INTO WHOLESALE ELECTRICITY SUPPLY CONTRACT

WHEREAS, the current electric municipal aggregation program to all residential and qualified small businesses will expire September, 2022; and

WHEREAS, the Village Board of Winnebago Illinois has determined that it is desirable to continue the municipal electric aggregation program so long as the Village can secure a competitive supply rate; and

WHEREAS, the Village would like to combine their electrical aggregation loads with the neighboring communities in the ComEd service territory for cost efficiencies to provide a favorable energy rate; and

WHEREAS, City Councils and Village Boards meetings of these communities meet at different times and dates; and

WHEREAS, the energy markets move each day and suppliers do not have the ability to hold competitive prices for an extended time;

NOW THEREFORE, BE IT RESOLVED that by the adoption of this Resolution, the Village President is authorized and directed to seek bids from responsible low bidders in order to negotiate and enter into a wholesale electricity supply contract for the Village on terms as deemed appropriate and with said contract to be in the best interest of the Village. This process and potential contract shall include residents, qualified small businesses and not exceed three (3) years in length and the Village President or designee will report to the Village Board the outcome of the solicitation as soon as is reasonably possible.

SECTION I

The recitals set forth above are incorporated herein and made a part hereof.

SECTION II

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

APPROVED:

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

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: 4-11-2022

APPROVED: 4-11-2022

PUBLISHED IN
PAMPHLET FORM: 4-12-2022

Agenda Item Executive Summary

Item Name	AN ORDINANCE AMENDING PERSONNEL POLICY SECTION 9-2: GROUP MEDICAL INSURANCE	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

This ordinance amends Section 9-2 of the Village of Winnebago Personnel Policy to align with the Village's recent transition to the Intergovernmental Personnel Benefit Cooperative (IPBC), as approved on September 17, 2025. The amendment includes two key updates:

1. Coverage Effective Date Change: Shifts the group medical insurance coverage effective date to the employee's date of hire rather than the first of the month following 30 days of employment. This reduces gaps in health insurance coverage and addresses feedback from staff regarding delayed access to benefits.
2. Retiree Coverage Provision: Allows employees who retire directly from Village service and are receiving an IMRF pension to remain on the Village's group medical plan until they are eligible for Medicare, provided they pay the full premium cost. This change provides continuity in care and supports employee retention and succession planning.

These changes were recommended in the October 15, 2025, memorandum from the Village Administrator and support the Village's strategic goals of organizational stability and fiscal responsibility.

ATTACHMENTS (PLEASE LIST)

Ordinance

ACTION REQUESTED

☐For Discussion Only

☐Resolution

☒Ordinance

☒Motion:

MOTION: I MOVE TO APPROVE ORDINANCE 2025-__, AN ORDINANCE AMENDING PERSONNEL POLICY SECTION 9-2: GROUP MEDICAL INSURANCE

Staff:	Joey Dienberg, Village Administrator	Date:	10/15/25

ORDINANCE NO. 2025- _____

AN ORDINANCE AMENDING SECTION 9-2 OF THE PERSONNEL POLICY OF THE VILLAGE OF WINNEBAGO, ILLINOIS, RELATING TO GROUP MEDICAL INSURANCE PROVISIONS

WHEREAS, the Village of Winnebago adopted Ordinance 2024-21, establishing a process for updating the Village Personnel Policy and providing the Village Administrator with certain administrative authorities related to personnel matters; and

WHEREAS, on September 17, 2025 the Village Board approved membership in the Intergovernmental Personnel Benefit Cooperative (IPBC) to stabilize health insurance costs and expand coverage options for Village employees; and

WHEREAS, as part of the transition to IPBC, staff reviewed the Village's current Personnel Policy and identified two necessary amendments to Section 9-2 (Group Medical Insurance): (1) to change the effective date of coverage to the employee's date of hire rather than the first day of the month following thirty (30) days of employment, thereby eliminating coverage gaps; and (2) to permit retirees to remain on the Village's group medical plan until they become eligible for Medicare, at their own expense, ensuring continuity of care and a smoother transition into retirement; and

WHEREAS, these amendments support the Village's Strategic Plan goals of employee retention, organizational stability, and succession planning while remaining fiscally responsible; and

WHEREAS, the Village Administrator has submitted a memorandum dated October 15, 2025 ("Exhibit A") outlining the recommended revisions to Section 9-2 of the Personnel Policy for Village Board consideration;

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

SECTION I. ADOPTION OF AMENDED SECTION 9-2 GROUP MEDICAL INSURANCE

The Village Board hereby amends Section 9-2 of the Personnel Policy to read as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION II. IMPLEMENTATION

The Village Administrator is authorized to coordinate all administrative steps necessary to implement the changes contained in this ordinance, including but not limited to the distribution of updated policy documents to employees and retirees, coordination with payroll staff and the Village's insurance representatives, and communication of eligibility updates to affected employees.

SECTION III. SEVERABILITY

If any portion of this Ordinance is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

SECTION V. REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION VI. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and approval according to law and publication in pamphlet form.

APPROVED this _____ day of _____, 2025

_____

Franklin J. Eubank, Jr.,
Village President

ATTEST:

_____
Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

VILLAGE OF WINNEBAGO

MEMORANDUM

Prepared By:	Joseph Dienberg, Village Administrator
To:	Village Board of Trustees
Date:	10/15/2025
Subject:	Personnel Policy 9-2 Amendment

Background:

At the September 17th, 2025 Village Board Meeting, the Village Board adopted an ordinance to join the Intergovernmental Personnel Benefit Cooperative (IPBC), An organization that reduces our employees exposure to claims, keeping insurance premiums at a reliable level, versus having drastic and inconsistent increases year to year based on the Village's employee population.

As a part of the implementation of IPBC, the staff is reevaluating our current policies while building a new program. Two items that were not in our Personnel Policy Section 9-2 Group Medical Insurance, is changing the effective date of the plan to the date of hire, rather than the current policy, which is, "Coverage becomes effective on the first of the month following thirty (30) days of employment." The current policy can leave new hires uninsured for an amount of time, and as a part of the Village's Strategic Planning focus groups, this was a common refrain from staff, that benefits take more time to become effective. IPBC offers day of hire eligibility, reducing the gap in coverage, and allowing for immediate coverage for employees.

The second item is offering retirees to stay with the village's group insurance until they reach Medicare eligibility. Currently, once an employee retires, they are responsible for finding and securing their own insurance coverage during the gap between employment and Medicare eligibility, which can often lead to significant cost increases and disruption in care. By allowing retirees to stay with the Village's plan — with the understanding that they would pay the full premium cost — we provide a smoother and more predictable transition into retirement, helping long-term employees maintain continuity of care with their providers and reducing the administrative and financial burdens associated with seeking new coverage. Additionally, removing the barrier of post-employment coverage may allow some employees who are otherwise ready to retire to do so without the concern of losing affordable health insurance, creating new opportunities for succession planning and organizational growth.

Recommended Revision to Section 9-2 Group Medical Insurance

The Village provides regular full-time employees and all eligible dependents with group medical insurance under the terms specified in the Village of Winnebago Group Medical Insurance policy documents as adopted by the Board from time to time.

The Village will cover 90% of the health insurance premium cost for regular full-time employees and their eligible dependents. The employee portion of the health insurance premium cost will be 10%.

