

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 28, 2022 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 880 8640 5092

Written Public Comments Can Be Submitted By 6:15 P.M. on November 28, 2022, to aarteaga@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Meeting November 14, 2022](#) (APPROVE)
 - c. [Warrants \\$568,190.54](#)
 - d. MOTION - A MOTION TO CANCEL THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES SCHEDULED FOR MONDAY, DECEMBER 19, 2022 AND HOLD A SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES ON MONDAY, DECEMBER 12, 2022 (PASS)

NEW BUSINESS

6. [RESOLUTION NO. - A RESOLUTION AUTHORIZING THE PURCHASE OF BULK TREATED ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK DURING THE 2022/2023 WINTER SEASON](#) (ADOPT)

7. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT (ADOPT)
8. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH VARIVERGE, LLC TO PROVIDE PROFESSIONAL UTILITY BILLING SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)
9. ORDINANCE NO. _____ - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF THREE (3) 2022 CHEVROLET MALIBU MOTOR VEHICLES THROUGH LIBERTYVILLE CHEVROLET (PASS)

PRIOR BUSINESS

11. TRUSTEE REPORTS
12. ATTORNEY'S REPORT
13. CLERK'S REPORT
14. ADMINSTRATOR'S REPORT
15. MAYOR'S REPORT
16. EXECUTIVE SESSION
17. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 14, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Trustee Michael Mistele.

2. ROLL CALL

Those physically present at roll call were, Village Clerk Deborah Hahn, Village Trustees Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Greg Ruffolo, Attorney Michael Durkin, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

Present via conference call were Village Trustee Mark Astrella and Village Administrator Sean Halloran.

ABSENT: Mayor Frank Trilla.

A QUORUM WAS DECLARED

3. MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE

Trustee Neal advised that a motion was necessary to appoint Trustee Michael Mistele as Temporary Chairman in the Mayor's absence at tonight's meeting.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to appoint Trustee Mistele as Temporary Chairman.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

MOTION TO ALLOW Trustee Mark Astrella to Attend the Meeting Remotely.

Trustee Neal asked the Board to allow Trustee Astrella to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Ruffolo to allow Trustee Astrella to attend the meeting remotely.

ROLL CALL VOTE: AYES: Trustees Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

4. PLEDGE OF ALLEGIANCE

Temporary Chairman Mistele asked Officer Manley to lead everyone in saying the Pledge of Allegiance.

5. VISITORS' BUSINESS

None present and no written comments were received.

6. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER

a. Claire Manley

Clerk Hahn had the honor of swearing in the new patrol officer. Temporary Chairman Mistele thanked the family of Officer Manley for attending the meeting to witness the swearing in ceremony.

7. PRESENTATION - INDIAN PRAIRIE LIBRARY

Trustee Crystal Megaridis presented the library mission, "We enrich people's lives by providing opportunities to Explore, Connect and be Inspired", and we do just that. The IPPL (Indian Prairie Public Library) District was created in 1988 after a referendum passed to merge the previously existing Willowbrook and Darien Public Libraries. Our district provides resources and services to all the Willowbrook residents, as well as to much of Darien, parts of Burr Ridge, and parts of unincorporated Clarendon Hills.

Tonight, we are here to provide an update on the library, on how the library serves Willowbrook residents, and on how we partner with local organizations, business, and government agencies to strengthen the community. We hope these updates spark ideas on how we might partner together for the mutual benefit of all Willowbrook residents.

For any who would like to know more about our background and history, we are also providing you with a short PowerPoint deck to peruse at your leisure.

- Our new Library Executive Director is Laura Birmingham, after Jamie Bukovac, our previous library director of 17 years, retired at the end of October.
- Based on our Strategic Plan, revised every three years with significant community feedback on needs and desires, we completed a \$1.3 million renovation during COVID. Renovations are planned for every 10 years, and therefore this was fully funded without any need to go to referendum.
- Expansion of services includes a "Maker Space" where we have equipment for residents to use, to learn, and to create. Examples

are designing and printing custom posters or tee shirts, printing gadgets in 3D, laser cutting custom designs onto wine glasses, sewing, embroidery, and knitting machines. In its first year, 2,500 cardholders have used the Maker Studio.

- In addition to all our library materials and online streaming content, we also have a "Library of Things" - items you can borrow to test before buying or for that special once in a while use, such as: home movie projector, laptops, tablets, wifi hot spots, cookie press, food dehydrator, pasta maker, and a croquet set.

A whopping 84% of Willowbrook residents have library cards. By using the public library, the average card holder can save thousands of dollars per year. By getting a library card, your residents can take advantage of all the library has to offer from checking out equipment, to creating things in the Maker Studio, to saving money on streaming services and expensive subscriptions, to magazines and newspapers.

A few examples of important ways IPPL support Willowbrook residents:

- The Library is a Community Hub
 - Provides meeting space for Willowbrook Homeowner Assoc meetings
 - Provides a local place for Rep Durkin's office to meet with Willowbrook and other IPPL residents
 - Was a main meeting place for the Stop Sterigenics group and remains a meeting place for many other groups and organizations.
- Indian Prairie library coordinates in many ways with the schools in Willowbrook and all the schools in the rest of our District, as well as provides outreach to our homebound residents, such as with visits to Chateau (Chateau Nursing and Rehabilitation Center) and Sunrise (Sunrise of Willowbrook).
- In the summer, IPPL teaches classes for kids in our outdoor gardens. Produce is given to local food pantries.
- IPPL provides educational opportunities for adults by providing classes on all kinds of topics, including on using modern technologies and English as a Second Language. Our district serves eighty-six different primary languages spoken in the home. And of course, we provide countless ways for supporting children and their educational needs. IPPL provides programs for all ages on a wide range of topics for pleasure, and for exploring the latest ideas and meeting new people.

How IPPL partners with our community businesses, organizations, and local government agencies for the benefit of all. A few examples:

- Veterans: We've partnered with the Library of Congress by joining and training to participate in the Veteran's History Project. Our

staff have interviewed and recorded over 120 local Veterans' stories that have been saved and shared with the Library of Congress. Also, through a partnership with Republic Bank, Veterans and their families were provided an opportunity to display a photo of their services as part of a traveling display.

- We participate in National Night Out in partnership with the Park District and Police to provide activities for families during the event.
- IPPL is a collection hub for many organizations in the community, such as the Burr Ridge/Willowbrook Chamber of Commerce "Back to School" drive.
- Partnered with the Darien Garden Club to create a Monarch Waystation in our Gardens
- The library is a member of the Darien Action Committee, which is headed by the City of Darien. The committee is comprised of Darien organizations who meet to share information and discuss ways to serve community needs.

We would love to work with the Village to see how we might better partner together for the mutual benefit to Willowbrook residents. Laura will follow-up to see how we might partner with the Village.

OMNIBUS VOTE AGENDA

Temporary Chairman Mistele read over each item in the Omnibus Vote Agenda for the record.

8. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Meeting October 24, 2022 (APPROVE)
- c. Minutes - Board of Trustees Special Meeting October 24, 2022 (APPROVE)
- d. Minutes - Joint Board of Trustees and Plan Commission Special Meeting - Zoning Code Update - October 25, 2022 (APPROVE)
- e. Warrants \$1,481,240.94
- f. ORDINANCE NO. 22-O-43 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

Temporary Chairman Mistele asked the Board if there were any items to be removed from Omnibus Vote Agenda.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

9. RESOLUTION NO. 22-R-60 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT WITH ADMINISTRATIVE CONSULTING SPECIALISTS, LLC (ADOPT)

Village Administrator Halloran reported that staff is asking for a one-year consulting agreement with Administrative Consulting Specialists (ACS). We have been using ACS since 2019 for Police Department grants with a return on investment of \$595,654.00. Village staff within the Village Administrator's Office evaluated grant writing capacity to maximize the access to outside grant funding resources and is strongly recommending using ACS for all Village-wide grants.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adopt Resolution 22-R-60 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

10. RESOLUTION NO. 22-R-61 A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2022 PROPERTY TAX LEVY (ADOPT)

Mr. Arteaga shared that this is the first resolution pertaining to the Special Recreation Tax Levy for 2022/23. At the December Board of Trustees meeting there will be an ordinance on the agenda to pass the Tax Levy.

The 2022 proposed tax levy is \$72,986. At this amount, the tax impact for a home with a value of \$300,000 would be approximately \$13.69. This is a 6% decrease from the prior year's requested levy and includes amounts planned for ADA accessibility at Village parks. All tax collected is restricted to be used on special recreation activities.

Temporary Chairman Mistele indicated he had discussed the tax levy with the Mayor earlier in the day in an attempt to find a way to eliminate property taxes of any kind in Willowbrook. The idea would be to cover the full amount of the Special Recreation costs through the General

Fund revenue. He asked that the Trustees be prepared to discuss this option during the upcoming fiscal year 2023/2024 Budget Workshops.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to adopt Resolution 22-R-61 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

11. RESOLUTION NO. 22-R-62 - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE SNOW REMOVAL AND SALTING SERVICES (ICE CONTROL) FOR THE 2022/2023 WINTER SEASON IN THE VILLAGE OF WILLOWBROOK (ADOPT)

Mr. Arteaga reported that this resolution is for snow removal on roadways throughout the Village and at the Village's Municipal Campus.

As previously indicated, N.J. Ryan was the only bidder for this RFP (Request for Proposal). N.J. Ryan has been the Village's snow removal services vendor since 2018. Since that time, staff has been pleased with the snow removal services provided by N.J. Ryan in past winter seasons and are confident that they will continue to provide the Village with high quality snow removal services for the 22/23, 23/24, and 24/25 winter seasons.

With this RFP, N.J. Ryan's hourly rate decreased by \$30/hour on an annual basis. Over the three years of the contract, their hourly pricing does not return to their current rate.

Foreman Passero added there has been no complaints and their price decreased to \$30.00 an hour per man per truck. Over the next three years, their hourly rate does not add up to what they have been charging us in the past.

Discussion was had on the cost and contract.

MOTION: Made by Trustee Berglund and seconded by Trustee Ruffolo to adopt Resolution 22-R-62 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

12. MOTION - MOTION DIRECTING THE VILLAGE ATTORNEY TO FILE A COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF REGARDING 6501 BENTLEY, WILLOWBROOK, ILLINOIS (PASS)

Director Krol Village reported that staff is coming to you to pass the motion suggested by the Village Attorney to proceed with legal actions against the property owner in the form of an injunction against Mr. Patrick Kelly who is the property owner of 6501 Bentley Avenue.

Beginning in March 2022, Village staff began receiving weekly complaints about the conditions of the property, including excessive garbage and debris, from the surrounding neighbors. There have been twenty-one default judgements against the property owner to date, three no-show court appearances and no sign of clean-up being done.

It is the opinion of Village staff and the Village attorney that the Illinois Chancery Court system will be more effective for action rather than just issuing more citations, which have all gone unpaid.

Trustee Davi questioned does he owe the Village money. Director Krol stated that the property owner does not owe the Village; the default judgements are through DuPage County. There are 21 judgements totaling \$15,000 plus.

Discussion was had on various ways to handle the clean-up of the property, and the legal ramifications of various methods.

Trustee Davi asked if a title search had been conducted. Attorney Durkin indicated that his office would initiate a title search.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund directing the Village Attorney to file a complaint for injunctive and other relief regarding 6501 Bentley, Willowbrook, Illinois.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

13. RESOLUTION NO. 22-R-63 A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO THE TERMS AND CONDITIONS FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES FOR THE VILLAGE OF WILLOWBROOK BETWEEN RATHS, RATHS & JOHNSON AND THE VILLAGE OF WILLOWBROOK (ADOPT)

Director Krol outlined that on September 24, 2021, five (5) contractors responded to the RFP for building services that are outside the scope of the Village staff's expertise: (1) SAFEbuilt (headquartered in Crystal Lake), (2) TPI Building Code Consultants (Saint Charles), (3)

Christopher Burke Engineering (Rosemont), (4) Novotny Engineering (Willowbrook), and (5) Rath's, Rath's and Johnson (Willowbrook).

At the December 20, 2021 Board of Trustees meeting, the Board approved two resolutions to award building plan review and inspectional services to SAFEbuilt and engineering services to Novotny. The structural engineering review aspect of the bid was not awarded due to ongoing contract negotiations with Rath's, Rath's and Johnson which have since been resolved. We ask that the Village Board adopt the resolution.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adopt Resolution 22-R-63 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

14. TRUSTEE REPORTS

Trustee Neal expressed her sincere thanks to the Willowbrook Police Department officers who responded to a 911 call on November 10. A resident passed away who was a Marine Veteran. Their character, professionalism, kindness and their compassion were noted to me by the family and residents, not only at the time of the event, but also later at the memorial services. Thank you to the Willowbrook Police Department for all that you do.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

15. ATTORNEY'S REPORT

Attorney Durkin had no report.

16. CLERK'S REPORT

Clerk Hahn had no report.

17. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

18. MAYOR'S REPORT

Mayor Trilla was not present.

19. EXECUTIVE SESSION

There was no need for an Executive Session this evening.

20. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 7:15 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

November 28, 2022

| | | | |
|---------------------------------------|-------|----|------------|
| GENERAL CORPORATE FUND | ----- | \$ | 147,197.02 |
| WATER FUND | ----- | \$ | 18,410.77 |
| CAPITAL PROJECT FUND | ----- | \$ | 402,240.64 |
| RT 83/PLAINFIELD RD BUSINESS DIST TAX | ----- | \$ | 342.11 |
| TOTAL WARRANTS | ----- | \$ | 568,190.54 |