The Village Administrator is responsible for negotiating group medical insurance plans on behalf of the Village. It is his/her responsibility to secure plans that provide comprehensive coverage for employees while ensuring that the plans are fiscally responsible and sustainable for the Village. The Village Administrator with consultation with the Administration Team and Department Heads will make recommendations to the Village Board as soon as possible for final approval.

Coverage becomes effective **upon their date of hire.** ~~on the first of the month following thirty (30) days of employment.~~ Specific benefits of the plan are described in insurance brochures provided to each employee by the Village. Annually, there is an open enrollment period during which an employee may elect to change coverage; typically thirty (30) days prior to plan year end date. Medical coverage may be continued during an approved leave of absence at the employee's expense in accordance with applicable law and/or at the discretion of the Village Board. Employee's payment of insurance premium shall be paid by the first of each month.

Employees who retire directly from Village employment and are receiving an Illinois Municipal Retirement Fund (IMRF) pension shall be eligible to continue participation in the Village's group medical insurance plan until they become eligible for Medicare. Retirees shall be responsible for payment of one hundred percent (100%) of the premium cost. Retiree coverage shall mirror the medical insurance benefits offered to active employees, subject to the terms and conditions of the Village's group medical insurance policy documents.

Agenda Item Executive Summary

Item Name	A RESOLUTION AUTHORIZING THE EXPENDITURE FOR THE JULY 3, 2026 FIREWORKS DISPLAY	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The Village of Winnebago will host a professional fireworks display on July 3, 2026, as part of its Independence Day celebrations. The display will be provided by Pyrotecnico at a cost of $19,420. This expenditure is consistent with previous years and reflects no substantial increase in cost. Fundraising efforts will help offset a portion of the expense. This resolution ensures the continuation of this valued community tradition.

ATTACHMENTS (PLEASE LIST)

Resolution, Fireworks Proposal with Exhibit, Contract

ACTION REQUESTED

☐For Discussion Only

☒Resolution

☐Ordinance

☒Motion:

MOTION:

Staff: Kyle Okubo, Community Development Intern Date: 10/15/2025

RESOLUTION NO. 2025-____R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PYROTECNICO FIREWORKS FOR THE 2026 INDEPENDENCE DAY DISPLAY

WHEREAS, the Village of Winnebago annually hosts an Independence Day celebration as a community event promoting civic pride and family enjoyment; and

WHEREAS, the year 2026 marks the 250th Anniversary of the United States of America's Independence, a historic milestone to be commemorated nationwide; and

WHEREAS, Pyrotecnico Fireworks has submitted a proposal, attached as "Exhibit A" to provide a professionally choreographed, fully electronic aerial fireworks display on **July 3, 2026**, lasting approximately **24 to 25 minutes**; and

WHEREAS, the Pyrotecnico Fireworks proposal includes all materials, firing equipment, computer-designed choreography, insurance, and licensed pyrotechnicians; and

WHEREAS, the total cost of the proposed display is Nineteen Thousand Four Hundred Twenty Dollars ($19,420.00); and

WHEREAS, the Village Board of Trustees finds it in the best interest of the Village to authorize the agreement with Pyrotecnico Fireworks for the production of the 2026 Independence Day fireworks display.

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

SECTION I: AUTHORIZATION

The Village Administrator is hereby authorized to execute an agreement with Pyrotecnico Fireworks, of New Castle, Pennsylvania, in the amount of $19,420.00, for the July 3, 2026 fireworks display, subject to review and approval by the Village Attorney.

APPROVED BY: _____

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

ATTEST:

_____
Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____



Village of Winnebago

Winnebago IL

July 3, 2026



OUR CORE VALUES

We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Ensuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.



YOUR EVENT TEAM







Stephen Vitale - President & CEO - svitale@pyrotecnico.com
As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Liberatore - Vice President Director of Sales - cliberatore@pyrotecnico.com
Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Riley Pakosz – Account Manager - rpakosz@pyrotecnico.com
Riley services client accounts, making sure that all aspects of your program are completed in a timely manner.

Wanda Schoof – Sales Coordinator – wschoof@pyrotecnico.com
Wanda aids Michael in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.

Leigh Ann Hagerty - Sales Coordinator - lhagerty@pyrotecnico.com
David aids Michael in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.

PYROTECNICO™

PROPOSAL

Client: Village of Winnebago

Event Date: July 3, 2026

Prepared for: Kellie Symonds

Type of Show: Choreographed Firework display – 100% electronic fired

Length of Show: 24 to 25 minutes

Type of Pyrotechnic Effects: Aerial Display Shells

Proposal Includes:

Licensed Professional Pyrotechnicians
All Fireworks Material Necessary to the Production
All Firing Equipment Necessary to the Production
Computer-Designed Choreography
Professionally engineered soundtrack
$5,000,000 Public Liability Insurance
Workers Compensation Insurance
All Transportation Expenses

Proposal Cost: $19,420



PRICING

DETAILS

July 3 Approximately 553 Aerial Shells & 800 Barrage Shots ranging from 1" to 5" in size July

GRAND TOTAL

July 3: $19,420.00





Clients

Corporate

Allstate
Amway
Anheuser-Busch
Caterpillar
Firestone
McDonald's
Miller Brewing
Nike
Sears
State Farm
Target
Toyota

Special Events

After School Matters
Chicago Air & Water Show
Gay Games
Great Lakes Naval Station Celebration
Make a Wish Foundation
NHL Winter Classic
Riccardo Muti and CSO
Taste of Chicago

Sports

Chicago White Sox
Kansas City Royals
Milwaukee Brewers
Texas Rangers
Indy Racing League
NASCAR Nextel Cup
Chicago Bears
Green Bay Packers
Chicago Bulls

International

Aruba Fireworks Festival, Aruba
Guantanamo Bay Celebration, Cuba
Les Grands Feux-Loto Quebec, Canada
Okinawa Fireworks Festival, Japan
Seoul International Fireworks Festival, South Korea
Singapore Fireworks Festival, Singapore
Singapore National Day, Singapore
Trinidad and Tobago Diwali Festival of Lights, Trinidad and Tobago
World Pyro Olympics, Philippines

Concerts

Aerosmith
Justin Bieber
Electric Daisy Carnival
Kings of Leon
Lollapalooza
Post Malone
Nicki Minaj
Skrillex
String Cheese Incident
Justin Timberlake
Tyler, the Creator
The Weeknd
Zedd

University Sports

Northwestern University
Purdue University
University of Notre Dame
Western Michigan University

©2022 Pyrotecnico Fireworks®

This proposal is intended to give an approximate show design and description. Please contact your Pyrotecnico Event Producer with any questions or concerns.

International Awards and Recognition by Pyrotecnico

Gold Jupiter, L'International des Feux Loto-Quebec, Montreal, Canada (2006)

1st Place, Shanghai International Music Fireworks Festival, Shanghai, China (2007)

1st Place, L'International des Feux Loto-Quebec, Montreal, Canada (2008)

3rd Place, L'International des Feux Loto-Quebec, Montreal, Canada (2009)

3rd Place, DaNang International Fireworks Competition, DaNang, Vietnam (2010)

1st Place, Hanabi World Cup, Nagasaki, Japan (2010)

Pyrotechnics Guild International Best Commercial Display, Appleton, WI (2010)

Silver Award, Busan Fireworks Festival, Busan, Korea (2011)

Best of Festival, Globalfest, Calgary, Canada (2012)

People's Choice Award, Globalfest, Calgary, Canada (2013)

Kid's Choice Award, Globalfest, Calgary, Canada (2013)

1st Place, DaNang International Fireworks Competition, DaNang, Vietnam (2013)

3rd Place, DaNang International Fireworks Competition, DaNang, Vietnam (2015)

Exhibition, Seoul International Fireworks Festival, Seoul, South Korea (2015)

Bronze Jupiter, L'International des Feux Loto-Quebec, Montreal, Canada (2018)









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YOUR SHOW

We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.
•On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Riley Pakosz | Account Manager
800.771.7976 (Office)
219.393.9082 (Cell)

Agenda Item Executive Summary

Item Name	A RESOLUTION TO APPROVE THE STATE OF ILLINOIS, CENTRAL MANAGEMENT SERVICE CONTRACT FOR JPMC ROCK SALT BULK, FY26, CONTRACT NO. 25-416CMS-BOSS4-P-85804	Committee or Board	Board

BUDGET IMPACT			
Amount:	$24,617.47 - $36,926.21	*Budgeted:*	N/A
List what fund:	01-42-514		

EXECUTIVE SUMMARY

The Village has participated in the state purchase for road salt for several years. This results in competitive fixed rate pricing, increased reliability of delivery and reduced administrative burden to the village. By participating in the survey process and providing estimated volumes, the Village has committed to taking delivery of a minimum of 80% of the estimated volumes. The Village can purchase up to 120% of the estimated volumes at the contract price.

The contract for the upcoming winter season has been officially awarded to **Morton Salt Inc.** at a rate of **$87.42 per ton**. As part of the agreement, the Village is obligated to purchase a **minimum of 80%** of its estimated order of 352 tons, which equates to **281.6 tons**. This represents a **minimum expenditure of $24,617.47**. The Village may also purchase up to **120% of the estimated volume**—a total of 422.4 tons—at the same contract rate, with a **maximum potential cost of $36,926.21**.

This document serves to acknowledge the confirmed details of the road salt contract for the 2025-2026 winter season.

ATTACHMENTS (PLEASE LIST)

Resolution for Salt Contract, Terms of Purchase for Salt Contract

ACTION REQUESTED

☐For Discussion Only

☒ Resolution

☐ Ordinance

☒ Motion:

MOTION:

Staff: Kyle Okubo, Community Development Intern Date: 10/15/2025

RESOLUTION NO. 2025- _____R

A RESOLUTION TO APPROVE THE STATE OF ILLINOIS, CENTRAL MANAGEMENT SERVICE CONTRACT FOR JPMC ROCK SALT BULK, FY26, CONTRACT NO. 25-416CMS-BOSS4-P-85804

WHEREAS, The Village of Winnebago utilizes a state bid process to obtain most favorable pricing and availability for road salt; and

WHEREAS, The state bidding process reduces the administrative burden on the village and provides fixed delivered pricing; and

WHEREAS, The Village is obligated to purchase 80% of their estimated usage in the contract period; and the fixed delivered pricing is valid for purchases up to 120% of the estimate amount; and

WHEREAS, Orders for truck load quantities are placed throughout the contract period; and

WHEREAS, Order period is October 1, 2025 – September 30, 2026; and

WHEREAS, The contract, as detailed in the attached Exhibit "A", provides full details of the agreement; and

WHEREAS, The Village is obligated to take delivery of the specified volumes by participating in the service contract.

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

SECTION I

The recitals set forth above are incorporated herein and made a part hereof.

SECTION II

The Board takes and approves the following actions; Approval of the State of Illinois, Central Management Service Contract for JPMC Rock Salt Bulk, FY26, Contract No. 25-416CMS-BOSS4-P-85804.

Acknowledges the Vendor for this contract year is Morton Salt Inc., 444 West Lake Street, Suite 2900, Chicago, IL 60606.

Acknowledges the purchase price for this contract is $87.42 per ton delivered to the Village of Winnebago.

Acknowledges the Village is obligated to purchase a minimum of 281.6 tons ($24,617.47) of road salt and the price is valid up to 422.4 tons ($36,926.21).

Acknowledges the spending up to $36,926.21, which covers the commitment of 422.4 tons, with orders which will be placed during the time frame of this contract, from the General Fund -Line #01-42-514.

SECTION III

This resolution shall be effective immediately upon its passage, approval, and publication in pamphlet form as provided by law.

APPROVED BY: _____

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

ATTEST:

_____
Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

Central Management Services

Contract

JPMC Rock Salt, Bulk FY26

25-416CMS-BOSS4-P-85804

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

1. SCOPE OF WORK

1.1. OVERVIEW AND PURPOSE:

To establish a joint purchase master contract (JPMC) for bulk rock salt to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The vendor will provide bulk rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

1.2.2.1. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation

Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.2.2. Rock Salt shall be free flowing fresh stock. Reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.3.1. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.3.2. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.3.3. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.3.4. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.3.5. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment

will be met once the 300(0.8) = 240 tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

1.2.4.1. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

1.2.4.2. The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

1.2.4.3. Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

1.2.4.4. Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). The vehicle will be weighed on a second independent Department of Agriculture certified scale used for the initial independent weight check. If the second independent weight check (IWC2) is within the 600-pound tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket to the checked delivered

net weight as determined by the initial independent vehicle weight check (IWC1).

1.2.4.5. Method of Measurement: The State will also adjust the method of measurement for subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks (ICW1). The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$A = [1.0 - (B - C) / B]$; Where $A < 1.0$ and $B - C > 600$

Where: A = Adjustment factor

B = Net weight shown on the delivery ticket from Vendor

C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

Should the Vendor elect to challenge the results of the independent weight check, the State will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Vendor furnishes the State with written documentation that the source scale has been calibrated within seven calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the

source scale was not within the specified Department of Agriculture tolerance.

1.2.4.6. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

1.2.4.6.1. When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less $5.00 per ton.

1.2.4.6.2. When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less $10.00 per ton.

1.2.4.6.3. When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

1.2.5.1. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All

other governmental units will use their own purchase order system.

1.2.5.2. Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.

1.2.5.3. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.

1.2.5.4. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.

1.2.5.5. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.

1.2.5.6. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.

1.2.5.7. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

1.2.5.8. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day. Storage for all post season orders shall not exceed a period of six (6) months.

1.2.5.9. Maximum Overage Tonnage Allowed for Quantity Commitments: The Vendor shall deliver within one full truck load of 22-25 tons for each governmental unit's total quantity commitments. All governmental units will be required to pay for any overage tons delivered over the quantity commitment and within the full truck load of 22-25 tons. If the Vendor should deliver more than the max. allowed, then the governmental unit will have the option to request that the Vendor pick up the tonnage amount of rock salt to meet the maximum overage tonnage at no cost to the governmental unit.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.

1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all governmental units and not-for-profit agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) Number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXX	XXX	XXXXXX
2	XXXXXXXX	XXX	XXXXXX

1.4. VENDOR/STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

1.4.2.2.1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

1.4.2.2.2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Stockpiles must be securely covered within 10 calendar days of the required 100% staging dates listed above. This may be accomplished by storing the material in a building or covering it with a waterproof material (generally a tarp) that is sufficiently secured to withstand damage from wind. Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.

1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.