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|----------|----------------------------------|---------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | |
| 11/22/2022 | APCH | 99463 | BROADWAY IN CHICAGO | ACTIVE ADULT PROGRAM | 590-517 | 20 | 1,407.00 |
| 11/22/2022 | APCH | 99464 | BROADWAY IN CHICAGO | ACTIVE ADULT PROGRAM | 590-517 | 20 | 4,016.00 |
| 11/28/2022 | APCH | 289(E)*# | GOVERNMENT INSURANCE NETWORK | EMP DED PAY- INSURANCE | 210-204 | 00 | 14,857.95 |
| | | | | LIFE INSURANCE - ELECTED OFFICIALS | 410-141 | 05 | 257.58 |
| | | | | LIFE INSURANCE - COMMISSIONERS | 435-148 | 07 | 35.00 |
| | | | | HEALTH/DENTAL/LIFE INSURANCE | 455-141 | 10 | 5,473.68 |
| | | | | LIFE INSURANCE - PLAN COMMISSION | 510-340 | 15 | 93.10 |
| | | | | HEALTH/DENTAL/LIFE INSURANCE | 550-141 | 20 | 785.80 |
| | | | | HEALTH/DENTAL/LIFE INSURANCE | 630-141 | 30 | 35,951.26 |
| | | | | HEALTH/DENTAL/LIFE INSURANCE | 710-141 | 35 | 2,408.57 |
| | | | | HEALTH/DENTAL/LIFE INSURANCE | 810-141 | 40 | 3,746.86 |
| | | | | CHECK APCHK 289(E) TOTAL FOR FUND 01: | | | 63,609.80 |
| 11/28/2022 | APCH | 99467 | ANN HENRY | ACTIVE ADULT PROGRAM | 590-517 | 20 | 125.00 |
| 11/28/2022 | APCH | 99469 | BILL KAY CHEVROLET | MAINTENANCE - VEHICLES | 630-409 | 30 | 327.86 |
| 11/28/2022 | APCH | 99470# | BLUE LINE LEARNING GROUP LLC | SCHOOLS/CONFERENCES/TRAVEL | 455-304 | 10 | 360.00 |
| | | | | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 780.00 |
| | | | | SCHOOLS/CONFERENCES/TRAVEL | 710-304 | 35 | 180.00 |
| | | | | CHECK APCHK 99470 TOTAL FOR FUND 01: | | | 1,320.00 |
| 11/28/2022 | APCH | 99472 | BROADWAY IN CHICAGO | ACTIVE ADULT PROGRAM | 590-517 | 20 | 506.00 |
| 11/28/2022 | APCH | 99473 | BROADWAY IN CHICAGO | ACTIVE ADULT PROGRAM | 590-517 | 20 | 502.00 |
| 11/28/2022 | APCH | 99474 | CASE LOTS, INC | MAINTENANCE - BUILDING | 466-228 | 10 | 249.40 |
| 11/28/2022 | APCH | 99475 | CHICAGO DRONE LIGHT SHOWS, INC. | SPECIAL EVENTS | 585-523 | 20 | 15,000.00 |
| 11/28/2022 | APCH | 99476 | CHRISTOPHER B. BURKE | ENGINEERING SERVICES | 820-262 | 40 | 268.50 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 537.00 |
| | | | | CHECK APCHK 99476 TOTAL FOR FUND 01: | | | 805.50 |
| 11/28/2022 | APCH | 99477 | CINTAS CORPORATION NO 2 | MAINTENANCE | 725-410 | 35 | 132.65 |
| 11/28/2022 | APCH | 99478 | CODE ENFORCEMENT REPRESENTATIVES | CODE ENFORCE INSPECTION | 830-119 | 40 | 364.50 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|---------|----------------------------------|--------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | |
| 11/28/2022 | APCH | 99479# | COMED | RED LIGHT - COM ED | 630-248 | 30 | 36.08 |
| | | | | MAINTENANCE - TRAFFIC SIGNALS | 745-224 | 35 | 489.47 |
| | | | | CHECK APCHK 99479 TOTAL FOR FUND 01: | | | 525.55 |
| 11/28/2022 | APCH | 99480 | DUPAGE COUNTY TREASURER | EDP LICENSES | 640-263 | 30 | 750.00 |
| 11/28/2022 | APCH | 99482 | FIRESTONE TIRE & SERVICE | MAINTENANCE - VEHICLES | 630-409 | 30 | 1,059.68 |
| 11/28/2022 | APCH | 99484 | FLOCK SAFETY | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 625.00 |
| 11/28/2022 | APCH | 99485*# | FOX TOWN PLUMBING INC | BUILDING MAINTENANCE SUPPLIES | 466-351 | 10 | 2,455.76 |
| | | | | MAINTENANCE | 725-410 | 35 | 280.00 |
| | | | | CHECK APCHK 99485 TOTAL FOR FUND 01: | | | 2,735.76 |
| 11/28/2022 | APCH | 99486 | HEARTLAND BUSINESS SYSTEMS, LLC | PHONE - TELEPHONES | 455-201 | 10 | 206.25 |
| | | | | PHONE - TELEPHONES | 455-201 | 10 | 460.00 |
| | | | | PHONE - TELEPHONES | 455-201 | 10 | 187.50 |
| | | | | CHECK APCHK 99486 TOTAL FOR FUND 01: | | | 853.75 |
| 11/28/2022 | APCH | 99487 | IL FIRE & POLICE COMM. ASSN. | FEES/DUES/SUBSCRIPTIONS | 435-307 | 07 | 375.00 |
| 11/28/2022 | APCH | 99488 | ILLINOIS MUNICIPAL LEAGUE | FEES/DUES/SUBSCRIPTIONS | 410-307 | 05 | 1,030.00 |
| 11/28/2022 | APCH | 99489 | INDUSTRIAL ELECTRICAL SUPPLY | OPERATING SUPPLIES & EQUIPMENT | 710-401 | 35 | 178.95 |
| 11/28/2022 | APCH | 99490 | ISOLVED BENEFIT SERVICES | FEES/DUES/SUBSCRIPTIONS | 455-307 | 10 | 238.20 |
| 11/28/2022 | APCH | 99491 | JAMES J. BENES AND ASSOC., INC. | TRAFFIC ENGINEERING SERVICES | 820-263 | 40 | 819.02 |
| 11/28/2022 | APCH | 99492 | JANE LINDQUIST | ACTIVE ADULT PROGRAM | 590-517 | 20 | 266.00 |
| 11/28/2022 | APCH | 99494 | KONICA MINOLTA BUSINESS SOLUTION | COPY SERVICE | 630-315 | 30 | 67.29 |
| | | | | COPY SERVICE | 630-315 | 30 | 998.16 |
| | | | | CHECK APCHK 99494 TOTAL FOR FUND 01: | | | 1,065.45 |
| 11/28/2022 | APCH | 99495*# | LAUTERBACH & AMEN LLP | FINANCIAL SERVICES | 620-252 | 25 | 12,060.00 |
| 11/28/2022 | APCH | 99496 | MATTHEW VANDERJACK | UNIFORMS | 630-345 | 30 | 681.76 |
| 11/28/2022 | APCH | 99500 | NICHOLAS VOLEK | UNIFORMS | 630-345 | 30 | 292.18 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-----------------------|------|---------|----------------------------------|---------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | |
| 11/28/2022 | APCH | 99501 | NOVOTNY ENGINEERING | ENGINEERING SERVICES | 820-262 | 40 | 270.00 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 62.50 |
| | | | | CHECK APCHK 99501 TOTAL FOR FUND 01: | | | 332.50 |
| 11/28/2022 | APCH | 99502 | PAPER DIRECT | OFFICE SUPPLIES | 455-301 | 10 | 128.46 |
| 11/28/2022 | APCH | 99503 | PEGGY THOMPSON | ACTIVE ADULT PROGRAM | 590-517 | 20 | 125.00 |
| 11/28/2022 | APCH | 99504 | RATHS, RATHS & JOHNSON, INC. | ENGINEERING SERVICES | 820-262 | 40 | 1,179.38 |
| 11/28/2022 | APCH | 99505 | READY REFRESH | WELLNESS | 480-276 | 10 | 216.86 |
| 11/28/2022 | APCH | 99507 | RUSSO'S POWER EQUIPMENT | OPERATING SUPPLIES & EQUIPMENT | 710-401 | 35 | 519.99 |
| 11/28/2022 | APCH | 99508 | SAFEBUILT, LLC | BUILDING, PLAN REVIEW & INSP. SERVICE | 820-260 | 40 | 2,500.42 |
| | | | | BUILDING, PLAN REVIEW & INSP. SERVICE | 820-260 | 40 | 1,311.00 |
| | | | | CHECK APCHK 99508 TOTAL FOR FUND 01: | | | 3,811.42 |
| 11/28/2022 | APCH | 99509 | SARAH'S PONY RIDES INC | COMMUNITY EVENTS | 585-522 | 20 | 1,200.00 |
| 11/28/2022 | APCH | 99510 | SIKICH LLP | AUDIT SERVICES | 620-251 | 25 | 19,200.00 |
| 11/28/2022 | APCH | 99511*# | STONE WHEEL, INC. | MAINTENANCE | 725-410 | 35 | 64.04 |
| | | | | MAINTENANCE | 725-410 | 35 | 33.62 |
| | | | | CHECK APCHK 99511 TOTAL FOR FUND 01: | | | 97.66 |
| 11/28/2022 | APCH | 99512 | TRI-RIVER POLICE TRAINING REGION | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 1,200.00 |
| 11/28/2022 | APCH | 99514 | UNITED STATE POSTAL SERVICE | PREPAID POSTAGE | 190-102 | 00 | 5,000.00 |
| 11/28/2022 | APCH | 99515# | WAREHOUSE DIRECT | OFFICE SUPPLIES | 455-301 | 10 | 214.80 |
| | | | | OFFICE/GENERAL PROGRAM SUPPLIES | 550-301 | 20 | 146.58 |
| | | | | OFFICE SUPPLIES | 610-301 | 25 | 42.36 |
| | | | | CHECK APCHK 99515 TOTAL FOR FUND 01: | | | 403.74 |
| 11/28/2022 | APCH | 99516 | WEX HEALTH, INC | FEES/DUES/SUBSCRIPTIONS | 455-307 | 10 | 50.00 |
| | | | | FEES/DUES/SUBSCRIPTIONS | 455-307 | 10 | 50.00 |
| | | | | CHECK APCHK 99516 TOTAL FOR FUND 01: | | | 100.00 |
| 11/28/2022 | APCH | 99517 | WILD GOOSE CHASE INC | LANDSCAPE MAINTENANCE SERVICES | 565-342 | 20 | 960.00 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|--------------------------------|------|---------|--------------------------------|----------------------------|---------|------|------------|
| Fund: 01 GENERAL FUND | | | | | | | |
| 11/28/2022 | APCH | 99519 | WLBK BURR RIDGE CHAMBER OF COM | SCHOOLS/CONFERENCES/TRAVEL | 410-304 | 05 | 300.00 |
| 11/28/2022 | APCH | 99520 | WLBK BURR RIDGE KIWANIS | SPECIAL EVENTS | 585-523 | 20 | 500.00 |
| Total for fund 01 GENERAL FUND | | | | | | | 147,197.02 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|---------------------|------|----------|----------------------------------|---------------------------------------|---------|------|----------|
| Fund: 02 WATER FUND | | | | | | | |
| 11/28/2022 | APCH | 289(E)*# | GOVERNMENT INSURANCE NETWORK | HEALTH/DENTAL/LIFE INSURANCE | 401-141 | 50 | 2,943.80 |
| | | | | HEALTH/DENTAL/LIFE INSURANCE | 401-141 | 50 | 1,026.32 |
| | | | | CHECK APCHK 289(E) TOTAL FOR FUND 02: | | | 3,970.12 |
| 11/28/2022 | APCH | 99465 | ACI PAYMENTS, INC | FEES DUES SUBSCRIPTIONS | 401-307 | 50 | 92.24 |
| 11/28/2022 | APCH | 99466 | ALARM DETECTION SYSTEMS INC | EDP LICENSES | 417-263 | 50 | 250.02 |
| | | | | EDP LICENSES | 417-263 | 50 | 361.62 |
| | | | | EDP LICENSES | 417-263 | 50 | 215.25 |
| | | | | CHECK APCHK 99466 TOTAL FOR FUND 02: | | | 826.89 |
| 11/28/2022 | APCH | 99468 | AT & T MOBILITY II LLC | PHONE - TELEPHONES | 401-201 | 50 | 332.80 |
| 11/28/2022 | APCH | 99471 | BREEZY HILL NURSERY | WATER DEPOSIT REFUND | 280-131 | 00 | 737.41 |
| 11/28/2022 | APCH | 99483 | FLEETPRIDE TRUCK & TRAILER PARTS | VEHICLE MAINTENANCE | 401-350 | 50 | 89.99 |
| 11/28/2022 | APCH | 99493 | JSN CONTRACTORS SUPPLY | OPERATING EQUIPMENT | 430-401 | 50 | 151.50 |
| 11/28/2022 | APCH | 99495*# | LAUTERBACH & AMEN LLP | FINANCIALS SERVICES | 401-309 | 50 | 8,040.00 |
| 11/28/2022 | APCH | 99497 | METROPOLITAN INDUSTRIES INC | EDP LICENSES | 417-263 | 50 | 138.00 |
| 11/28/2022 | APCH | 99498 | MID AMERICAN WATER | MATERIAL & SUPPLIES - DISTRIBUTION | 430-476 | 50 | 632.00 |
| | | | | MATERIAL & SUPPLIES - DISTRIBUTION | 430-476 | 50 | 465.00 |
| | | | | CHECK APCHK 99498 TOTAL FOR FUND 02: | | | 1,097.00 |
| 11/28/2022 | APCH | 99499 | MIDWEST METER INC | NEW METERING EQUIPMENT | 435-461 | 50 | 1,487.98 |
| 11/28/2022 | APCH | 99506 | RUSH TRUCK CENTER -CHICAGO | VEHICLE MAINTENANCE | 401-350 | 50 | 199.68 |
| 11/28/2022 | APCH | 99511*# | STONE WHEEL, INC. | VEHICLE MAINTENANCE | 401-350 | 50 | 5.23 |
| | | | | VEHICLE MAINTENANCE | 401-350 | 50 | 72.15 |
| | | | | VEHICLE MAINTENANCE | 401-350 | 50 | 10.80 |
| | | | | CHECK APCHK 99511 TOTAL FOR FUND 02: | | | 88.18 |
| 11/28/2022 | APCH | 99518 | WILLOWBROOK FORD INC. | VEHICLE MAINTENANCE | 401-350 | 50 | 929.08 |
| | | | | VEHICLE MAINTENANCE | 401-350 | 50 | 229.90 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|---------------------|------|---------|-------|--------------------------------------|---------|------|-----------|
| Fund: 02 WATER FUND | | | | CHECK APCHK 99518 TOTAL FOR FUND 02: | | | 1,158.98 |
| | | | | Total for fund 02 WATER FUND | | | 18,410.77 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|-------------------------------|------|---------|-----------------------|----------------------------------------|---------|------|------------|
| Fund: 10 CAPITAL PROJECT FUND | | | | | | | |
| 11/28/2022 | APCH | 99481 | E.P. DOYLE & SON, LLC | COMMUNITY CENTER CONSTRUCTION | 600-326 | 55 | 400,108.45 |
| 11/28/2022 | APCH | 99485*# | FOX TOWN PLUMBING INC | PUBLIC WORKS EQUIPMENT | 600-322 | 55 | 1,787.69 |
| 11/28/2022 | APCH | 99513 | UMB BANK N.A. | BOND ISSUANCE COSTS | 550-404 | 68 | 344.50 |
| | | | | Total for fund 10 CAPITAL PROJECT FUND | | | 402,240.64 |

| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
|---------------------------------------------------|------|------------|------------------------------|------------------------------------------------|---------|------|------------|
| Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX | | | | | | | |
| 11/28/2022 | APCH | 289 (E) *# | GOVERNMENT INSURANCE NETWORK | HEALTH/DENTAL/LIFE INSURANCE | 455-141 | 15 | 342.11 |
| | | | | Total for fund 15 RT 83/PLAINFIELD RD BUSINESS | | | 342.11 |
| TOTAL - ALL FUNDS | | | | | | | 568,190.54 |

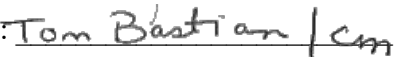
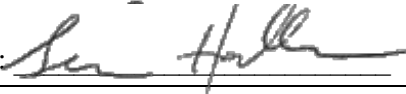
'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE PURCHASE OF BULK TREATED ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK DURING THE 2022/2023 WINTER SEASON

AGENDA NO. 6**AGENDA DATE:** 11/28/22**STAFF REVIEW:** Andrew Passero, Public Works Foreman**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:****ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Staff is requesting the purchase of up to 300 tons of treated rock salt at a cost not to exceed \$31,500. This treated calcium chloride salt works when weather conditions vary between 15 degrees to negative 10 degrees while normal untreated salt does not activate in those conditions. Historically Willowbrook has joined with the DuPage County department of Central Management Services (CMS) joint bid for treated salt but unfortunately the County did not host a treated salt bid this year. Staff will be seeking out surrounding area's joint bids to join for the FY 2023/24 snow season. Below is a price list of three (3) vendors that submitted proposals.

Rock Salt USA.

\$122.00 / Ton

Midwest Salt

\$105.00 / Ton

Conserv-FS

\$109.00 / Ton

STAFF RECOMMENDATION

The Village currently has approximately 180 tons of treated rock salt in our salt dome as of April 15, 2022. Staff can order up to 300 tons of treated salt, minimum of 20 tons per order. The cost of the treated rock salt is \$105.00 per ton, which would be \$31,500.00 for 300 tons. The amount budgeted for rock salt for FY 2022/23 is \$85,000.00.

Staff recommends the purchase of this treated rock salt for the 2022/23 winter season from Midwest Salt.