1.5.5. Delivery Tickets: Each Vendor and subcontractor shall have an automatic printer to record the gross weight of rock salt. The automatic printer shall be an integral part of the scale equipment, or the scale and printer shall be directly connected in a manner that will prohibit the manual entry of gross weights. Tare and net weights shall be shown on weigh tickets and may be printed automatically or entered manually. The State reserves the right to immediately, and without notice to Vendor or subcontractor, take action to remedy Vendor failure of automatic printing. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure all weights and measures are correct. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

1.5.6. Delivery Requirements: All truck loads shall be covered with weatherproof material (generally a tarp). Any truck loads not covered may be rejected at the delivery site. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.

1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.

1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may

be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING:

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

*See attached subcontractor list

- Subcontractor Name: Click here to enter text

  Amount to Be Paid: Click here to enter text

  Address: Click here to enter text

  Description of Work: Click here to enter text

- Subcontractor Name: Click here to enter text

  Amount to Be Paid: Click here to enter text

  Address: Click here to enter text

  Description of Work: Click here to enter text

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location.

If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

*see attached stockpile list

- Location where services will be performed: Click here to enter text
- Value of services performed at this location: Click here to enter text

- Location where services will be performed: Click here to enter text
- Value of services performed at this location: Click here to enter text

2. PRICING

2.1. **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.2. **VENDOR'S PRICING:** Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this contract the BidBuy Purchase Order as it contains the agreed pricing.

2.2.1. Pricing must include all costs shipped F.O.B. destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.3. **GOVERNMENT ACTIONS:** A price adjustment may be requested from the Vendor following the execution date of this Contract due to unforeseeable government actions including tariffs, duties or similar governmental charges that are beyond the control of either Party. The additional governmental charges will be added to the invoice as a separate line item.

2.3.1. Verifiable documentation of such changes, including but not limited to, invoices, published price lists or official price bulletins, etc., from the Vendor's supplier, will be provided with the request for economic adjustment in order to substantiate any requested change. The State reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, as published by the US Department of Labor, Bureau of Labor Statistics). The State also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

2.3.2. The claim for such adjustment must include a certification from the manufacturer/supplier verifying the actual cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the Vendor. No increase or change in the Vendor's overhead, profit or other factors will be approved. Vendor shall not be entitled to apply any governmental charges without first obtaining approval of such request from the Department of Central Management Bureau of Strategic Sourcing.

2.3.3. At the sole discretion of the Agency, if the government action that warranted a price adjustment granted under this Section is rescinded, the price shall automatically revert to the previous contract price, without notice to the Vendor.

2.4. **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1. **TERM OF THIS CONTRACT:** The contract will have an initial term commencing upon October 1, 2025 or the last dated signature of the Parties, whichever is later and ending on September 30, 2026. In no event will the maximum total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2. **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.3. TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.4. AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

4.1.1. LATE PAYMENT: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2. MINORITY CONTRACTOR INITIATIVE: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3. EXPENSES: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this

contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*https://labor.illinois.gov*) to ensure understanding of prevailing wage requirements.

4.1.5. FEDERAL FUNDING: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2. Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the

procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5. TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6. NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7. FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8. CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently

developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9. USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10. INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11. INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12. INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13. SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14. COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15. BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16. APPLICABLE LAW:

4.16.1. PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2. EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4. OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18. CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief

Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19. EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20. NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21. MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22. PERFORMANCE RECORD/SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24. SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25. WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27. EMPLOYEMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

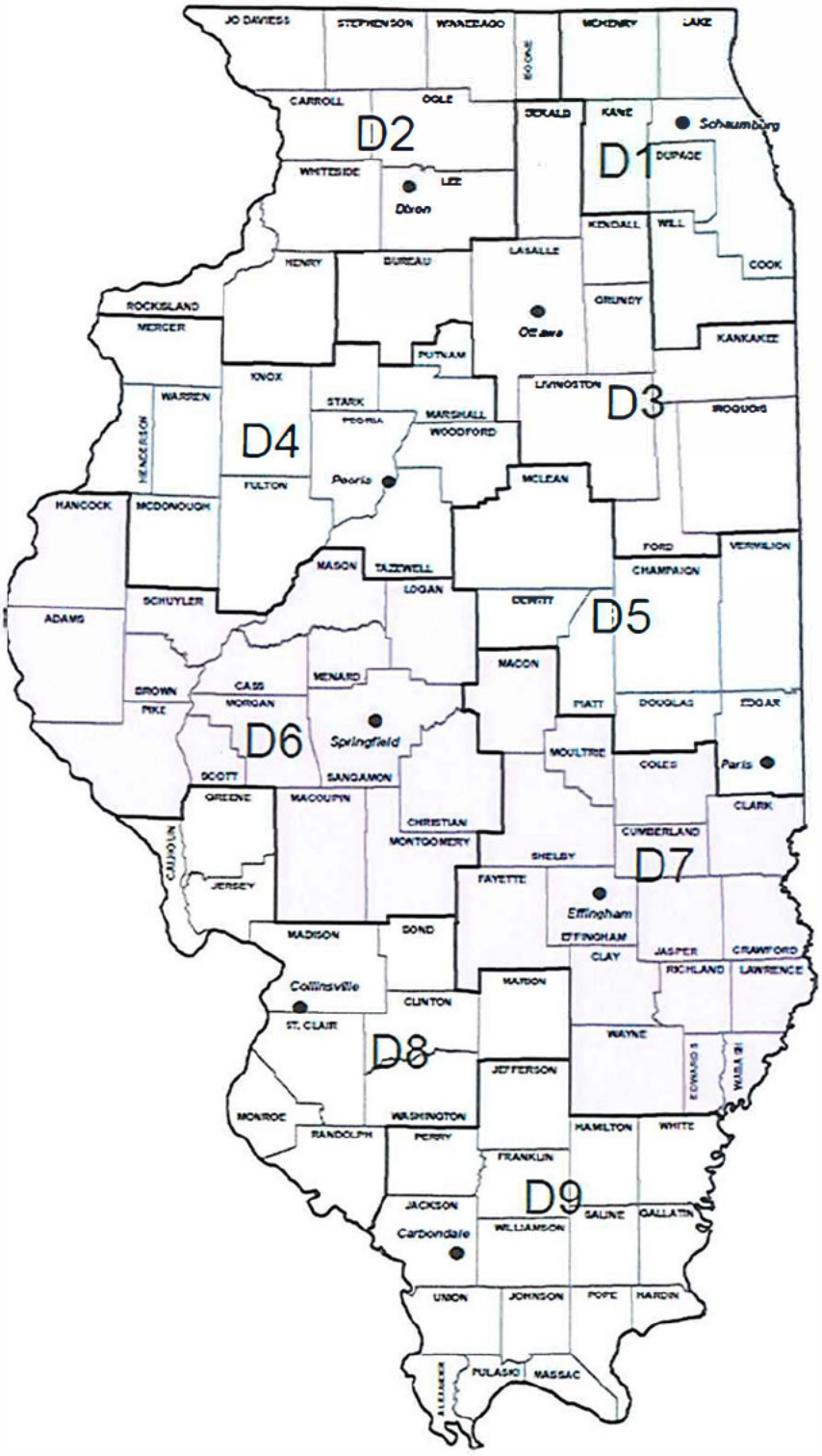
☒ Other (describe)