ACTION PROPOSED: Adopt the Resolution.



| Date | Expires | Estimate # |
|-----------|---------|------------|
| 11/3/2022 | 10 days | 387 |

| Name / Address |
|------------------------------------------------------------------------|
| Willowbrook Il. 700 Willowbrook Center Dr. Willowbrook, IL 60527 |

| |
|--------------------------------------------------------------------------------------------|
| Ship To |
| Willowbrook Il. 700 Willowbrook Center Dr. Willowbrook, IL 60527 AJ - 630-3238215 |

| | | |
|--------|------|---------|
| Terms | Rep | Project |
| Net 15 | Mark | |

[illegible]

Customer Signature

Conserv FS-Tinley Park

7851 W 183rd st

Tinley Park, IL 60477

708-532-4723 Fax: 708-532-9268

Bill To: VILLAGE OF WILLOWBROOK
835 MIDWAY DR
WILLOWBROOK, IL 60527

Sales Order **66008677**

Not Processed Approved

Order Date 11/3/2022

Est. Delivery Date 03/31/2023

Offer Expires

Customer ID 018592

Customer PO#

Salesperson 0032

Shipping Via.

Field Name

Description

Ticket Type Deliver

Comments: Delivered, price,total,per ton, freight and product billed separately if ordered

| Quantity | Description | Total \$ |
|------------|--------------------------------|-----------|
| 300.00 TON | BULK Lightning Ice Melt AURORA | 32,700.00 |

Subtotal **32,700.00**

If Paid By **Discount** **Deduct** **Pay Only**

Customer: _____ Sales Person: _____

Purchase Terms:

Sales Order **66008677**

RESOLUTION NO. 22-R-

**A RESOLUTION AUTHORIZING THE PURCHASE
OF BULK TREATED ROCK SALT FOR USE WITHIN
THE VILLAGE OF WILLOWBROOK DURING THE 2022/2023 WINTER SEASON**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the “Village”), it is advisable, necessary, and in the public interest that the Village purchase treated Rock Salt for roadway use during the upcoming 2022/2023 winter season; and

WHEREAS, the Village has requested proposals for quotes for treated Rock Salt for the 2022/2023 winter season;

WHEREAS, of the proposals received and reviewed, the lowest proposal for the provision of treated Rock Salt for the 2022/2023 winter season is Midwest Salt, LLC of West Chicago, Illinois at a price of One Hundred Five and 00/100ths Dollars (\$105.00) per ton; and

WHEREAS, a majority of the corporate authorities find it in the Village’s best interest to purchase up to the maximum of Three Hundred (300) tons of treated Rock Salt from Midwest Salt, LLC of West Chicago, Illinois, at the price of One Hundred Five and 00/100ths Dollars (\$105.00) per ton, in an amount not to exceed Thirty-One Thousand Five Hundred and 00/100ths Dollars (\$31,500.00).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois:

SECTION 1: The corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

SECTION 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village purchase the Village’s anticipated treated Rock Salt requirement for the 2022/2023 winter season from Midwest Salt, LLC of West Chicago, Illinois, up to a maximum of Three Hundred (300) tons of treated Rock Salt at the price of One Hundred Five and

00/100ths Dollars (\$105.00) per ton, a total cost not to exceed Thirty-One Thousand Five Hundred and 00/100ths Dollars (\$31,500.00).

SECTION 3: That the Village Administrator be and is hereby authorized and directed to execute all necessary purchase orders, invoices, forms, and other documents related to the purchase of the treated Rock Salt.

SECTION 4: That this resolution shall take effect upon its passage, approval and publication in accordance with law.

PASSED and APPROVED this 28th day of November, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSENTIONS: _____

ABSENT: _____

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

Exhibit A



Quote

1300 W. Washington St.
West Chicago, IL 60185
Phone: 630-513-7575 - Fax: 630-513-8546
www.MidwestSalt.com

Valid Till: Nov 30, 2022

Quote Number: 2133725000055163695

| | |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| BILL TO: Village of Willowbrook 835 Midway Dr Willowbrook, IL, 60527 | SHIP TO: Village of Willowbrook 700 Willowbrook Center Parkway Willowbrook, IL 60527 |
| Contact Name: Andrew Passero | Sales Person: Jason Kane |
| Contact Phone: (630) 514-3329 | Sales Person Phone: 630-206-4434 |
| Contact Email: apassero@willowbrook.il.us | Sales Person Email: jason.kane@midwestsalt.net |
| Contact Fax: | Payment Terms: Net 30 |

| S.No. | Product Details | Qty | Unit Price | Sales Tax | Total |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-----------|--------------|
| 1. | MVP-Treated Bulk Road Salt-Lemont Price/ton- Color: Green – Works to -10°F Estimated 21-24 tons per delivery Delivery from Lemont IL to Willowbrook, IL Price includes delivery +/- 25 tons | 300 | \$ 105.00 | \$ 0.00 | \$ 31,500.00 |

Terms and Conditions

The Buyer commits to purchase 100% of the quantity at the price listed in this proposal. Modifications to delivery may be subject to additional fees including but not limited to:

- 1. Detention \$100.00 per hour after 1 hour of waiting
- 2. Washout \$250.00
- 3. Return Full Load, 75% of per ton rate
- 4. Return Partial Load, 50% of per ton rate
- 5. Diversion/Reroute deliver, \$150.00 plus applicable rate per mile

Payment Terms: Buyer agrees to pay Midwest Salt (“MWS”) within the agreed upon terms per load delivered. Should the Buyer fail to complete all deliveries during the time period set forth herein, storage fees of \$3 per ton shall apply to all remaining tonnage onsite as of 3/31/2023 through 1/31/2024 and \$5 per ton per month afterwards. The storage fees are payable and due upon receipt. No salt will be removed unless all applicable storage fees are paid in full.

This contract shall expire on 4/30/24 at which time the remaining amount from the Agreement is due any undelivered salt remaining in the quantity listed in this contract shall be deemed to be forfeited and all unpaid storage fees shall be due and payable and incur late charges in the amount of 1 ½ % per month. Buyer shall have no right and waives any claim to a refund or reimbursement for any salt that has not been delivered under this Agreement as of 4/30/24.

All payments will be by wire transfer pursuant to instructions provided to Buyer by MWS. The contract price does not include the applicable sales tax. If Buyer is exempt from sales tax, Buyer shall provide MWS with a tax-exempt certificate or a signed IL CRT 61 form.

The product shall comply with the specifications provided to Buyer by MWS. MWS MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESLY DISCLAIMED BY MWS AND EXCLUDED FROM THE AGREEMENT. Buyer may inspect the product prior to delivery; however, upon delivery Buyer acknowledges that the product delivered is in all respects accepted. Should Buyer reject the product at the time of inspection, Buyer shall provide MWS with a written notice of rejection via email or personal delivery to the MWS representative listed above, which notice shall apply only to the load inspected and which notice shall specify the reasons for the rejection. The parties agree that rejection of a load does not affect the remaining tonnage subject to this Agreement.

Buyer shall unload and release all transportation vehicles and equipment promptly so that no demurrage or other expenses resulting from delay shall be incurred; however, if any claims or demurrage charges are incurred by reason of any action or inaction by Buyer, then Buyer shall promptly reimburse MWS for such damages.

Buyer shall indemnify, hold harmless, and defend MWS, its employees and agents, from any and all claims and expenses, including its reasonable attorneys’ fees, arising out of any claims by any third parties, including but not limited to, claims by Buyer’s employees and agents, excepting only claims for intentional misconduct by MWS.

All orders are subject to MWS’s ability to make delivery at the time and in the quantities specified herein. MWS shall be excused from performance for any and all causes beyond its reasonable control that impedes its ability to perform under this contract, including but not limited to, any act of god, explosion,

accidents, riots, pandemics, floods labor disputes or any other event that made performance impossible or impractical under the circumstances, if all deliveries cannot be made by the date which is 45 days after the last listed date set forth above, Buyer may, at its option, cancel all further deliveries. Notice of cancellation shall be in writing to the MWS representative listed above. Any refunds due shall be paid within seven (7) days of notice from Buyer of such cancellation.

In the event MWS is unable for any reason to supply the total requirements of its customers, MWS may allocate its available supply of the product among its customers in a manner MWS deems fair and reasonable.

In no event shall MWS be liable to Buyer or any third party for any indirect, consequential, incidental, special or exemplary damages. Buyer’s actual damages are limited to the amounts actually paid to MWS under this Agreement, regardless of the basis for any such claims for damages.

This document, together with any separate credit application, sales order or invoices, if any, shall constitute the entire contract of sale and purchase of the goods sold hereunder.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any claims under \$75,000 shall proceed under the AAA Expedited Procedure rules. All claims shall be heard by a single arbitrator, selected pursuant to a list of arbitrators published by the AAA, which shall include as many former judges of the Circuit Court of Cook County, Illinois as are then available. The place of arbitration shall be Chicago, Illinois. The arbitration shall be governed by the laws of the State of Illinois. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. The arbitrator shall agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages limited by the amounts of any payments previously made by Buyer to MWS under this agreement. The costs and expenses of the arbitration and reasonable attorneys’ fees shall be awarded to the prevailing party. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Quote Acceptance (bulk salt only):

| | |
|---------------------------|-------------------------------|
| By Customer: _____ | By Midwest Salt: _____ |
| Print Name: _____ | Print Name: _____ |
| Date: _____ | Date: _____ |

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE VILLAGE POLICE DEPARTMENT

AGENDA NO. 7.**AGENDA DATE:** 11/28/2022**STAFF REVIEW:** Robert Schaller, Chief of Police

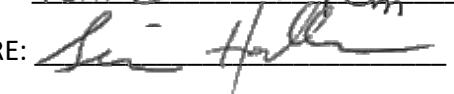
SIGNATURE:


LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE:


RECOMMENDED BY: Sean Halloran, Village Administrator

SIGNATURE:


REVIEWED & APPROVED BY PSC:YES ☐NO ☒N/A ☐**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Due to a patrol officer's resignation from the police department, a vacancy has been created. To fulfill the current composition of the police department, an officer will need to be hired off the current eligibility list.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Our current police department composition ordinance (Section 5-1-1 of the Village Code of Ordinances) establishes the following as far as number and rank of positions within the police department:

Chief of Police -1

Deputy Chief of Police -2

Sergeants – 3

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-six (27) members

TOTAL: 27 sworn officersCurrently the total number of sworn officers is 24 in the police department.**ACTION PROPOSED:**

Adopt the Resolution, which will enable the BOPC to begin reviewing patrol officer candidates from the current eligibility register to hire one (1) new patrol officer.

RESOLUTION NO. 22-R-_____

**A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS
(BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO
FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE
VILLAGE POLICE DEPARTMENT**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is hereby authorized to effect the original appointment of one (1) candidate to fill a vacancy in the rank of patrol officer within the Willowbrook Police Department.

This Resolution shall be in full force and effect upon its passage and approval, as required by law.

PASSED and APPROVED this 28th day of November, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSENTIONS: _____

ABSENT: _____

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE AN AGREEMENT WITH VARIVERGE, LLC TO PROVIDE PROFESSIONAL UTILITY BILLING SERVICES TO THE VILLAGE OF WILLOWBROOK

AGENDA NO. 8
AGENDA DATE: 11/28/2022

STAFF REVIEW: Alex Arteaga, Assistant to the Village Admin. SIGNATURE: 
LEGAL REVIEW: Michael Durkin, Village Attorney SIGNATURE: M. Durkin / jw
RECOMMENDED BY: Sean Halloran, Village Administrator SIGNATURE: 
BACKGROUND

Beginning in January 2023, the Village of Willowbrook will move from quarterly utility billing to monthly utility billing for all residential and commercial accounts. This type of operating change within the Village gives staff an opportunity to evaluate existing services and determine if there is a better outcome. Due to this significant operating change and the effect that it will have on administrative staff time and current Village technology capabilities, staff recommends outsourcing utility billing and printing services. The current employee that is responsible for these services will continue to assist the new vendor, but will transition into an administrative support role for all departments.

With the goal of designing a more user-friendly invoice, creating a streamlined process, staff released a Utility Billing Printing & Mailing RFP on August 31, 2022. Following the RFP due date of September 28, 2022, staff received proposals from seven printing & mailing vendors. As outlined in the RFP, bidders were required to submit their total costs for various printing components.

Following the bid tabulation, staff projected annual estimated costs for the printing of utility bills and any applicable utility billing inserts. Below are the estimated annual costs from the seven responsive vendors:

| Primadata | VariVerge | Information Outsource | Infosend | The Master's Touch | SBF Enterprises | Third Millenium |
|------------|------------|--------------------------|------------|--------------------------|--------------------|--------------------|
| \$4,203.94 | \$4,238.90 | \$5,415.30 | \$6,353.98 | \$6,662.86 | \$7,059.70 | \$9,360.30 |

The above estimated annual amounts are based on the monthly printing of 2,185 utility bills and quarterly printing of 2,185 water bill informational briefs.

| Categories | Unit Costs | Monthly | Annual |
|------------------------|------------|-----------------|-------------------|
| Paper, bill | \$.02 | \$43.70 | \$524.40 |
| #10 Envelope | \$0.04 | \$87.40 | \$1,048.80 |
| Black And White Duplex | \$0.08 | \$174.80 | \$2,097.60 |
| 2 Color Duplex Auto | \$0.065 | \$47.34 | \$568.10 |
| TOTAL | | \$353.24 | \$4,238.90 |

Staff intends on utilizing the selected vendor for utility billing printing & mailing for the calendar years of 2023, 2024, and 2025. Final annual costs for each year will be dependent on the amount of utility bills and inserts that are printed monthly to residential and commercial accounts. It's important to keep in mind that as residents and businesses sign up for online accounts and choose not to have invoices mailed home, the monthly usage price would drop.

STAFF RECOMMENDATION

Staff conducted interviews and reference checks for Primadata and VariVerge following bid tabulations. During vendor interviews, staff met directly with the VariVerge customer service representative that would be assigned to Willowbrook while Primadata staff noted that a customer service representative would be assigned to our Village once a contract had been executed. Additionally, several Primadata references provided were unresponsive to staffs' multiple attempts at contact.

Considering the professional relationship that staff was able to establish with VariVerge, and the very marginal price increase compared to Primadata, staff recommends moving forward with VariVerge. This recommendation is based on the positive references, firm experience, and advanced technical capabilities of VariVerge.