5.10 Districts are defined as follows:

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
COOK	BOONE	BUREAU	FULTON	CHAMPAIGN
DUPAGE	CARROLL	DEKALB	HENDERSON	DEWITT
KANE	HENRY	FORD	KNOX	DOUGLAS
LAKE	JO DAVIESS	GRUNDY	MARSHALL	EDGAR
MCHENRY	LEE	IROQUOIS	MCDONOUGH	MCCLEAN
WILL	OGLE	KANKAKEE	MERCER	PIATT
	ROCK ISLAND	KENDALL	PEORIA	VERMILLION
	STEPHENSON	LASALLE	PUTNAM	
	WHITESIDE	LIVINGSTON	STARK	
	WINNEBAGO		TAZEWELL	
			WARREN	
			WOODFORD	

DISTRICT 6	DISTRICT 7	DISTRICT 8	DISTRICT 9	
ADAM	CLARK	BOND	ALEXANDER	
BROWN	CLAY	CALHOUN	FRANKLIN	
CASS	COLES	CLINTON	GALLATIN	
CHRISTIAN	CRAWFORD	GREEN	HAMILTON	
HANCOCK	CUMBERLAND	JERSEY	HARDIN	
LOGAN	EDWARDS	MADISON	JACKSON	
MACOUPIN	EFFINGHAM	MARION	JEFFERSON	
MASON	FAYETTE	MONROE	JOHNSON	
MENARD	JASPER	RANDOLPH	MASSAC	
MONTGOMERY	LAWRENCE	ST. CLAIR	PERRY	
MORGAN	MACON	WASHINGTON	POPE	
PIKE	MOULTRIE		PULASKI	
SANGAMON	RICHLAND		SALINE	
SCHUYLER	SHELBY		UNION	
SCOTT	WABASH		WHITE	
	WAYNE		WILLIAMSON	

5.11 Illinois District Map



6. ATTACHMENTS

6.1. Financial Disclosures (including Illinois Procurement Gateway print-off if applicable)

6.2. Business Enterprise Program Utilization Plan

Central Management Services

JPMC Rock Salt, Bulk FY26

25-416CMS-BOSS4-P-85804

VENDOR

Vendor Name: Morton Salt, Inc.	Address (City/State/Zip): Chicago, IL 60606
Signature:	Phone: 855-665-4540
Printed Name: Anthony T. Patton	Email: bids@mortonsalt.com
Title: Director Bulk Deicing US Government Sales	Date: 7-21-2025

STATE OF ILLINOIS

Purchasing Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson Street	
City, State ZIP: Springfield, IL 62702	
Official Signature	Date: 9/29/25
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Procurement Officer	

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 25-416CMS-BOSS4-R-266410
- Project Title: JPMC Rock Salt, Bulk FY26
- Contract #: 25-416CMS-BOSS4-P-85804
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 25-416CMS-BOSS4-B-48267
- BidBuy / Bulletin Publication Date: 06/20/2025
- Award Code: A
- Subcontractor Utilization? X Yes ☐No Subcontractor Disclosure? X Yes ☐No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes X No Percentage:
- Minority Owned Business? ☐ Yes X No Percentage:
- Women Owned Business? ☐ Yes X No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes X No Percentage:
- Veteran Owned Small Business? ☐ Yes X No Percentage:
- Other Preferences?

CERTIFICATION

The undersigned, being the Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;

ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and

iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 07/21/2025

Winnie Kuo
Assistant Secretary
Morton Salt, Inc.



Central Management Services

Contract

JPMC Rock Salt, Bulk FY26

25-416CMS-BOSS4-P-85804

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

1. SCOPE OF WORK

1.1. OVERVIEW AND PURPOSE:

To establish a joint purchase master contract (JPMC) for bulk rock salt to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The vendor will provide bulk rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

1.2.2.1. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation

Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.2.2. Rock Salt shall be free flowing fresh stock. Reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.3.1. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.3.2. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.3.3. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.3.4. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.3.5. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment

will be met once the 300(0.8) = 240 tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

1.2.4.1. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

1.2.4.2. The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

1.2.4.3. Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

1.2.4.4. Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). The vehicle will be weighed on a second independent Department of Agriculture certified scale used for the initial independent weight check. If the second independent weight check (IWC2) is within the 600-pound tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket to the checked delivered

net weight as determined by the initial independent vehicle weight check (IWC1).

1.2.4.5. Method of Measurement: The State will also adjust the method of measurement for subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks (ICW1). The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$A = [1.0 - (B - C) / B]$; Where $A < 1.0$ and $B - C > 600$

Where: A = Adjustment factor

B = Net weight shown on the delivery ticket from Vendor

C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

Should the Vendor elect to challenge the results of the independent weight check, the State will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Vendor furnishes the State with written documentation that the source scale has been calibrated within seven calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the

source scale was not within the specified Department of Agriculture tolerance.

1.2.4.6. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

1.2.4.6.1. When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less $5.00 per ton.

1.2.4.6.2. When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less $10.00 per ton.

1.2.4.6.3. When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

1.2.5.1. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All

other governmental units will use their own purchase order system.

1.2.5.2. Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.

1.2.5.3. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.

1.2.5.4. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.

1.2.5.5. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.

1.2.5.6. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.

1.2.5.7. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

1.2.5.8. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day. Storage for all post season orders shall not exceed a period of six (6) months.

1.2.5.9. Maximum Overage Tonnage Allowed for Quantity Commitments: The Vendor shall deliver within one full truck load of 22-25 tons for each governmental unit's total quantity commitments. All governmental units will be required to pay for any overage tons delivered over the quantity commitment and within the full truck load of 22-25 tons. If the Vendor should deliver more than the max. allowed, then the governmental unit will have the option to request that the Vendor pick up the tonnage amount of rock salt to meet the maximum overage tonnage at no cost to the governmental unit.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.

1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all governmental units and not-for-profit agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) Number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXX	XXX	XXXXXX
2	XXXXXXXX	XXX	XXXXXX

1.4. VENDOR/STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

1.4.2.2.1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

1.4.2.2.2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Stockpiles must be securely covered within 10 calendar days of the required 100% staging dates listed above. This may be accomplished by storing the material in a building or covering it with a waterproof material (generally a tarp) that is sufficiently secured to withstand damage from wind. Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.

1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.

1.5.5. Delivery Tickets: Each Vendor and subcontractor shall have an automatic printer to record the gross weight of rock salt. The automatic printer shall be an integral part of the scale equipment, or the scale and printer shall be directly connected in a manner that will prohibit the manual entry of gross weights. Tare and net weights shall be shown on weigh tickets and may be printed automatically or entered manually. The State reserves the right to immediately, and without notice to Vendor or subcontractor, take action to remedy Vendor failure of automatic printing. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure all weights and measures are correct. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

1.5.6. Delivery Requirements: All truck loads shall be covered with weatherproof material (generally a tarp). Any truck loads not covered may be rejected at the delivery site. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.

1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.

1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may

be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING:

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

*See attached subcontractor list

- Subcontractor Name: Click here to enter text

  Amount to Be Paid: Click here to enter text

  Address: Click here to enter text

  Description of Work: Click here to enter text

- Subcontractor Name: Click here to enter text

  Amount to Be Paid: Click here to enter text

  Address: Click here to enter text

  Description of Work: Click here to enter text

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location.

If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

*see attached stockpile list

- Location where services will be performed: Click here to enter text
- Value of services performed at this location: Click here to enter text

- Location where services will be performed: Click here to enter text
- Value of services performed at this location: Click here to enter text

2. PRICING

2.1. **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.2. **VENDOR'S PRICING:** Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this contract the BidBuy Purchase Order as it contains the agreed pricing.

2.2.1. Pricing must include all costs shipped F.O.B. destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.3. **GOVERNMENT ACTIONS:** A price adjustment may be requested from the Vendor following the execution date of this Contract due to unforeseeable government actions including tariffs, duties or similar governmental charges that are beyond the control of either Party. The additional governmental charges will be added to the invoice as a separate line item.

2.3.1. Verifiable documentation of such changes, including but not limited to, invoices, published price lists or official price bulletins, etc., from the Vendor's supplier, will be provided with the request for economic adjustment in order to substantiate any requested change. The State reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, as published by the US Department of Labor, Bureau of Labor Statistics). The State also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

2.3.2. The claim for such adjustment must include a certification from the manufacturer/supplier verifying the actual cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the Vendor. No increase or change in the Vendor's overhead, profit or other factors will be approved. Vendor shall not be entitled to apply any governmental charges without first obtaining approval of such request from the Department of Central Management Bureau of Strategic Sourcing.

2.3.3. At the sole discretion of the Agency, if the government action that warranted a price adjustment granted under this Section is rescinded, the price shall automatically revert to the previous contract price, without notice to the Vendor.

2.4. **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1. **TERM OF THIS CONTRACT:** The contract will have an initial term commencing upon October 1, 2025 or the last dated signature of the Parties, whichever is later and ending on September 30, 2026. In no event will the maximum total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2. **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.3. TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.4. AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

4.1.1. LATE PAYMENT: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2. MINORITY CONTRACTOR INITIATIVE: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3. EXPENSES: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this

contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*https://labor.illinois.gov*) to ensure understanding of prevailing wage requirements.

4.1.5. FEDERAL FUNDING: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2. Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the

procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5. TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6. NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7. FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8. CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently

developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9. USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10. INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11. INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12. INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13. SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14. COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15. BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16. APPLICABLE LAW:

4.16.1. PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2. EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4. OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18. CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief

Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19. EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20. NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21. MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22. PERFORMANCE RECORD/SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24. SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25. WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27. EMPLOYEMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

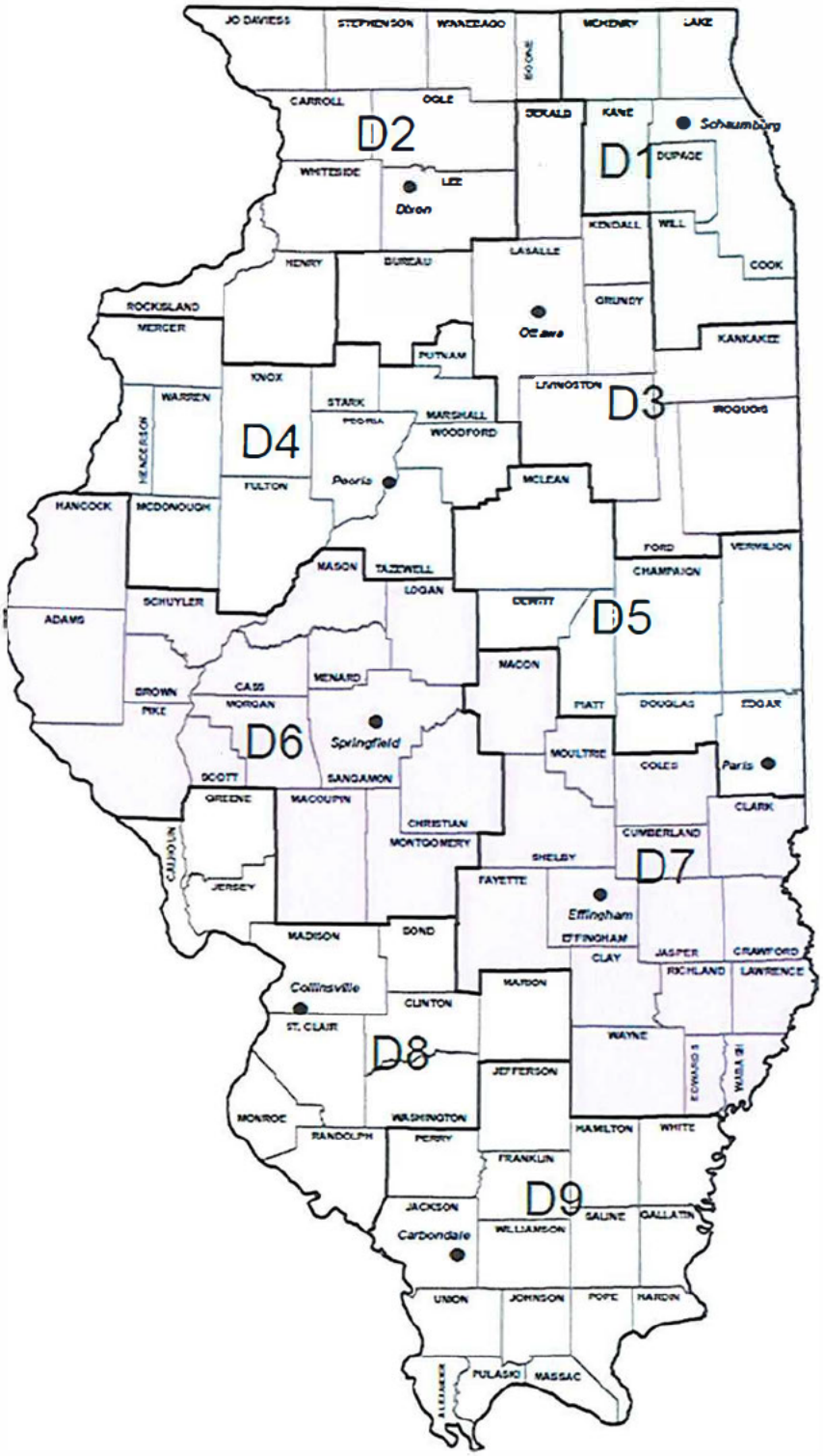
☒ Other (describe)

5.10 Districts are defined as follows:

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
COOK	BOONE	BUREAU	FULTON	CHAMPAIGN
DUPAGE	CARROLL	DEKALB	HENDERSON	DEWITT
KANE	HENRY	FORD	KNOX	DOUGLAS
LAKE	JO DAVIESS	GRUNDY	MARSHALL	EDGAR
MCHENRY	LEE	IROQUOIS	MCDONOUGH	MCCLEAN
WILL	OGLE	KANKAKEE	MERCER	PIATT
	ROCK ISLAND	KENDALL	PEORIA	VERMILLION
	STEPHENSON	LASALLE	PUTNAM	
	WHITESIDE	LIVINGSTON	STARK	
	WINNEBAGO		TAZEWELL	
			WARREN	
			WOODFORD	

DISTRICT 6	DISTRICT 7	DISTRICT 8	DISTRICT 9	
ADAM	CLARK	BOND	ALEXANDER	
BROWN	CLAY	CALHOUN	FRANKLIN	
CASS	COLES	CLINTON	GALLATIN	
CHRISTIAN	CRAWFORD	GREEN	HAMILTON	
HANCOCK	CUMBERLAND	JERSEY	HARDIN	
LOGAN	EDWARDS	MADISON	JACKSON	
MACOUPIN	EFFINGHAM	MARION	JEFFERSON	
MASON	FAYETTE	MONROE	JOHNSON	
MENARD	JASPER	RANDOLPH	MASSAC	
MONTGOMERY	LAWRENCE	ST. CLAIR	PERRY	
MORGAN	MACON	WASHINGTON	POPE	
PIKE	MOULTRIE		PULASKI	
SANGAMON	RICHLAND		SALINE	
SCHUYLER	SHELBY		UNION	
SCOTT	WABASH		WHITE	
	WAYNE		WILLIAMSON	