ACTION PROPOSED: Adopt the Resolution

| | Primadata | Variverge | The Master's Touch | Third Millennium | Information Outsource | SBF Enterprises | Infosend |
|---------------------------------------|----------------|---------------|--------------------|------------------------------------------------------------------|-------------------------|---------------------|----------------|
| Components | | | | | | | |
| Initial Application, Design and Setup | 0 | N/A | \$700 | \$1,975 | \$600 | \$298 | N/A |
| Program changes after initial setup | \$150 per hour | \$50 flat fee | \$110 per hour | \$350 per hour \$450 if less than 1,500 bills in single run | \$125 per hour | \$60 per hour | \$150 per hour |
| minimum service fee per bill cycle | N/A | N/A | \$250 per mailing | | \$150 per run | \$50 each month/run | N/A |
| Supply Costs | | | | | | | |
| Paper, Bills | .02 per page | .02 per page | included below | included | .025 per page | .02 per page | .015 per page |
| Pressure Sealed Envelope Form | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| #10 Envelope | .026 each | .04 each | .038 each | included | .035 each | .045 each | .023 each |
| Paper, Inserts | .16 per page | .013 per page | included below | .035 per page but not including cost of printing insert | based on specifications | .015 per page | .015 per page |
| Processing Costs | | | | | | | |
| pre-processing fee | 0 | N/A | N/A | included up to file approval Depends on option for paper type | .005 per UB | N/A | .05 per bill |
| first page/other fees | 0 | N/A | .143 per bill | | .090 per page | N/A | N/A |
| Billing Statements | | | | | | | |
| black and white single | 0.07 | 0.06 | 0.05 | 0.17 | | 0.1 | 0.112 |
| black and white duplex | 0.076 | 0.08 | 0.055 | 0.185 | | 0.12 | 0.112 |
| 2 color single | 0.12 | 0.07 | 0.055 | 0.195 | | N/A | 0.112 |
| 2 color duplex | 0.185 | 0.1 | 0.06 | 0.205 | | N/A | 0.112 |
| 3 color single | 0.12 | 0.07 | 0.055 | 0.261 | | N/A | 0.122 |
| 3 color duplex | 0.185 | 0.1 | 0.065 | 0.295 | | N/A | 0.122 |
| 4 color single | 0.12 | 0.07 | 0.06 | 0.361 | | 0.16 | 0.127 |
| 4 color duplex | 0.185 | 0.1 | 0.07 | 0.395 | | 0.22 | 0.127 |
| 8.5 X 11 Inserts | | | | | | | |
| black and white single auto | 0.055 | 0.025 | 0.05 | 0.167 | 0.14 | 0.06 | 0.112 |
| black and white single manual | 0.055 | 0.12 | N/A | 0.28 | 0.43 | 0.09 | 0.112 |
| black and white duplex auto | 0.06 | 0.045 | 0.055 | 0.22 | 0.145 | 0.08 | 0.112 |
| black and white duplex manual | 0.06 | 0.14 | N/A | 0.28 | 0.435 | 0.11 | 0.112 |
| 2 color single auto | 0.08 | 0.035 | 0.055 | 0.24 | 0.16 | N/A | 0.127 |
| 2 color single manual | 0.08 | 0.13 | N/A | 0.28 | 0.45 | N/A | 0.127 |
| 2 color duplex auto | 0.115 | 0.065 | 0.06 | 0.29 | 0.165 | N/A | 0.127 |
| 2 color duplex manual | 0.115 | 0.16 | N/A | 0.28 | 0.455 | N/A | 0.127 |
| 3 color single auto | 0.08 | 0.035 | 0.055 | 0.32 | 0.16 | N/A | 0.127 |
| 3 color single manual | 0.08 | 0.13 | N/A | 0.28 | 0.45 | N/A | 0.127 |
| 3 color duplex auto | 0.115 | 0.065 | 0.065 | 0.36 | 0.165 | N/A | 0.127 |
| 3 color duplex manual | 0.115 | 0.16 | N/A | 0.28 | 0.165 | N/A | 0.127 |
| 4 color single auto | 0.08 | 0.035 | 0.06 | 0.4 | 0.16 | 0.1 | 0.127 |
| 4 color single manual | 0.08 | 0.13 | N/A | 0.28 | 0.45 | 0.13 | 0.127 |
| 4 color duplex auto | 0.115 | 0.065 | 0.07 | 0.44 | 0.165 | 0.12 | 0.127 |
| 4 color duplex manual | 0.115 | 0.16 | N/A | 0.28 | 0.455 | 0.15 | 0.127 |

| | | | | | | | |
|------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Annual Total Estimated Cost (Not Including Postage) | \$ 4,203.94 | \$ 4,238.90 | \$ 6,662.86 | \$ 9,360.30 | \$ 5,415.30 | \$ 7,059.70 | \$ 6,353.98 |
|------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|

REQUEST FOR PROPOSAL

FOR THE PRINTING AND MAILING OF UTILITY BILLS

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: August 31, 2022

Due: September 28, 2022, 2:00 p.m.

LEGAL NOTICE

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 2:00 p.m. local time on September 28, 2022, and then at said office publicly opened and read aloud for the following:

RFP NO: 005

RFP ON: UTILITY BILL PRINTING AND MAILING

The Village of Willowbrook seeks assistance from a highly qualified firm to provide printing and mailing services for Village utility bills as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before September 28, 2022 at 2:00 p.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

The Village of Willowbrook reserves the right to reject or accept any or all proposals and to waive any informalities as deemed in the best interest of the Village.

Questions pertaining to the project may be directed to Alex Arteaga aarteaga@willowbrook.il.us no later than September 14, 2022, by 5:00 p.m.

Alex Arteaga

Assistant to the Assistant Village Administrator

Village of Willowbrook

PROPOSAL SERVICES PRICE SHEET
UTILITY BILL PRINTING AND MAILING

VariVerge, LLC hereby agrees to furnish to the Village all necessary facilities, equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the price(s) as follows:

Components

| | | |
|----------------------------------------------------|---------------------|---------------------|
| Initial application, design & setup | \$ <u>no charge</u> | per <u>—</u> |
| Program changes after initial setup: | \$ <u>50</u> | per <u>flat fee</u> |
| Minimum service fee per bill cycle (if applicable) | \$ <u>no charge</u> | per <u>—</u> |

Supply costs

| | | |
|----------------------|------------------|------|
| Paper, bills | \$ <u>0.02</u> | Page |
| Pressure Sealed Form | \$ <u>no bid</u> | Each |
| #10 Envelope | \$ <u>0.04</u> | Each |
| Paper, inserts | \$ <u>0.013</u> | Page |

Processing costs

| | | |
|-------------------------|---------------------|--------------|
| Pre-processing fee | \$ <u>no charge</u> | Per UB |
| First page / other fees | \$ <u>no charge</u> | per <u>—</u> |

Billing Statements

| | Single | Duplex | |
|----------------------------------------|----------------|----------------|-------------|
| Process, print, fold, insert and mail: | | | |
| Black & White | \$ <u>0.06</u> | \$ <u>0.08</u> | Page / Form |
| 2 Color | \$ <u>0.07</u> | \$ <u>0.10</u> | Page / Form |
| 3 Color | \$ <u>0.07</u> | \$ <u>0.10</u> | Page / Form |
| 4 Color | \$ <u>0.07</u> | \$ <u>0.10</u> | Page / Form |

8 1/2" X 11" Inserts

| | Single Auto | Single Manual | Duplex Auto | Duplex Manual | |
|----------------------------------------|-----------------|------------------|-----------------|------------------|------|
| Process, print, fold, insert and mail: | | | | | |
| Black & White | \$ <u>0.025</u> | \$ <u>0.12</u> | \$ <u>0.045</u> | \$ <u>0.14</u> | Page |
| 2 Color | \$ <u>0.035</u> | \$ <u>0.13</u> | \$ <u>0.065</u> | \$ <u>0.16</u> | Page |
| 3 Color | \$ <u>0.035</u> | \$ <u>0.13</u> | \$ <u>0.065</u> | \$ <u>0.16</u> | Page |
| 4 Color | \$ <u>0.035</u> | \$ <u>0.13</u> | \$ <u>0.065</u> | \$ <u>0.16</u> | Page |

Postage should not be included in the above pricing. Additional fees not covered above should be included on the Proposal Exception Sheet.



SUBMISSION INFORMATION

Village of Willowbrook
835 Midway Dr
Willowbrook, IL 60527

INVITATION: #005
BID OPENING DATE: September 28, 2022
TIME: 2:00 P.M. Local Time
LOCATION: Village Hall

COPIES: One (1) original, three (3) copies, and one (1) electronic (USB or compact disc)

REQUEST FOR PROPOSAL INFORMATION

Company Name: VariVerge, LLC
Address: 8949 Diplomacy Row
City, State, Zip Code: dallas, TX 75247

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: NA % NA DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items below (Exhibit A), subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Mckenzie Parker Company Name: VariVerge, LLC

Typed/Printed Name: mckenzie Parker Date: 9/21/22

Title: sales & marketing Telephone Number: 432-203-6935

E-mail: mckenziep@variverge.com Fax Number: NA

PROJECT SPECIFICATIONS

1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the “Village”, is a home-rule, AAA bond-rated municipality located in west-suburban DuPage County, approximately 25 miles west of downtown Chicago. The Village was founded in 1960 and has become a desirable community with great accessibility, high-quality schools and parks, a strong commercial sector, and a vibrant and community-minded residential base. O’Hare and Midway airports are a short distance away, and the nearby rail line transports commuters into Downtown Chicago in as short as 20 minutes. Willowbrook’s attractive location allows companies to serve local, national, and international markets from a stable Midwestern base. The Village’s accessibility and superior transportation linkages make Willowbrook an attractive place to live and work.

The Village employs 47 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

The Village is requesting proposals from qualified respondents who can provide utility bill (“UB”) printing and mailing services. The Village UBs include a combination of quarterly charges for water and meter fees.

The Village currently has approximately 2,100 active customers. Of these customers, approximately 250 are commercial accounts that are billed on a monthly basis while the remaining approximate 1,850 accounts are billed in three (3) separate cycles each quarter. One (1) billing cycle is generated monthly with an average of 850 bills per billing cycle.

Starting in January 2023, the Village desires and expects the selected contractor to bill all 2,100 active customer accounts on a monthly basis, thus eliminating the current billing cycle for residential water accounts. Starting January 2023, UB’s will include a combination of monthly charges for water and meter fees.

2. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm (“Contractor”) to provide **any or all** of the following services:

- Utility bill printing
- Utility bill mailing
- Occasional additional insert printing
- Occasional additional insert mailing (inserts will always be included in mailings alongside printed utility bills)

3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined above. Please provide a fee proposal as structured on page 3 of this RFP

consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP, but must provide a completed copy of page 3 of this RFP.

4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. The Village reserves the right to award the bid in part, or in whole, or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all proposals.

5. TERM OF AGREEMENT

Services are expected to begin January 2023 for a contract term of three (3) years from January 1, 2023 to December 31, 2025.

6. SPECIFICATIONS

See pages 20-23

7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527

8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

| DATE | ACTIVITY |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| August 31, 2022 | Request for Proposals are advertised on the Village website. |
| September 14, 2022 | Last day to submit questions and requests for clarification. |
| September 28, 2022 | <i>Deadline for Proposal Submission. Proposals received after the date and time identified will be returned upopened.</i> Submit One (1) original, three (3) copies, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by September 28, 2022 before 2:00 P.M. CST, to: |

| | |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>Village of Willowbrook</p> <p>835 Midway Dr, Willowbrook IL 60527</p> <p>RFP # 005</p> <p>RFP ON: UTILITY BILL PRINTING AND MAILING</p> |
| October 4 – 7, 2022 | Respondent Contractor Interviews |
| October 24, 2022 | Potential Approval of Firm by Willowbrook Board of Trustees |
| January 1, 2023 | Project Start Date: Utility Bill Printing and Mailing Procedure to Begin |

9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: aarteaga@willowbrook.il.us. Questions are required no later than 5:00 P.M. on September 14, 2022.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. ADDITIONAL INFORMATION

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractor's failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by Contractor in replying to this Request for Proposal.

2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

3. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

4. EVALUATION PROCESS

The Village will apply the evaluation criteria specified herein in determining the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village receive written proposals as follows: One (1) original, three (3) copies, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
 - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
 - b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
 - iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.
 - c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.
- C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

5. EVALUATION CONSIDERATION

A. Responsiveness with Request for Proposals

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

B. Required Submittals

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

C. Acceptability of Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;

ii. Unacceptable

| Grading Criteria Value | |
|------------------------|---------------------------------------|
| 1. | Services Provided |
| 2. | Qualifications and Experience of Firm |
| 3. | References of Firm |
| 4. | Proposal Pricing |

1. Services Provided

Rating will be based on an assessment of the Contractors' knowledge and understanding of the the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include the backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

2. Qualifications and Experience of Firm

Provide a narrative describing the role of and introducing each key individuals or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

3. References of the Firm

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum, five (5) project references with contact names, titles, telephone

numbers, e-mail and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience on this type of project will receive fewer points.

4. Proposal Pricing

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.

GENERAL TERMS AND CONDITIONS

1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

3. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Willowbrook is the only official source for proposal packages and supporting materials. Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village

Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

6. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

7. HOLD HARMLESS

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

8. RESERVATION OF RIGHTS

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to

accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

9. CHANGE IN STATUS

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

10. SUBCONTRACTORS

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

11. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

12. JURISDICTION, VENUE, CHOICE OF LAW

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

13. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

Contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

15. TERMINATION

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

16. NON APPROPRIATIONS

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

17. PROPERTY OF THE VILLAGE

All documents, findings and work product produced as a result of these services shall become the property of the Village.

18. EQUAL EMPLOYMENT OPPORTUNITY

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

20. AUDIT/ACCESS TO RECORDS

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

21. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures are included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.

22. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

23. RESPONSIBILITY OF CONTRACTOR

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

24. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal.

Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

25. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

26. COMPETENCY OF CONTRACTOR

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

SPECIFICATIONS

1. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Utility bill printing
- Utility bill mailing
- Occasional additional insert printing
- Occasional additional insert mailing (inserts will always be included in mailings alongside printed utility bills)

2. SCOPE

Starting in January 2023, the Village desires and expects the selected contractor to bill all 2,100 active customer accounts on a monthly basis, thus eliminating the current quarterly billing cycle for residential water accounts. Starting January 2023, UB's will include a combination of monthly charges for water and meter fees.

The following Specifications and other provisions shall govern the performance of the proposed Work and will be made a part of the Contract.

General

1. Respondents must have the capability to perform all services required to print and mail the Village's UBs within five (5) business days of receiving the billing data.
2. UB Design
 - a. Respondent shall work with the Village to design a UB that will be similar to that which is currently in use.
 - b. A sample of the current UB is attached in Appendix One of this RFP.
 - c. Any format changes required by the Respondent are subject to the approval of the Village. Critical design elements include:
 - i. The UB shall be approximately 8 1/2" x 11" in size.
 - ii. Laser duplex printed in up to four (4) colors.
 - iii. There will be one (1) full-width micro perforation on the UB that detaches as the remittance advice.
 - iv. MICR ink is not required.
 - v. UBs shall provide the same information as currently provided on existing UBs, see the example UB in Appendix One.

VILLAGE SPECIFICATIONS

UTILITY BILL PRINTING AND MAILING

(Continued)



Step 1 - Village Generates TXT File for Bill Run

- a. The Village manages its customer account information using BS&A Utility Billing (“UB”) software.
- b. Each billing cycle’s UB data will be provided electronically in an .TXT file format.
- c. Instructions for how to receive an example of the .TXT file is provided in Appendix One.

Step 2 – Respondent Generates “Pre-Bill”

- a. A single pdf file containing the pre-bills is preferred to separate files for each UB.
- b. Respondent will also provide control totals for each mailing that will include, at a minimum, the total number of records and the total dollar amount billed.

Step 3 – Village Approves Pre-bills

- a. The Village will confirm control totals and review a sample of pre-bills.
- b. The Village will notify the Respondent that the pre-bills are approved prior to the final UBs being printed and mailed.

Step 4 – Respondent Prints and Mails Bills to Residents

- a. Respondent may use either a pressured sealed form or 8 ½” X 11 paper, at least 20 lb weight and 92 white brightness inserted into a #10 window envelope of matching color to mail UBs.
- b. Return envelopes will not be provided.
- c. The front of the Mailing (envelope or pressure sealed form) will have a full-width notation on the front of the envelope labeled “Water Bill Enclosed” along with the Village’s return address and logo. The artwork for the logo will be supplied by the Village.
- d. All UBs mailed must conform to all United States Postal Service regulations such as CASS certification, Move Update standards or any other regulations that may apply.
- e. Inserts may be included in a mailing from time-to-time at the Village’s request.
- f. Respondent will provide Village with a report of all rejected / returned mail received by Respondent.