5.11 Illinois District Map



6. ATTACHMENTS

6.1. Financial Disclosures (including Illinois Procurement Gateway print-off if applicable)

6.2. Business Enterprise Program Utilization Plan

Central Management Services

JPMC Rock Salt, Bulk FY26

25-416CMS-BOSS4-P-85804

VENDOR

Vendor Name: Morton Salt, Inc.	Address (City/State/Zip): Chicago, IL 60606
Signature:	Phone: 855-665-4540
Printed Name: Anthony T. Patton	Email: bids@mortonsalt.com
Title: Director Bulk Deicing US Government Sales	Date: 7-21-2025

STATE OF ILLINOIS

Purchasing Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson Street	
City, State ZIP: Springfield, IL 62702	
Official Signature	Date: 9/29/25
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Procurement Officer	

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 25-416CMS-BOSS4-R-266410
- Project Title: JPMC Rock Salt, Bulk FY26
- Contract #: 25-416CMS-BOSS4-P-85804
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 25-416CMS-BOSS4-B-48267
- BidBuy / Bulletin Publication Date: 06/20/2025
- Award Code: A
- Subcontractor Utilization? **X** Yes ☐ No Subcontractor Disclosure? **X** Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes **X** No Percentage:
- Minority Owned Business? ☐ Yes **X** No Percentage:
- Women Owned Business? ☐ Yes **X** No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes **X** No Percentage:
- Veteran Owned Small Business? ☐ Yes **X** No Percentage:
- Other Preferences?

CERTIFICATION

The undersigned, being the Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;

ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and

iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 07/21/2025

Winnie Kuo
Assistant Secretary
Morton Salt, Inc.

MORTON SALT, INC. CORPORATE SEAL 2010 DELAWARE *

Agenda Item Executive Summary

Item Name	A RESOLUTION AUTHORIZING THE TRANSITION OF INTERNET SERVICE FROM COMCAST TO SILO COMMUNICATIONS	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The attached resolution authorizes the transition of internet and telephone services for the Village of Winnebago from Comcast Business to Silo Communications. Comcast's increasing costs and performance limitations prompted the evaluation of alternative providers. Silo Communications has presented a fiber-based solution offering significantly enhanced reliability, bandwidth, and local customer support. The new service includes a 1G/1G Metro Ethernet connection across three key Village locations and 500mbps connectivity at the Well House.

The contract term is five (5) years, with a one-year opt-out clause. Equipment can be purchased or leased with a $0 buyout option after the lease term. The proposal includes both installation and programming costs and aligns with the Village's current and future communication infrastructure needs. The transition will take place following legal review of the contract and upon execution by the Village Administrator, who is authorized to manage the agreement.

ATTACHMENTS (PLEASE LIST)

Resolution, Silo Communications Quote

ACTION REQUESTED

☐For Discussion Only

☒Resolution

☐Ordinance

☒Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2025-__R, A RESOLUTION AUTHORIZING THE TRANSITION OF INTERNET SERVICE FROM COMCAST TO SILO COMMUNICATIONS

Staff:	Joseph Dienberg, Village Administrator	Date:	10/15/2025

RESOLUTION NO. 2025-____R

RESOLUTION AUTHORIZING THE TRANSITION OF INTERNET SERVICE FROM COMCAST TO SILO COMMUNICATIONS

WHEREAS, the Village of Winnebago currently utilizes Comcast Business for internet and telephone services, which has become increasingly costly and less aligned with the Village's operational needs; and

WHEREAS, Silo Communications has provided a proposal for a fiber-based internet and VoIP telephone solution that offers enhanced reliability, performance, and local support at a more favorable rate for the Village, as reflected in the attached quote (Exhibit A); and

WHEREAS, the proposed agreement with Silo Communications will provide a five (5) year service term, with a one (1) year opt-out option available after the first year of service; and

WHEREAS, the formal service contract will be provided separately and reviewed by the Village Attorney prior to execution to ensure compliance with all applicable laws and procurement standards; and

WHEREAS, it is in the best interest of the Village to authorize the Village Administrator to complete the transition and manage the related service agreements;

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

SECTION I: AUTHORIZATION

The Village Administrator is hereby authorized to execute all necessary agreements, contracts, and documentation related to the transition from Comcast Business to Silo Communications for internet and telephone services. The Village Administrator is further authorized to manage and oversee the account, services, and ongoing relationship with Silo Communications on behalf of the Village.

SECTION II: REVIEW BY VILLAGE ATTORNEY

This authorization shall be contingent upon review and approval of all related documents by the Village Attorney.

SECTION III: EFFECTIVE DATE

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

APPROVED BY: _____

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

ATTEST:

_____
Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

QUOTATION

Customer	Village of Winnebago 108 W Main St Winnebago, IL 61088
Contact	Nicholas Haff
PO / Project Name	Village of Winnebago
Quote Date	09/15/2025
Expires	10/15/2025

Silo Communications

(815) 457-7456 | (833) 457-SILO

www.silocomm.net
help@silocomm.net

Qty	Description	Term	Rate	Total/MRC
10.00	***PURCHASE*** Yealink, SIP-T58W-PRO, IP Phone, Bluetooth Handset, Touch Screen		$369.00	$3,690.00
2.00	***PURCHASE*** Yealink, EX-50 Expansion Module, 60 Keys, Color Display		$119.00	$238.00
10.00	***LEASE*** Yealink, SIP-T58W-PRO, IP Phone, Bluetooth Handset, Touch Screen	12 mo	$8.50	$85.00
2.00	***LEASE*** Yealink, EX-50 Expansion Module, 60 Keys, Color Display	12 mo	$2.50	$5.00
12.00	DID local number, port-in		$21.00	$252.00
	Business Bandwidth 500mbps/500mbps - 400 E McNair Rd (Well House) (1) Public IP Address ***Customer to provide router/switch***	60 mo		$155.00
	Metro Ethernet W/Bandwith 1000mbps/1000mbps (3) Locations ● 108 W Main St ● 600 W Soper St ● Police Garage (1) Public IP Address ***Customer to provide router/switch at each location***	60 mo		$390.00
1.00	Install Charge/Phone programming			$1,500.00

Notes
- Phone lease: $0 buy out after 60 months - Customer to use existing networking gear - Sales tax not included on this quote for phone purchase option - Install fee is total for all locations, 12 month trial period, after month 12, full contract in effect

Agenda Item Executive Summary

Item Name	AN ORDINANCE CORRECTING SCRIVENERS' ERRORS TO ORDINANCE 2025-11, AN ORDINANCE AMENDING SECTION 6.13.03 OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE VILLAGE OF WINNEBAGO REGARDING FENCE REQUIREMENTS	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The attached ordinance corrects a clerical error in Ordinance No. 2025-11, which amended Section 6.13.03 of the Unified Development Ordinance regarding fence requirements. Specifically, Section I(10)(d) incorrectly referenced Ordinance No. 2018-14. The correct reference should have been to Ordinance No. 2018-13, which relates to residential landscape regulations and public health ordinances. This amendment ensures that the proper continuity and legal effect of the Unified Development Ordinance is maintained, correcting a non-substantive scrivener's error without changing the original intent or application of Ordinance 2025-11.