VILLAGE SPECIFICATIONS
UTILITY BILL PRINTING AND MAILING

(Continued)

Company Information

Please provide a brief summary of the following items **in the back of the proposal**, including, but not limited to:

1. Company history and number and location(s) of offices in the United States
2. Experience and qualifications, highlighting current or previous Munis UB experience
3. Key personnel
4. Staffing
5. Processes and methodology
6. Quality controls
7. Internal controls
8. Facility and data security
9. Disaster recovery plan
 - a. Alternate processing facilities
 - b. Ransomware attack
10. Industry certifications and/or awards
11. Sample of current UBs

Additional Services

Descriptions and pricing of additional services currently available or expected to be available within twelve (12) months (i.e. customer portals, online payment processing) may be included in a separate section at the end of the proposal.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$2,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$5,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$5,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to aarteaga@willowbrook.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall

furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to aarteaga@willowbrook.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
 - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

2. AFFIDAVITS

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

3. NEW PARTS AND MATERIALS

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the contractor warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

6. TOXIC SUBSTANCES DISCLOSURES

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

**PROPOSAL EXCEPTION SHEET
UTILITY BILL PRINTING AND MAILING**

The successful Respondent's Proposal will be attached in its entirety in Attachment One to the Contract Document in Appendix Two of this RFP.

Any and all exceptions to the specifications, timing, scope of work, quantities, units of measure, materials, equipment, processes, affirmations, certifications, contract document terms and conditions and/or any other part of this RFP **MUST** be clearly and completely indicated below.

EXCEPTIONS TAKEN: ☐ NO ☒ YES (List below)

*we will not be bidding on or providing
pressure sealed forms.*

Attach additional pages if necessary.

REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2015.

Municipality/Agency: City of Amarillo
Address: 601 S. Buchanan
City, State, Zip Code: Amarillo, TX 79101
Contact Person/Telephone Number: Lupe Quinonez - 806-378-4214
Dates of Service/Award Amount: 2019-current - send 8,000 bills/month

Municipality/Agency: City of Canyon
Address: 301 11th Street
City, State, Zip Code: Canyon, TX 79015
Contact Person/Telephone Number: Lee Porter - 806-655-5000
Dates of Service/Award Amount: 2020-current - send 4,200 bills/month

Municipality/Agency: City of Hereford
Address: 224 Lee Avenue
City, State, Zip Code: Hereford, TX 79045
Contact Person/Telephone Number: Steve Bartels - 806-363-7101
Dates of Service/Award Amount: 2012-current - send 10,000 bills/month

Municipality/Agency: Lummi Tribal Sewer & Water District
Address: 2156 Lummi View Drive
City, State, Zip Code: Bellingham, WA 98226
Contact Person/Telephone Number: Coleen Ryan - 360-758-7167
Dates of Service/Award Amount: 2020-current - send 1,500 bills/month

Municipality/Agency: City of Lyons
Address: 1101 NE Broad Street
City, State, Zip Code: Lyons, GA 30436
Contact Person/Telephone Number: Sharese McDonald - 912-526-3626
Dates of Service/Award Amount: 2015-current - send 3,500 bills/month

DISQUALIFICATION OF CERTAIN CONTRACTORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

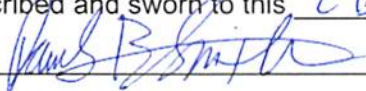
(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 27th day of September, 2022.



Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Mckenzie Parker, being first duly sworn, deposes and says that
he is Officer

(Partner, Officer, Owner, Etc.)

Of Variverge, LLC
(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

Variverge, LLC
(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 27th day of September, 2022.

[Signature]

Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

TAX COMPLIANCE AFFIDAVIT

Mckenzie Parker, being first duly sworn, deposes and says that
he is Officer

(Partner, Officer, Owner, Etc.)

Of Variverge, LLC
(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

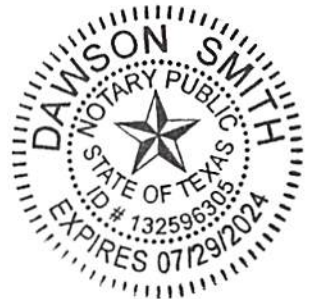
(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 27th day of September, 2022.

Paul B. Smith

Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: Love Envelopes # of Years in Business: 60 years
Address: 1130 Quaker St., Dallas, TX 75201 # Years used by Contractor: 10+

Services Provided by Sub-Contractor:

envelope manufacturer

Name: AC Printing # of Years in Business: 49 years
Address: 3400-1 S. Raider Dr., Euless, TX 76040 # Years used by Contractor: 7

Services Provided by Sub-Contractor:

offset insert printing partner

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

CONFLICT OF INTEREST

McKenzie Parker, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

Variverge, LLC

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

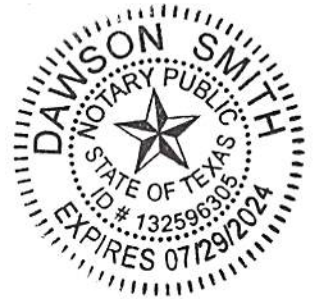
(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 27th day of September, 2022.

[Signature]

Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

BILLING INFORMATION

- ❖ Please check your meter against current reading on bill and notify us of any discrepancies.
- ❖ All water passing through the water meter will be used to determine your service bill whether used or wasted.
- ❖ Please notify our department if you are moving.
- ❖ In the event of a difference in readings between a remote read and your meter, the meter reading will control.
- ❖ Failure to receive a bill does not exempt a customer from late payment penalties.
- ❖ Previous balance – This is the amount in arrears. This amount is due immediately to avoid receiving a termination of service notification.

PUBLIC WORKS CONTACT INFORMATION

For billing inquiries call (630) 920-2238, Monday through Friday from 8:30 AM – 4:30 PM.
If possible, please check water meter reading before calling to dispute a bill.

For 24/7 emergency service call: 9-1-1

Find us on the internet at <http://willowbrookil.org>.

All written correspondence should be directed to:
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527-5549
Attn: Water Department

| WATER RATES (As of January 1, 2015) | |
|------------------------------------------------------------------------------------------------------------|-----------------------|
| Single Family Residential Billed Quarterly: | |
| First 36,000 gallons | \$9.67/1,000 gallons |
| Over 36,000 gallons | \$11.14/1,000 gallons |
| A minimum bill (\$78.56) may be sent if no reading is available and/or consumption is less than 9,000 gal. | |
| All Others Billed Monthly: | |
| First 12,000 gallons | \$9.67/1,000 gallons |
| Over 12,000 gallons | \$11.14/1,000 gallons |
| MINIMUM BILL ACCORDING TO METER SIZE | |

PAYMENT METHODS

- ❖ The Village accepts cash, checks and credit/debit cards at the Village Hall during normal business hours. Please return remittance stub with payment.
- ❖ The Village also offers "Direct Pay" which deducts your bill directly from your bank account on the due date. If you are currently a user of this service, please notify us in writing should any of your banking information change. The direct pay application is available in the Forms and Application section of our website. For information about this service, please call our billing department at (630) 920-2238.
- ❖ Please include your account number on your check. Allow 7 business days for receipt when mailing your payment. Your bill is not considered paid until the payment is received.
- ❖ **Credit Cards/Debit Cards are accepted online at willowbrookil.org. A service fee will apply. Visit our website for more information.**

TO PAY BY MAIL or IN PERSON:

Make check payable to Village of Willowbrook and mail to:

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527-5549

Payments can also be made 24/7 using the drop box located at the Village Hall at 835 Midway Drive. The dropbox is located at the front (south) entrance and there is a drive up drop box available near the main entrance. We are not responsible for cash payments left in the drop box. Post-dated checks will be returned to issuer.

UTILITY BILL .TXT FILE

The Village of Willowbrook has created a sample .TXT Utility Billing file that can be provided to interested vendors. To request a copy of this file, please email Alex Arteaga, Assistant to the Village Administrator at aarteaga@willowbrook.il.us.

In your email please include "Requesting Sample Utility Billing File" in the subject line.

BS&A Software Utility Billing System® Generic Bill Export Version 3

Last Modified: 06/01/2016

Telephone: (517) 641-8900

Export Information:

- 1) All fields are left justified and space filled to the right.
- 2) Unused fields will be padded with spaces.
- 3) Field Types: AN (alpha numeric); N (numeric); D (decimal); DT (date: mm/dd/yyyy)

Last Modification(s)

02/03/2014: Last Due Date added
 10/15/2014: Print Group, Paperless Customer, and Primary Print Group fields added
 11/01/2014: Current Meter Read Multiplied, Previous Meter Read Multiplied, Usage Multiplied, Billed Usage (multiplied)
 12/01/2014: Last Bill Calculation Amount
 03/15/2015: Mailing Name2 added
 05/15/2015: Additional graph point added (now 13 instead of 12), added meter user1field
 08/01/2015: Payment plan fields added
 8/15/2015: Seasonal Usage Used field added
 03/01/2016: Email field added; Misc / Overflow section added.
 05/01/2016: Irrigation category added to the graph section
 08/03/2016: Third party auto pay added to Account section
 01/15/2019: Bridgestone ClientId added to Misc/Overflow Section
 03/18/2019: Fields Names of Third Party Auto Pay and Primary Print Group Display corrected
 11/15/2019: Debt payment and debt balance fields added
 05/01/2020: Outstanding deposit total added
 06/01/2020: Resident pin # added
 09/01/2020: Certification balance added

| Field Name | Offset | Length | Type; Comments |
|-----------------------------------------------------------------------|----------|-----------|---------------------------------------------------------------------------------|
| <i>Account Section - Contains basic information about the account</i> | | | |
| Account # | 1 | 25 | AN |
| Parcel # | 26 | 25 | AN |
| Cycle Name | 51 | 20 | AN |
| Cycle Code | 71 | 4 | AN |
| Account Class | 75 | 20 | AN |
| Route / Book | 95 | 10 | AN |
| Zone / Section | 105 | 20 | AN |
| Account Status | 125 | 20 | AN; Ex: Active, Inactive, Final Bill, First Bill |
| Account Id / Record # | 145 | 10 | N; unique Id stored on each account |
| Barcode (unformatted) | 155 | 30 | AN; You will need to format this string in Barcode 128 or Barcode 3 of 9 format |
| OCR Scan Line | 185 | 80 | AN; if applicable - bank specific OCR scanline |
| Print Group | 265 | 20 | AN |
| Third Party Auto Pay | 285 | 1 | AN; Y=yes, N=no |
| Primary Print Group Account | 286 | 1 | AN; T or F |
| Space | 286 | 78 | For future use |

Service Address Section - Contains information about the property address for the account

| | | | |
|-----------------------|-----|----|----------------------------------------------------|
| Service Address | 365 | 62 | AN; property street address (ex. 101 N. Main St) |
| Service Address City | 427 | 25 | AN; property city |
| Service Address State | 452 | 2 | AN; property state |
| Service Address Zip | 454 | 10 | AN; property zip |
| Space | 464 | 50 | For future use |

Mailing Section - Contains information on where bill or notice needs to be sent

| | | | |
|------------------------------|-----|----|-------------------------------------------------------------------------|
| Mailing Name | 514 | 35 | AN |
| Mailing Care Of | 549 | 35 | AN |
| Mailing Address Line1 | 584 | 40 | AN |
| Mailing Address Line2 | 624 | 40 | AN |
| Mailing City | 664 | 25 | AN |
| Mailing State | 689 | 2 | AN |
| Mailing Zip | 691 | 10 | AN |
| ACH Customer | 701 | 1 | AN; T or F |
| Account Pin # | 702 | 8 | AN; pin # used for accessing online account information. Account based. |
| Paperless Customer | 710 | 1 | AN - T or F |
| Mailing Name2 | 711 | 35 | AN; secondary mailing name on the account |
| Space | 746 | 6 | For future use |

Billing Dates Section - Contains billing dates for the current billing

| | | |
|---------------|-----|---------------------------------------------------|
| Billing Date | 752 | 10 DT |
| Billing From | 762 | 10 DT |
| Billing To | 772 | 10 DT |
| Billing Days | 782 | 3 N |
| Due Date | 785 | 10 DT |
| Past Due Date | 795 | 10 DT |
| Last Due Date | 805 | 10 DT; due date of the last bill that was printed |
| Space | 815 | 10 For future use |

Totals Section - Contains information about the current and past billings in total

| | | |
|--------------------------------|-----|-------------------------------------------------------------------------------|
| Total Amount Due | 825 | 10 D; Total amount that is owed by the customer |
| Total Amount Due If Late | 835 | 10 D; Total amount owed by the customer after penalty has been applied |
| Total Current Billing Amount | 845 | 10 D; Amount of the current billing |
| Total Current Sales Tax Amount | 855 | 10 D; Amount of the current billing sales tax |
| Total Non-Current Amount Due | 865 | 10 D; Total of non-current billing and sales tax (sum of the next 4 fields) |
| Total Previous Billings Due | 875 | 10 D; Amount of non-current billings owed |
| Total Previous Sales Tax Due | 885 | 10 D; Amount of non-current sales tax owed |
| Total Penalty Amount Due | 895 | 10 D; Amount of penalty owed |
| Total Interest Amount Due | 905 | 10 D; Amount of interest owed |
| Previous Balance Code | 915 | 2 AN |
| Flat Budget Billing Amount | 917 | 10 D; Flat budget billing amount if applicable |
| Flat Budget Billing Actual Due | 927 | 10 D; Actual amount that is owed on the account |
| Space | 937 | 40 For future use |

Misc Transactions Section part 1 - Contains miscellaneous transactions that have occurred since the last billing (gathered from history)

| | | |
|--------------------------------|------|------------------------------------------|
| Payments Since Last Billing | 977 | 10 D; Payments since the last billing |
| Adjustments Since Last Billing | 987 | 10 D; Adjustments since the last billing |
| Penalties Since Last Billing | 997 | 10 D; Penalties since the last billing |
| Interest Since Last Billing | 1007 | 10 D; Interest since the last billing |

Bill Message Section - Contains message to be displayed on bill or notice

| | | |
|--------------------|------|--------|
| Bill Message Line1 | 1017 | 100 AN |
| Bill Message Line2 | 1117 | 100 AN |
| Bill Message Line3 | 1217 | 100 AN |
| Bill Message Line4 | 1317 | 100 AN |

Past Due / Shutoff Notice Section. The following 3 fields are used for printing past due or shutoff notices

| | | |
|---------------------------|------|----------------------------------------------------|
| Past Due / Shutoff Amount | 1417 | 10 D; used when sending past due / shutoff notices |
| Past Due / Shutoff Date | 1427 | 10 DT |
| Space | 1437 | 30 For future use |

Misc Transactions Section part 2 - Contains miscellaneous transactions that have occurred since the last billing (gathered from history)

| | | |
|------------------------------|------|--------------------------------------------------------------|
| Last Billing Balance | 1467 | 10 D; Balance as of last billing |
| Last Bill Calculation Amount | 1477 | 10 D; Prior billing amount generated (last billing period) |

Last Payment Section - Contains last payment information

| | | |
|---------------------|------|--------------------------------------------|
| Last Payment Amount | 1487 | 10 N; Last payment amount made by customer |
| Last Payment Date | 1497 | 10 DT |
| Space | 1507 | 50 For future use |

Billing Item Section. This contains 25 separate billing items. Unused items will be filled in with spaces
This section spans 12,500 characters (25 billing items * 500 characters [each item is 500 characters])

| | | |
|-------------------------------|------|----------------------------------------------------------------------------|
| Billing Item Name | 1557 | 20 AN; Name of the item being charged (ex. Water) |
| Billing Item Name Description | 1577 | 50 AN; Longer version of name (if applicable) |
| Billing Item Rate | 1627 | 25 AN; Name of billing item rate |
| Billing Item Rate Description | 1652 | 50 AN; Longer version of billing item rate (if applicable) |
| Rate Unit of Measurement | 1702 | 10 AN; Gallons, KWH, KW, etc |
| Billing Item Code | 1712 | 4 AN; Item code if applicable |
| Current Billing Amount | 1716 | 10 D; Current billing amount for the item |
| Current Sales Tax Amount | 1726 | 10 D; Current salex tax amount for the item |
| Non-Current Amount Due | 1736 | 10 D; Total non-current billing and sales tax (sum of the next 4 fields) |
| Previous Billings Due | 1746 | 10 D; Non-Current billing amount for the item |
| Previous Sales Tax Due | 1756 | 10 D; Non-Current salex tax amount for the item |

| | | |
|--------------------------------------|------|---------------------------------------------------------------------|
| Penalty Amount Due | 1766 | 10 D; Penalty amount for the item |
| Interest Amount Due | 1776 | 10 D; Interest amount for the item |
| Total Amount Due | 1786 | 10 D; total amount due for the item; including current amount(s) |
| Current Meter Read | 1796 | 12 N; Current read used in the billing (if applicable) |
| Current Meter Read Date | 1808 | 10 DT |
| Current Meter Read Type | 1818 | 15 DT |
| Current Meter Read Type Code | 1833 | 1 DT |
| Previous Meter Read | 1834 | 12 N; Previous read used in the billing (if applicable) |
| Previous Meter Read Date | 1846 | 10 DT |
| Previous Meter Read Type | 1856 | 15 DT |
| Previous Meter Read Type Code | 1871 | 1 DT |
| Current Usage | 1872 | 12 N; Usage amount used in the billing current read - prev read) |
| Total Multiplied Usage | 1884 | 12 N; Total usage amount including attached meter usage |
| Meter Id | 1896 | 15 AN: The Id of the associated meter |
| REU's / Number of Units | 1911 | 10 N; The number of units / REU multiplier associated with the item |
| Meter Multiplier | 1921 | 10 N; Usage multiplier for the meter (if applicable) |
| Billed Usage (multiplied) | 1931 | 12 N; Usage amount used in the billing current read - prev read) |
| Seasonal Usage Used | 1943 | 1 A; Y=yes, N=no |
| Debt Balance | 1944 | 10 D; Balance of debt owed |
| Debt Payment Amount | 1954 | 10 D; Debt amount to be paid/billed each billing |
| Space | 1964 | 93 For future use |

Service Section. This section contains 10 metered services. Unused services will be filled in with spaces

This section is only used if the unit want to separate meter reads & usage from the billing items (above).

This section spans 2,500 characters (10 services * 250 characters [each service is 250 characters])

| | | |
|--------------------------------|-------|----------------------------------------------------------------|
| Service Name | 14057 | 20 AN; Name of the metered service |
| Current Meter Read | 14077 | 12 N; Current read for the meter (if applicable) |
| Current Meter Read Date | 14089 | 10 DT |
| Current Meter Read Type | 14099 | 15 DT |
| Previous Meter Read | 14114 | 12 N; Previous read for the meter (if applicable) |
| Previous Meter Read Date | 14126 | 10 DT |
| Previous Meter Read Type | 14136 | 15 DT |
| Current Usage | 14151 | 12 N; Meter usage amount |
| Last Years Usage | 14163 | 12 N; Last years meter usage |
| Usage Percent Change | 14175 | 10 D; % difference between current and last years usage |
| Meter Number | 14185 | 15 Auto meter ID for the associated service |
| Meter Size | 14200 | 20 Meter size for the associated service |
| Current Usage Days | 14220 | 3 Days elapsed from the current and previous read |
| Meter Serial Number | 14223 | 15 Meter serial number for the associated service |
| Multiplied Current Meter Read | 14238 | 12 N; Multiplied current read for the meter (if applicable) |
| Multiplied Previous Meter Read | 14250 | 12 N; Multiplied previous read for the meter (if applicable) |
| Multiplied Current Usage | 14262 | 12 N; Multiplied meter usage amount |
| User1Field | 14274 | 20 AN; User defined meter field |
| Space | 14294 | 13 For future use |

Graph Section. This section contains usage graphing information for 13 points (oldest to newest)

This section is only used if the unit wishes to print a usage graph on their bill. It's broken out by Water and Electric usage

This section spans 1,300 characters (13 graph points * 100 [each graph point is 100 characters])

| | | |
|------------------------|-------|------------------------------------|
| Water Usage Label | 16557 | 10 AN; X-Axis graph label (date) |
| Water Usage | 16567 | 12 N; X-Axis water usage amount |
| Electric Usage Label | 16579 | 10 AN; X-Axis graph label (date) |
| Electric Usage | 16589 | 12 N; X-Axis electric usage amount |
| Gas Usage Label | 16601 | 10 AN; X-Axis graph label (date) |
| Gas Usage | 16611 | 12 N; X-Axis electric usage amount |
| Irrigation Usage Label | 16623 | 10 AN; X-Axis graph label (date) |
| Irrigation Usage | 16633 | 12 N; X-Axis electric usage amount |
| Space | 16645 | 12 For future use |

Payment Plan Section. This section contains basic information about account payment plans (if applicable).

| | | |
|------------------------------------|-------|----------------------------------------------------------|
| Payment Plan Amount | 17857 | 10 D; Original payment plan amount (orig. amount) |
| Payment Plan Balance | 17867 | 10 D; Remaining balance of payment plan (amount due) |
| Payment Plan Expire Date | 17877 | 10 DT; Date the payment plan needs to be paid off |
| Payment Plan Next Scheduled Amount | 17887 | 10 D; Next scheduled payment plan tier amount to be paid |
| Payment Plan Next Scheduled Date | 17897 | 10 DT; Next scheduled payment plan tier due date |

Misc / Overflow Section.

| | | |
|---------------------------|-------|----------------------------------------------------------------------------|
| Email Address | 17907 | 50 AN; Email address for the customer in the Mailing Section |
| Bridgestone ClientId | 17957 | 2 AN; Custom field for Bridgestone |
| Outstanding Deposit Total | 17959 | 10 D; Total outstanding deposit amount for account |
| Resident Pin # | 17969 | 8 AN; pin # used for accessing online account information. Resident based. |
| Certification Balance | 17977 | 10 D; Total balance of certifications for account |
| Space | 17987 | 270 For future use |
| Carriage Return | 18257 | 1 0x0D |
| Line Feed | 18258 | 1 0x0A |



1. Services Provided

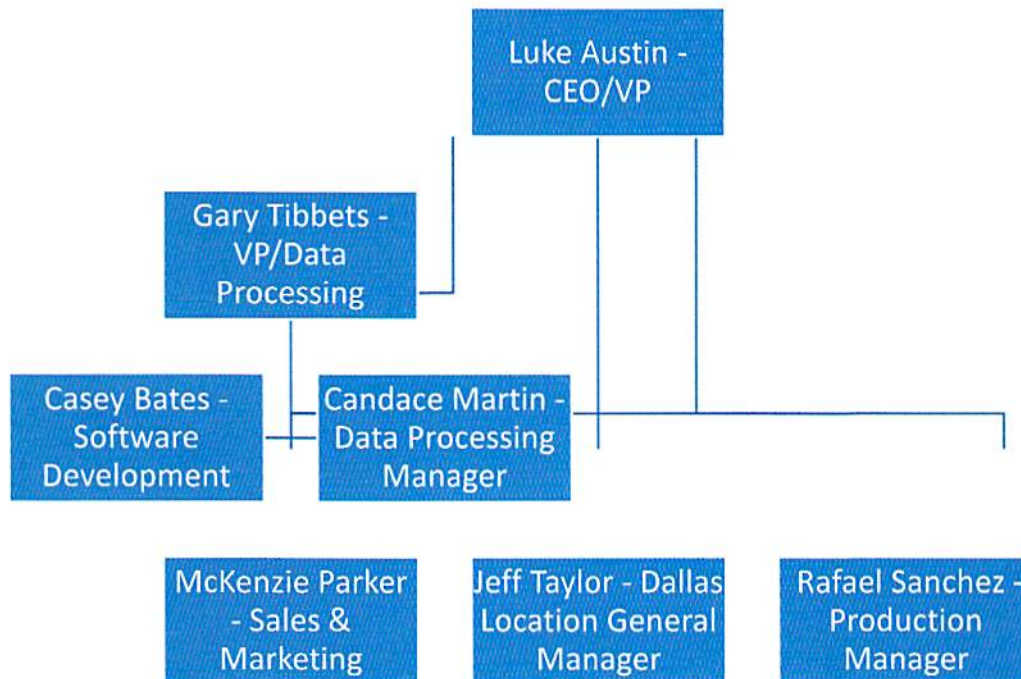
Below is the proposed schedule and process that will take place if we are awarded the bid and is the process that we follow with our other utility billing clients.

- Bid awarded to VariVerge, a New Customer Checklist and a New Job Checklist is sent out internally to VariVerge staff to notify the team of the new customer and details surrounding it.
- An instruction sheet on how to set up an SFTP account login will be provided to the lead contact at the Village of Willowbrook.
- VariVerge will request sample test data for bills to get the Village set up in our software and systems.
- Our data processing team will process the test data and provide proofs to the Village to verify that all values look correct and there are no changes or typos on the statements that need to be corrected prior to receiving live data.
- Materials will either be ordered or verified that our standard #10 envelopes comply with the Village specifications.
- Live data will be transmitted to VariVerge from the Village to the VariVerge secure FTP site and processing will begin.
 - A set of 5 automated emails will be sent to the pre-appointed Village personnel throughout the process. One when we receive your file, one when we process it, print, insert and deliver to the post office. This will keep the Village on a real time update of where their job is at in our system and processes.
- Proof approval will be required before printing can begin, especially in the case of using an electronic data file, to ensure that all information is correct.
- 2D barcodes will be placed on the bill that cameras on our inserters read as the bills pass through our equipment. This process is in place to track the bills throughout the printing and inserting phase. The inserters are checking back against the original data file to verify that all pieces are printed and inserted correctly, 100%. If any pieces were damaged or not inserted, a reprint file is created and placed back on the inserter until we reach 100% completion. This process also prevents the possibility of “double stuffing” a bill.
- Appropriate inserts will either be printed or provided to VariVerge to include with the bills if necessary or requested by the Village.
- Bills will then be folded and inserted into the #10 envelopes, along with required insert(s) and inserted to show the IMB barcode and mailing addresses through the windowed envelope.



- #10 envelopes will have a meter strip of postage applied for the appropriate amount of postage. Bills are tray and submitted to the Dallas, Texas BMEU for distribution.
- As a value added service, we can also track and trace your bills through the use of the IMB barcode. We developed a web page that we send the customer that will track the mail pieces through the scans at the USPS. As the mail pieces are scanned and delivered, that webpage will update for delivery status.
- Additionally, we partner with a payment platform service if that was needed in the future.
- Disaster Recovery
 - VariVerge has two locations for a disaster recovery plan. We will primarily utilize the Dallas location for the Village bills, but in the event of a disaster, bills will be moved to the Amarillo facility with little to no downtime or delay in services to the Village.
 - If Disaster Recovery were to be employed, the Azure Site could be failed over to another Azure datacenter and the on premises resources exist in both Amarillo and Dallas (printers and equipment). Near line local backups exist in each facility and can be recovered quickly in the event of system update failure or corruption.
 - We also have relationships with a print vendor in Kentucky should either of our locations be in a disaster recovery state. We could transfer to their location until our facilities were back up and running.
 - VariVerge is SSAE 18 compliant and we have the SOC I and II designations. A copy of the report is available upon request.

2. Qualifications and Experience of Firm



Personnel Assigned to this Contract:

- Luke Austin – In the print and mail industry for 20 years. Luke received his BBA in Finance from Baylor University and his Masters in Accounting from the University of Virginia. Oversees the project from a high level from start to finish beginning at implementation.
- Gary Tibbets – Gary handles the data processing for VariVerge. Once the data file is received through the FTP site, Gary processes and organizes the data to create a print file. Gary has 30 years of experience in data processing. Gary worked for 10 years at EDS managing bank processing centers before moving into the print & mail industry with VariVerge. Gary brings over 30 years of experience and expertise in the print & mail industry to VariVerge.
- McKenzie Parker – In the printing and mailing industry for 12 years. McKenzie received her BA in Public Relations from Pepperdine University. McKenzie will coordinate and be the initial point of contact and the liaison between VariVerge and the Village, as well as point of contact throughout the life of the contract.
- Casey Bates is a custom computer programmer. Should the project require a special programming piece or the Village requests something tailored and specific to them, Casey would build the software specific to the project. Additionally, implements future internal software projects to streamline our processes and elevate our service.
- Candace Martin is our Data Processing Manager for PDF jobs. Candace brings 10 years of experience in the print and mail industry. She is also involved in inventory ordering and backup data processing.



- Jeff Taylor – In the printing and mailing industry for 20 years. Jeff is the general manager of the Dallas location and will oversee the day to day printing of the documents and oversight of staff when the files are transmitted to VariVerge.
 - Certifications:
 - Epic technical operator certification
 - Epic remove/replace certification
 - Epic global controls certification.
- Rafael Sanchez – In the mail industry for over 15 years and he is the production manager in Dallas who will manage the materials and the scheduling of jobs to be placed on our job board. He will ensure that the documents are being delivered to the post office within the agreed upon turnaround time.
- **Brief Company History**
 - VariVerge began in the printing and mailing industry by serving county appraisal districts and tax offices. From there, we have grown that market to include printing and mailing for 120 counties in Texas in the production of their appraisal notices and/or tax statements. VariVerge then began providing printing and mailing services to City municipalities in the production of their utility billing statements. We currently process for several Cities with similar quantities to The Village of Willowbrook. Our team has the knowledge and expertise from working with other utility billing clients. We are a family owned and operated business, so you will always get a live person to talk to when you call and often have our team's cell phone numbers in the event of afterhours issues. We also provide printing and mailing services to financial institutions, insurance companies, medical billing statements, etc. Working with a variety of clients allows us to have a unique and diverse set of experience throughout our company employees.
- **Qualifications**
 - With over 20 years of experience in the printing and mailing industry, we have the expertise to handle all of the printing and mailing situations that may arise. Through our longstanding relationships with vendors who provide materials, we get the best value to you for materials and any inserts that will be needed. We also work closely with the Dallas BMEU and have an extensive knowledge of the mailing rates and processes to streamline the printing and mailing of your required documents. Additionally, we are SSAE 18 SOC I and II compliant. This is an independent audit that is performed on an annual basis that shows that we have controls in place to protect your sensitive data both physically and electronically from physical data breaches and/or cyber-attacks.

3. References of the Firm

1. City of Amarillo
 - Lupe Quinonez, 806-378-4214, lupe.quinonez@amarillo.gov
 - 601 S. Buchanan Amarillo, Texas 79101
 - Print and mail special notices, water bills and final bills from daily electronic files and mailed for multiple cycles throughout the month. On Tyler Technologies, Munis package.
 - Contract start date 2019 – current
 - Print and mail 81,000 utility bills/month and 770 final bills/month.
2. City of Canyon
 - Lee Porter, 806-655-5003, lporter@canyontx.com
 - 301 16th Street Canyon, TX 79015
 - Print and mail monthly utility billing statements received from an electronic data file. Often include an insert provided in a digital format from the Chamber of Commerce. On Tyler Technologies Software.
 - Contract start date 2020 – current
 - Print and mail 4,200 utility bills/month.
3. City of Dumas
 - Bethany Alwan, 806-934-7101 x204, balwan@dumastx.gov
 - 124 W. 6th Street Dumas, TX 79029
 - Print and mail utility bills and late notices received from an electronic data file and mailed one per month for each job. On Tyler Technologies, Incode package.
 - Contract start date 2020 – current
 - Print and mail 5,900 utility billing statements/month and 970 late notices/month.
4. City of Hereford
 - Steve Bartels, 806-363-7102, steveb@wtrt.net
 - 224 N. Lee Avenue Hereford, Texas 79045
 - Print and mail monthly utility billing statements, late notices and final bills received from an electronic data file. On Tyler Technologies, Incode package.
 - Contract start date 2012 – current
 - Print and mail 1,063 late notices/month, 85 final bills/month and 9,858 utility bills/month. Utility bills are sent in two cycles of 4,000+ each month.
5. City of Lyons
 - Sharese McDonald, 912-526-3626, smcdonald@lyonsga.org
 - 161 NE Broad Street Lyons, GA 30436
 - Print and mail monthly utility billing statements received from an electronic data file from one billing cycle per month. On Tyler Technologies software.
 - Contract start date 2015 – current
 - Print and mail 1,780 utility billing statements/month.
6. Lummi Tribal Sewer and Water District



- Coleen Ryan, 360-758-7167, coleenr@ltswd.com
 - 2156 Lummi View Drive Bellingham, WA 98226
 - Print and mail monthly utility billing statements. On Harris Govern Software.
 - Contract start date 2020 – current
 - Print and mail 1,570 water billing statements/month
7. Value Power
- Tanveer Sayani, 832-722-7995, tsayani@myvaluepower.com
 - 1717 St James Place, Suite 400 Houston, TX 77056
 - Print and mail monthly utility billing statements and disconnect notices from multiple billing cycles/month.
 - Contract start date 2021 – current
 - Print and mail 3,500 utility billing statements/month and 1,150 disconnect notices/month.