THIS ORDINANCE DID NOT HAVE A FIRST READING. THE BOARD WILL NEED TO MOTION TO WAIVE FIRST READING REQUIREMENTS.

ATTACHMENTS (PLEASE LIST)

Ordinance

ACTION REQUESTED

☐For Discussion Only

☐Resolution

☒Ordinance

☒Motion:

MOTION: I MOVE TO APPROVE ORDINANCE 2025-__, AN ORDINANCE CORRECTING SCRIVENERS' ERRORS TO ORDINANCE 2025-11, AN ORDINANCE AMENDING SECTION 6.13.03 OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE VILLAGE OF WINNEBAGO REGARDING FENCE REQUIREMENTS

Staff:	Joseph Dienberg	Date:	10/15/2025

ORDINANCE NO. 2025-__

ORDINANCE CORRECTING SCRIVENERS' ERRORS TO ORDINANCE 2025-11, AN ORDINANCE AMENDING SECTION 6.13.03 OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE VILLAGE OF WINNEBAGO REGARDING FENCE REQUIREMENTS

WHEREAS, the Village of Winnebago Board of Trustees previously passed Ordinance No. 2025-11, entitled "An Ordinance Amending Section 6.13.03 of the Unified Development Ordinance of the Village of Winnebago Regarding Fence Requirements"; and

WHEREAS, Section I(10)(d) of said Ordinance references Ordinance No. 2018-14, titled "An Ordinance Certifying Results of the April 2, 2019 Liquor Referendum"; and

WHEREAS, it was recently discovered that such reference was a scrivener's error, as the intended reference was to Ordinance No. 2018-13, entitled "An Ordinance Revoking, Replacing and Superseding Residential Landscape Ordinance (No. 00-06) and Amending Public Health Regulations Ordinance (No. 308)"; and

WHEREAS, it was never the intention of the Board of Trustees, in adopting Ordinance No. 2025-11, to reference Ordinance No. 2018-14, but rather to maintain the proper continuity and effect of the Village's Unified Development Ordinance as amended by Ordinance No. 2018-13; and

WHEREAS, it is necessary to correct this clerical or scrivener's error to ensure the legal accuracy and enforceability of Ordinance No. 2025-11.

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

SECTION I – CORRECTION OF SCRIVENER'S ERROR IN SECTION I(10)(d) OF ORDINANCE NO. 2025-11

Section I(10)(d) of Ordinance No. 2025-11 shall be and hereby is amended to correct the scrivener's error contained therein by replacing the reference to "Ordinance No. 2018-14" with the correct reference to "Ordinance No. 2018-13", An Ordinance Revoking, Replacing and Superseding Residential Landscape Ordinance (No. 00-06) and Amending Public Health Regulations Ordinance (No. 308).

SECTION II – CONTINUED EFFECTIVENESS OF OTHER PROVISIONS OF ORDINANCE

All other provisions of Ordinance No. 2025-11, as amended, shall remain in full force and effect.

SECTION III – EFFECTIVE DATE

This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as required by law.

APPROVED this _____ day of _____, 2025

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

ATTEST:

_____
Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

Agenda Item Executive Summary

Item Name	AN ORDINANCE CORRECTING SCRIVENERS' ERRORS FOR LIMITED AGRICULTURE WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, SECTION 6.08.02	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The attached ordinance corrects a clerical omission in Section 6.08.02(4)(a)(iv) of the Unified Development Ordinance, which governs Limited Agriculture regulations. During the September 30, 2025, Zoning Board of Appeals meeting, it was identified that a portion of this section was inadvertently left out of the final published version of the UDO. The missing language—"provided the converted, enlarged, or structurally altered structure meets all other Village zoning and building requirements"—was verified through comparison with prior certified drafts. This correction restores the original meaning and ensures consistency and enforceability of the UDO.

THIS ORDINANCE DID NOT HAVE A FIRST READING. THE BOARD WILL NEED TO MOTION TO WAIVE FIRST READING REQUIREMENTS.

ATTACHMENTS (PLEASE LIST)

Ordinance

ACTION REQUESTED

☐For Discussion Only

☐Resolution

☒Ordinance

☒Motion:

MOTION: I MOVE TO APPROVE ORDINANCE 2025-__, AN ORDINANCE CORRECTING SCRIVENERS' ERRORS FOR LIMITED AGRICULTURE WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, SECTION 6.08.02

Staff: Joseph Dienberg Date: 10/15/2025

ORDINANCE NO. 2025-__

AN ORDINANCE CORRECTING SCRIVENERS' ERRORS FOR LIMITED AGRICULTURE WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, SECTION 6.08.02

WHEREAS, the Village of Winnebago Board of Trustees previously passed Ordinance No. 2019-14, entitled "An Ordinance Providing for Unified Development in the Village of Winnebago, Illinois, Revoking, Replacing and Superseding Ordinance No. 2019-03 Relating to Early Passage of Certified Unified Development Articles, and Revoking Any Other Existing Ordinances or Portions Thereof in Conflict with This New Unified Development Ordinance," establishing comprehensive land use, zoning, and development regulations within the Village; and

WHEREAS, Section 6.08.02 of said Unified Development Ordinance establishes the provisions and requirements for Limited Agriculture within the Village; and

WHEREAS, during the September 30, 2025, Zoning Board of Appeals meeting, it was discovered that a portion of Section 6.08.02(4)(a)(iv) was inadvertently omitted from the published version of the Unified Development Ordinance; and

WHEREAS, subsequent review by Village staff confirmed that the omission was the result of a scrivener's error, and comparison with prior certified drafts of the Unified Development Ordinance revealed the missing phrase necessary to restore the section's intended meaning and effect; and

WHEREAS, the missing language should read as follows: "provided the converted, enlarged, or structurally altered structure meets all other Village zoning and building requirements."; and

WHEREAS, it was never the intent of the Village Board to remove or alter this provision, and correction of this clerical error is necessary to ensure consistency and enforceability within the Unified Development Ordinance.

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

SECTION I – CORRECTION OF SCRIVENER'S ERROR IN SECTION 6.08.02(4)(a)(iv)

Section 6.08.02(4)(a)(iv) of the Unified Development Ordinance of the Village of Winnebago, as adopted by Ordinance No. 2019-14, shall be and hereby is amended to correct the scrivener's error contained therein, and shall read as follows:

6.08.02(4)(a)(iv):
Any residential detached dwellings existing on a given property that is (a) rezoned to Agricultural zoning at the time of pre-annexation to the Village of Winnebago if the property is not contiguous to the corporate limits of the Village of Winnebago at the time the agreement to annex is executed,

or (b) rezoned to Agricultural zoning at the time of annexation to the Village of Winnebago if the property is contiguous to the corporate limits of the Village of Winnebago at the time the agreement to annex is executed, shall be permitted to remain on such property, and such building may be converted, enlarged, or structurally altered provided the converted, enlarged, or structurally altered structure meets all other Village zoning and building requirements.

SECTION II – CONTINUED EFFECTIVENESS OF OTHER PROVISIONS

All other provisions of Ordinance No. 2019-14, as amended, shall remain in full force and effect.

SECTION III – EFFECTIVE DATE

This Ordinance shall be in full force and effect following its passage, approval, and publication in pamphlet form as required by law.

APPROVED BY: _____

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

ATTEST:

_____
Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____