4. Proposal Pricing

Please see Proposal Services Price Sheet.

RESOLUTION NO. 22-R-____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A
PROPOSAL AND APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO
EXECUTE AN AGREEMENT WITH VARIVERGE, LLC TO PROVIDE
PROFESSIONAL UTILITY BILLING SERVICES TO THE
VILLAGE OF WILLOWBROOK**

WHEREAS, the corporate authorities of the Village of Willowbrook (“Village”) have determined it is necessary and in the best interest of the Village to retain the services of professionals experienced in providing utility billing services to the Village; and

WHEREAS, the Village sought proposals for such services and, upon review of the proposals received, the corporate authorities of the Village have determined the proposal received from VariVerge, LLC to be acceptable, and further find that it is in the best interest of the Village to enter into an professional services agreement with VariVerge, LLC to provide professional utility billing services to the Village.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: The proposal and professional services agreement, submitted by VariVerge, LLC to provide utility billing services to the Village, is hereby accepted and approved upon the terms and conditions set forth in that certain Agreement, and upon final approval of the Agreement by the Village Attorneys, a copy of the proposed Agreement is attached hereto as Exhibit “A”, and made a part hereof.

SECTION 2: The Village Mayor is hereby authorized and directed to execute that certain professional services agreement, upon final approval by the Village Attorneys, on behalf of the Village, with VariVerge, LLC, a copy of which Agreement is attached hereto as Exhibit “A”, and made a part hereof.

SECTION 3: The Village Clerk is hereby directed to attest to the signature of the Mayor.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 28th day of November, 2022, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**Agreement for Professional Utility Billing Services Between the Village of Willowbrook
and VariVerge, LLC**

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is made as of November ____, 2022, but shall be effective as of January 1, 2023 (the “**Effective Date**”) by and between VARIVERGE, LLC, a Texas limited liability company (“**VariVerge**”) having an office at 8949 Diplomacy Row, Dallas, TX 75247 and VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (“**VW**”), having its principal place of business at 835 Midway Drive, Willowbrook, IL 60527. For purposes of this Agreement, VW or VariVerge may be referred to individually as “Party” or collectively “Parties”.

WHEREAS, VariVerge is the owner and operator of a print and mail service company with locations in Amarillo, Texas and Dallas, Texas; and

WHEREAS, VW agrees to use certain services provided by VariVerge and VariVerge agrees to provide certain services to VW as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. VW agrees to engage VariVerge to provide the following services (the “**Services**”):

- 1.1** VariVerge agrees to provide a Secure File Transfer Protocol (SFTP) site for the transmission of confidential documents to VariVerge.
- 1.2** VariVerge agrees to process, print and mail monthly and quarterly utility statements as well as and any other requested documentation on behalf of VW.
- 1.3** VariVerge agrees to provide VW with the lowest qualified United States Postal Services Automated First-Class Commercial Letter Rates.
- 1.4** VariVerge agrees to provide automated email notifications to VW as its jobs are completed.
- 1.5** VariVerge agrees to reprint damaged pieces internally from the original print file provided by VW.
- 1.6** Subject to conditions outside of the control of VariVerge, VariVerge agrees to complete the Services, as requested by VW, and deliver to the United States Postal Service on the appropriate delivery date as designated by VW. However, it is understood that the ability of VariVerge to satisfy this condition is subject to VW providing all data to VariVerge with a lead time of at least five (5) business days.
- 1.7** Should VW provide VariVerge with any information that is reasonably considered personal information, should VariVerge become aware of any misuse, breach, compromise or other unauthorized disclosure of the personal information, VariVerge will notify VW immediately.

1.8 The Services will also include any other tasks which the Parties may agree on from time to time, as evidenced in writing, signed by both Parties.

2. Terms of Payment. In consideration of VariVerge's satisfactory performance of the Services, as described above, VW agrees as follows:

2.1 To pay VariVerge for the Services according to the "Proposal Services Price Sheet – Utility Bill Printing and Mailing" from Page 3 of the final bid packet of RFP Number 005, attached hereto as Exhibit "A".

2.2 To remit payment for any invoice received within thirty (30) days of the date of said invoice for Services rendered by VariVerge in accordance with this Agreement.

2.3 Subject to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1- *et seq.*) in the event VW fails to timely pay an invoice for the full amount stated therein, a late fee equal to ten percent (10%) shall be added to the amount due and interest shall accrue from the calendar day following the date of the invoice.

2.4 With respect to the prices that are specified on Exhibit "A", VW acknowledges that VariVerge may adjust pricing on raw materials that are outside of VariVerge's control, including the price of paper, envelopes and postage.

3. Taxes. VW is a unit of local government and is a tax exempt organization.

4. Ownership. With respect to any ideas, concepts, know-how, techniques, inventions, discoveries or improvements (and associated goodwill), including but not limited to computer software, whether in object code or source code, that originated and/or were provided from VW and relate to the Services ("Work Product"), shall be treated as follows:

4.1 All Work Product compiled and/or prepared by VariVerge under this Agreement shall be VW's sole property. VariVerge acknowledges that all Work Product created pursuant to this Agreement is "Work made for hire" and as such VW is deemed to be the owner. Notwithstanding the above, nothing contained in this Agreement shall be deemed to prohibit VariVerge from providing similar services to third parties or from using derivatives of the Work Product created under this Agreement (except for VW's proprietary information) for other purposes without requirement for notification or compensation to VW unless agreed to in the applicable SOW.

4.2 Notwithstanding the foregoing, VW shall retain all rights, title, and interest to all of its respective Confidential Information, as defined in Article 7.1 below, independently developed by VW before commencement of the Services.

5. Indemnification and Insurance.

- 5.1 REGARDLESS OF THE LEGAL THEORY OR THEORIES ALLEGED INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT) OR STRICT LIABILITY OF VW OR ANY THIRD PARTY, VARIVERGE SHALL RELEASE, INDEMNIFY AND HOLD VW, ITS AFFILIATES AND SUBSIDIARIES, AND EACH OF THEIR EMPLOYEES, AGENTS, AND REPRESENTATIVES ("VW AND ITS AFFILIATES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS OR OTHER PROCEEDINGS, (INCLUDING THOSE OF THIRD PARTIES) FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE AND ANY AND ALL LOSSES, JUDGMENTS, DAMAGES, EXPENSES OR OTHER COSTS (INCLUDING REASONABLE COUNSEL FEES AND DISBURSEMENTS), CAUSED BY OR ANY WAY RELATING TO (I) ANY ACTUAL OR ALLEGED VIOLATION OR INACCURACY OF ANY REPRESENTATION OR WARRANTY OF VARIVERGE CONTAINED IN THIS AGREEMENT, (II) ANY FAILURE TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, RULES, AND ORDINANCES, ("LAW(S)") WHICH MAY BE APPLICABLE TO THE AGREEMENT, OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF VARIVERGE OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ASSIGNS IN CONNECTION WITH THE ENTRY INTO OR PERFORMANCE OF THIS AGREEMENT, THE SERVICES OR ANY SOW.**

THE FOREGOING OBLIGATION TO RELEASE, INDEMNIFY, DEFEND AND HOLD VW AND ITS AFFILIATES HARMLESS SHALL NOT APPLY TO ANY INCIDENT DETERMINED IN THE FINAL JUDGMENT OF A COURT TO HAVE BEEN PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OF VW AND ITS AFFILIATES BUT SHALL APPLY TO ANY INCIDENT PROXIMATELY CAUSED IN PART BY THE NEGLIGENCE OF VW AND ITS AFFILIATES OR SOLELY OR IN PART BY ANY THIRD PERSONS.

INDEMNIFICATION OBLIGATIONS AND INSURANCE COVERAGES IN THIS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. INDEMNIFICATION OBLIGATIONS ARE NOT LIMITED BY INSURANCE COVERAGES SET FORTH IN THIS AGREEMENT.

- 5.2** VariVerge shall maintain the following commercial general liability insurance, including the following limits and coverages during the term of this Agreement:

A. Limits

- (1) \$1,000,000 per occurrence
- (2) \$2,000,000 general aggregate
- (3) \$500,000 products/completed operations aggregate

B. Coverages

- (1) Premises/operations
- (2) Products/completed operations

- (3) Blanket contractual, specifically covering the indemnity contained in this contract
- (4) Broad form property damage
- (5) Independent Contractors
- (6) Personal Injury

5.3 All policies of insurance maintained by VariVerge shall:

- 5.3.1** require thirty (30) days' prior notice of cancellation, non-renewal, or material changes in coverage (including, without limitation, in the case of nonpayment of premiums) to be delivered to VW, and any such cancellation, termination or material change shall not be effective until thirty (30) days after receipt of such notice by VW;
- 5.3.2** provide that the insurance is primary without right of contribution from any other insurance which might otherwise be available to the insured party; and
- 5.3.3** provide that, in the event of any loss payment under a policy, the insurer shall waive any rights of subrogation against VW and shall waive any setoff or counterclaim or any other deduction whether by attachment or otherwise.

6. Term & Termination.

- 6.1 Term.** This Agreement shall commence on the Effective Date and shall continue thereafter for a period of three (3) years, ending on December 31, 2025 (the “**Initial Term**”), or unless earlier terminated as set forth in this Agreement. If either party fails to provide notice of termination at least thirty (30) days prior to the expiration of the Initial Term, this Agreement shall continue in subsequent one (1) year terms until terminated on the anniversary thereof by either party upon 30 days prior written notice, or unless earlier terminated as set forth in this Agreement.
- 6.2 Termination upon Breach.** VariVerge or VW may terminate this Agreement if the other party breaches its obligations under this Agreement, **provided** that the breaching party is given 30 days written notice prior to the proposed termination during which the breaching party shall be given the opportunity to cure the breach to the reasonable satisfaction of the other or, if the default cannot reasonably be cured within 30 days, commence remedial steps, reasonably satisfactory to the non- breaching party, to cure the default.
- 6.3 Immediate Termination.**
 - 6.3.1** Any party may terminate this Agreement immediately upon notice to the other party because of (a) termination or cessation of the business of the other party, (b) the filing of a voluntary or involuntary bankruptcy, receivership, or similar proceeding with respect to the other party, (c) the other party becomes insolvent or makes an assignment for the benefit of its creditors, or (d) change in control, such as but not limited to acquisition or merger.
 - 6.3.2** In addition, VW **may** terminate this Agreement immediately if VariVerge or any of its representatives (a) is convicted of a felony or crime of moral turpitude, (b) commits any dishonest or fraudulent act in the course of performance under this Agreement, (c) violates any of VW’s policies applicable to VariVerge, including safety and security, or

any law or regulation pertaining to the business of VW, or (d) breaches or threatens to breach any of the provisions of Article 7 of this Agreement.

6.4 Termination Without Cause. Notwithstanding the provisions of Sections 6.1, 6.2, and 6.3, either party may terminate this Agreement at any time, **with** or without cause, by providing 120 days prior written notice to the non-terminating party of its desire to terminate this Agreement (the “**Termination Date**”).

6.5 General. In the event of termination by either party for any reason, VW shall pay VariVerge for all Services performed up to the Termination Date, provided that if VW terminates this Agreement under subsection 6.2 above because of a breach by VariVerge, then VW shall not be required to pay VariVerge for any Services performed that is the subject of a dispute between the Parties until such time as the dispute is resolved. Articles 2, 4, 5, 7 and 10 shall survive the termination of this Agreement.

7. Confidentiality.

7.1 VariVerge shall maintain the confidentiality of all information received or secured from VW or its designee as a result of this Agreement (collectively “**Confidential Information**”), during the effectiveness of this Agreement and thereafter. Such confidential information includes, but is not limited to, the terms and conditions of this Agreement, bank account information, records, books, financial data, customer, employee and vendor information furnished by VW, together with any analyses, compilations, studies, reports or other documents based in whole or in part upon such information. All Confidential Information and all copies of Confidential Information remain the sole property of the VW.

7.2 Each party acknowledges that in the performance of any Services it may be supplied with Confidential Information of the other party. Each party shall treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization, neither party shall use any of the other party’s Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Services. Each party agrees that it will disclose the other party’s Confidential Information only to its employees who need to know such information, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement.

7.3 Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party may obtain injunctive relief against the breach or threatened breach of any of the foregoing undertakings in addition to any other legal remedies that may be available, and each party hereby consents to the obtaining of such injunctive relief.

7.4 The above restrictions will not apply to any Confidential Information that (a) is rightfully known or is in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party, (b) is in the public domain or generally distributed or made available to others by the disclosing party following the date of its disclosure by the disclosing party without restriction as to use or disclosure, (c) lawfully becomes known or available to the receiving party from third parties who are not under a similar agreement directly or indirectly with the disclosing party

regarding disclosure, or (d) independently developed by the receiving party. If VariVerge is or could be legally compelled to make disclosure, VariVerge will notify VW prior to making such disclosure and take all available steps to limit the effects of such disclosure and, if possible, require the parties to whom the information is disclosed to maintain the confidentiality of such information.

7.5 The provisions of this Article 7 shall remain in effect for a period of three (3) years from the date of the termination of this Agreement.

8. Obligations of VW. In order to ensure the integrity and safety of all data provided to VariVerge by VW, VW agrees to the following:

8.1 Customer agrees to monitor its data and ensure that any data transferred to VariVerge via its Secured File Transfer Protocol (SFTP) is free of any virus, malware or any other form of corruption prior to the receipt of said data by VariVerge;

8.2 Customer is responsible for understanding and implementing encryption protocols to protect data during transfer to VariVerge;

8.3 Customer shall ensure that any user ID and/or password information given to Customer in order to access any application provided by VariVerge is kept in a secure manner and only used by authorized employees;

8.4 Should an employee of Customer have authorization rights revoked to any VariVerge application by Customer, Customer shall immediately notify VariVerge;

8.5 Customer shall immediately notify VariVerge of any actual or suspected information security breaches, including compromised user accounts and/or passwords;

8.6 Customer shall notify VariVerge of changes made to technical or administrative contact information in a timely manner;

8.7 If applicable, Customer agrees to monitor, understand and properly manage its data storage requirements to ensure efficient data exchange between Customer and VariVerge;

8.8 Customer shall promptly notify VariVerge of any regulatory issues that may affect the Services provided by VariVerge; and

8.9 In the event data sent to VariVerge by Customer corrupts, damages or otherwise impairs the network operated by VariVerge as well as any machine connected to that network, Customer agrees to reimburse VariVerge for all reasonable costs related to the repair, restoration or replacement of its network, system, and machines connected to said network as a result of the corrupted or otherwise compromised data provided to VariVerge by Customer.

9. Warranty. During the Initial Term, as extended in accordance with Article 3, herein, VariVerge warrants that any Services rendered by VariVerge during such time shall be performed with the care and skill ordinarily used by other members of VariVerge's profession practicing under similar conditions at the same time and in the same locality. If, however, in VW's reasonable opinion any of VariVerge's

personnel fail to carry out the Services competently, VW may notify VariVerge and VariVerge shall promptly rectify the situation by devoting additional or alternative manpower to the Services at no additional charge to VW. In addition, VariVerge warrants that (a) it has all right and authority necessary to enter into this Agreement, (b) it has all necessary licenses, permits, and registrations required to provide the Services, and (c) it is in compliance with and will maintain compliance with all applicable Workers' compensation and wage laws, and (d) it will be responsible for action(s) of subcontractors or affiliates it engages to perform obligations under this Agreement.

10. Limitation of Liability. Notwithstanding any other provisions of this Agreement, neither party shall be liable to the other party for any special, incidental, indirect or consequential damages whatsoever, including lost profits or loss of business, arising out of, resulting from or in any way related to the Services or this Agreement from any cause or causes, even if advised of the possibility of such damages.

11. [Intentionally Omitted]

12. Audit Rights and Financial Statements. VW, at its own expense, may inspect VariVerge's operating facilities with notice during normal business hours and will adhere to the VariVerge required procedures implemented under SSAE 18. VW, its internal auditors, hired third party auditors, and governing regulatory agencies shall be entitled, at its own expense, to audit those records relating to duties of VariVerge and its obligations under this Agreement. VW shall provide VariVerge with reasonable notice prior to the audit. Any audit conducted pursuant to this subparagraph shall be conducted during VariVerge's regular business hours in a manner that does not interfere with its normal business activities, and shall be conducted in accordance with such security procedures as the VariVerge may reasonably impose and subject to such limitations as may be required under applicable law. Notwithstanding any restriction on the limitation of an audit, either party may conduct any audits upon the showing of proof that an issue has arisen under this Agreement or as required by law.

13. Dispute Resolution.

13.1 In the event a dispute arises out of or in connection with this Agreement, the Parties agree to first attempt to settle the dispute between each other prior to bringing any outside third party into the situation.

13.2 If the dispute is not resolved within a reasonable period then any or all outstanding issues shall be submitted to mediation in accordance with any statutory rules of mediation, including, but not limited to the Illinois Civil Practice Act (735 ILCS 5/1-1, *et seq.*). In the event mediation is unavailable or is not successful in resolving the entire dispute, all outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Illinois. The arbitrator's award will be considered final and judgment may be entered upon it by any court having jurisdiction within the State of Illinois.

14. Independent Contractor. Both parties agree and acknowledge that VariVerge is an independent contractor in relation to VW, and shall not be considered an agent or servant of VW. It is agreed that VariVerge shall have the right to control the details of its Services. VariVerge and VW agree that in no respect shall any employee of VariVerge be deemed to be an employee of VW. VariVerge's personnel will not be eligible for any employee benefits of VW. VW will not make deductions from the fees it pays to VariVerge for employment taxes, FICA contributions, insurance or other amounts with respect to persons performing Services under this Agreement, such obligations being the acknowledged obligations of VariVerge. VariVerge is and will be at all times an independent contractor, and is not an agent or employee of VW. This Agreement shall not be construed to give VW any right to exercise any control over

the business or operations of VariVerge or to direct in any respect the manner in which such business or operations shall be conducted, it being understood and agreed that the control and direction of such activities shall be and remain with VariVerge. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between VW and VariVerge.

- 15. Entire Agreement/Severability.** This Agreement, including all exhibits, schedules and addenda, is the exclusive statement of the terms and conditions between the parties with respect to the matters set forth herein, and supersede all prior agreements, negotiations, representations, and proposals, written and oral. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written notification from VariVerge or VW shall be of no effect. If any provision of this Agreement is held unenforceable or inoperative by any court of law, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms of this Agreement.
- 16. Amendment; Waiver.** All modifications to this Agreement and, if applicable, to any SOW, must be in writing and signed by both parties. Failure or delay of either party to exercise any right or remedy hereunder shall not constitute a waiver of rights or remedies under this Agreement.
- 17. Governing Law, Forum & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its rules for conflicts of laws, regardless of where any action may be brought. Any and all claims arising out of or relating to this Agreement will be filed in and heard by the courts with jurisdiction to hear such suits located in DuPage County, Illinois, and each Party consents to the jurisdiction of such courts and irrevocably waives any objections thereto.
- 18. Assignment.** No assignment of this Agreement or any right accruing hereunder may be made, in whole or in part, by either party, without the prior written consent of the other party.
- 19. Force Majeure.** Neither party shall be liable for failure to perform any of its obligations hereunder when such performance is prevented by pandemics, riots, wars or hostilities between any nations, acts of God, fires, storms, floods, earthquakes, strikes, shortages or curtailments of raw materials, power or other utility services, and other causes beyond the reasonable control of the parties hereto, provided that the party suffering the disability acts reasonably and prudently in light of the circumstances. This provision shall not be construed as relieving either party from its obligation to pay any sums due the other party.
- 20. Notices.** Notices and communications required by this Agreement shall be in writing and shall be delivered or mailed to the respective parties as follows:
- 20.1** Any such notice, request or other communication required or permitted by or pertaining to this Agreement shall be in writing and addressed as first set forth below.
- 20.2** Any such notice, request, or other communication shall be delivered (i) by prepaid certified mail or nationally recognized courier or messenger service with confirmed delivery, in which case it shall be deemed served as of the date of mailing; (ii) in person, by an authorized agent or manager of VW or VariVerge, in which case it shall be deemed served as the date of the receipt; or (iii) except as may otherwise be required by applicable law, by facsimile or other electronic communication system used by VariVerge or VW, in which case it shall be deemed served as of the date of transmission.

If to VW: Village of Willowbrook
Attn: Alex Arteaga, M.P.A.
835 Midway Dr. Willowbrook, IL 60527

Phone: (630) 920-2263
Email: aartega@willowbrook.il.us

If to VariVerge: VariVerge, LLC
Attn: Luke Austin
920 SW 9th Ave
Amarillo, TX 79101
Phone: (806) 731-6850
Email: lukea@variverge.com

21. Attorneys' Fees. Except as otherwise described in this Agreement, if any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees, expert witness fees, and all other related costs in addition to any other relief to which that party may be entitled.

22. Counterparts. This Agreement may be exercised in counterparts. All counterparts together constitute one agreement binding on all the Parties even if not all the Parties have signed the original or the same counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement, consisting of nine (9) pages, excluding Exhibit "A", attached hereto and made a part hereof, to be executed as of the Effective Date stated above.

Variverge, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Village of Willowbrook,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL SERVICES PRICE SHEET UTILITY BILL PRINTING AND MAILING

VariVerge, LLC hereby agrees to furnish to the Village all necessary facilities, equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the price(s) as follows:

| <u>Components</u> | | <u>UOM</u> | | | |
|----------------------------------------------------|---------------------|---------------------|-----------------|----------------|------|
| Initial application, design & setup | \$ <u>no charge</u> | per <u>—</u> | | | |
| Program changes after initial setup: | \$ <u>50</u> | per <u>flat fee</u> | | | |
| Minimum service fee per bill cycle (if applicable) | \$ <u>no charge</u> | per <u>—</u> | | | |
| <u>Supply costs</u> | | | | | |
| Paper, bills | \$ <u>0.02</u> | Page | | | |
| Pressure Sealed Form | \$ <u>no bid</u> | Each | | | |
| #10 Envelope | \$ <u>0.04</u> | Each | | | |
| Paper, inserts | \$ <u>0.013</u> | Page | | | |
| <u>Processing costs</u> | | | | | |
| Pre-processing fee | \$ <u>no charge</u> | Per UB | | | |
| First page / other fees | \$ <u>no charge</u> | per <u>—</u> | | | |
| <u>Billing Statements</u> | | | | | |
| | Single | Duplex | | | |
| Process, print, fold, insert and mail: | | | | | |
| Black & White | \$ <u>0.06</u> | \$ <u>0.08</u> | Page / Form | | |
| 2 Color | \$ <u>0.07</u> | \$ <u>0.10</u> | Page / Form | | |
| 3 Color | \$ <u>0.07</u> | \$ <u>0.10</u> | Page / Form | | |
| 4 Color | \$ <u>0.07</u> | \$ <u>0.10</u> | Page / Form | | |
| <u>8 1/2" X 11" Inserts</u> | | | | | |
| Process, print, fold, insert and mail: | Single | Single | Duplex | Duplex | |
| | Auto | Manual | Auto | Manual | |
| Black & White | \$ <u>0.025</u> | \$ <u>0.12</u> | \$ <u>0.045</u> | \$ <u>0.14</u> | Page |
| 2 Color | \$ <u>0.035</u> | \$ <u>0.13</u> | \$ <u>0.065</u> | \$ <u>0.16</u> | Page |
| 3 Color | \$ <u>0.035</u> | \$ <u>0.13</u> | \$ <u>0.065</u> | \$ <u>0.16</u> | Page |
| 4 Color | \$ <u>0.035</u> | \$ <u>0.13</u> | \$ <u>0.065</u> | \$ <u>0.16</u> | Page |

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF THREE (3) 2022 CHEVROLET MALIBU MOTOR VEHICLES THROUGH LIBERTYVILLE CHEVROLET.

AGENDA NO. 9

AGENDA DATE: 11-28-22

STAFF REVIEW: Robert Schaller, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Sean Halloran, Village Admin.

SIGNATURE: 

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

Supply chain problems have forced automakers to stop or limit the production of new cars, trucks, and SUVs. These shortages are preventing automakers from producing enough vehicles to meet the demand in 2022 and 2023, resulting in police vehicle production being limited or completely idled.

To circumvent these issues police departments have resorted to purchasing vehicles directly off dealer lots. Currently, three administrative/investigative vehicles are over 7 years old and have over 92K miles on each of them. To limit maintenance costs, administration is requesting the use of American Rescue Plan Act (ARPA) funds to purchase three Chevrolet Malibu to be used for administrative /investigative vehicles.

| Unit | Model year | Year of Purchase | Make | Model | Mileage |
|------|------------|------------------|------|--------|---------|
| 61 | 2015 | 2015 | Ford | Taurus | 92,000 |
| 63 | 2015 | 2015 | Ford | Taurus | 92,000 |
| 67 | 2015 | 2015 | Ford | Taurus | 92,000 |

The Village currently owns 16 squads and unmarked vehicles that the Police Department uses for patrol and emergency response activities. Typically, Village staff identifies with the DMMC (DuPage Mayors & Managers Conference) or the state purchasing bid, but both entities have informed staff that manufacturing of goods has been affected by supply chain and employee shortages. As previously mentioned, this has affected production of fleets across manufacturers which have resulted in limited production for 2022.

All three units are beginning to experience the following issues:

1. General wearing of engine, transmission, suspension, brakes
2. Corrosion of frame/underbody

These models have a five-year life expectancy because of a challenging duty cycle of being used on a daily basis and often idling in an emergency response. To date, the Police vehicles' performance has been positive and has not indicated that their life cycles need reduction.

American Rescue Plan Act funds are distributed nationwide by the U.S. Treasury Department for the specific purpose of helping cities mitigate the negative impacts of the pandemic. The funds can be used for public health and safety initiatives, personnel, and administrative costs, to offset revenue losses as well as infrastructure upgrades.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The department will be replacing (3) three current police administrative vehicles. These vehicles will be purchased through Libertyville Chevrolet, total cost for all three vehicles not to exceed \$77,059.72.

ACTION PROPOSED: Pass the ordinance.

ORDINANCE NO. 22-O-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND
AUTHORIZING THE PURCHASE OF THREE (3) 2022 CHEVROLET MALIBU
MOTOR VEHICLES THROUGH LIBERTYVILLE CHEVROLET**

WHEREAS, the Village Police Department solicited proposals from Libertyville Chevrolet for the purchase of three (3) 2022 Chevrolet Malibu motor vehicles at a total cost of not to exceed Seventy-Seven Thousand Fifty Nine and 72/100ths Dollars (\$77,059.72) for all three (3) vehicles; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived with respect to the purchase of three (3) 2022 Chevrolet Malibu motor vehicles.

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: The competitive bidding process for the purchase of three (3) 2022 Chevrolet Malibu motor vehicles, be and is hereby waived.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 2: The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed, to execute, on behalf of the Village, purchase orders for three (3) 2022 Chevrolet Malibu motor vehicles from Libertyville Chevrolet, at a total cost not to exceed Seventy-Seven Thousand Fifty Nine and 72/100ths Dollars (\$77,059.72), and American Rescue Funds shall be utilized for the purchase. A copy of said purchase orders are attached hereto as Exhibit “A”, and made a part hereof.

PASSED and APPROVED this 28th day of November, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

[illegible]



RETAIL PURCHASE AGREEMENT

CUST# 784676

Deal Number: 116376

Date: 11/12/2022

Address: 835 MIDWAY DR WILLOWBROOK IL 60527

County: DUPAGE

Telephone (1): 630-323-8215

Telephone (2):

DOB:

E-mail: _____ State I.D.# _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------|
| YEAR 2022 | MAKE CHEVROLET | MODEL MALIBU | COLOR SUMMIT WHI | STOCK NO. C26150 |
| VIN/SERIAL NO. 1G1ZG5ST7NF216075 | | ODOMETER READING <input type="checkbox"/> Not Accurate 11 | | SALESPERSON: JUAN ORTIZ |
| THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED | | PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER | | |
| WARRANTY STATEMENT | | | | |
| <p>Any warranties by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Vea el dorso.</u> This Vehicle is being sold by our Dealership to you:</p> <p><input checked="" type="checkbox"/> AS-IS. You will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. We expressly disclaim all express and implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The vehicle is sold AS-IS because:</p> <p><input checked="" type="checkbox"/> It is a new vehicle. <input type="checkbox"/> It is a used vehicle with more than 150,000 miles. <input type="checkbox"/> Other: <u>N/A</u></p> <p><input type="checkbox"/> With the attached Power Train Warranty. No express warranty or implied warranty of fitness for any particular purpose or implied warranty of merchantability beyond that set forth in the Power Train Warranty is given by Dealership unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Dealership or Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction. Please refer to the Power Train Warranty section below.</p> <p><input type="checkbox"/> With the attached Used Vehicle Limited Warranty. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer.</p> <p><input type="checkbox"/> With a Service Contract between you and <u>N/A</u></p> <p>X _____ X <u>N/A</u></p> | | | CASH PRICE OF VEHICLE | 25795.00 |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | POWER TRAIN WARRANTY | |
| <p>Illinois law requires that this Vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.</p> <p>X _____ X <u>N/A</u></p> | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | SWAT | 299.00 |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| | | | N/A | N/A |
| WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER) | | | N/A | N/A |
| <p>Attention Consumer: Sign here only if the seller has told you that this Vehicle has the following problem or problems and you agree to buy the Vehicle on those terms:</p> <p>1. <u>N/A</u></p> <p>2. <u>N/A</u></p> <p>3. <u>N/A</u></p> <p>Consumer's Signature(s): <u>N/A</u> Date: <u>N/A</u></p> | | | N/A | N/A |
| | | | DOCUMENTARY FEE* (See Paragraph 12) | 324.24 |
| | | | OPTIONAL ERT FEE | 35.00 |
| | | | TOTAL DUE | 26453.24 |
| TRADE-IN VEHICLE INFORMATION | | | LESS DEPOSIT/DOWN PAYMENT (If Deposit, see Deposit Receipt) | N/A |