

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, FEBRUARY 10, 2025 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

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 Regular Meeting January 27, 2025 (APPROVE)
 - c. Warrants \$506,063.94

NEW BUSINESS

6. CUSTODIAL SERVICES
 - a. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO A CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT VILLAGE OF WILLOWBROOK FACILITIES, GOWER WEST SCHOOL, GOWER MIDDLE SCHOOL AND THE INDIAN PRAIRIE PUBLIC LIBRARY (ADOPT)
 - b. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT FOR CUSTODIAL SERVICES AT THE INDIAN PRAIRIE PUBLIC LIBRARY (ADOPT)

7. VILLAGE VEHICLE PURCHASES

- a. ORDINANCE NO. _____ - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF THREE (3) NEW 2025 FORD EXPLORER INTERCEPTOR MOTOR VEHICLES, PLUS STRIPING, UPFITTING, AND EXTENDED WARRANTIES, AT A TOTAL COST NOT TO EXCEED \$201,237.57 (PASS)
- b. ORDINANCE NO. _____ - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW 2025 FORD F250 PICKUP AND ONE (1) NEW 2025 FORD F350 PICKUP MOTOR VEHICLES, PLUS UPFITTING, AT A TOTAL COST NOT TO EXCEED \$137,608.00 (PASS)

PRIOR BUSINESS

8. TRUSTEE REPORTS

9. ATTORNEY'S REPORT

10. CLERK'S REPORT

11. ADMINISTRATOR'S REPORT

12. MAYOR'S REPORT

13. EXECUTIVE SESSION

5 ILCS 120/2(c)(11) - Pending litigation.

14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 27, 2025, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, and Gayle Neal, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Gerard Wodka, Deputy Chief Ben Kadolph.

ABSENT: Trustee Michael Mistele and Deputy Clerk Christine Mardegan.

PRESENT VIA ZOOM: Trustee Gregory Ruffolo

A QUORUM WAS DECLARED

MOTION TO APPROVE - A MOTION TO ALLOW TRUSTEE GREGROY RUFFOLO TO ATTEND THE MEETING REMOTELY. (PASS)

Trustee Neal advised that a motion was necessary to allow Trustee Gregory Ruffolo to attend the meeting remotely.

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

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Neal to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Mr. Tom Chlystek complimented the Village on the trips planned with Parks and Recreation. Mr. Chlystek wanted to introduce himself to the Board. He was a former City of Darien alderman and is now a candidate for the Highway Commission for Downers Grove Township in the April election. He

has been introducing himself to local communities that he would represent as a commissioner. He also provided information on his background and qualifications. If elected, he hopes to work closely with the local officials, efficiently and effectively.

5. AUDITORS' PRESENTATION OF FISCAL YEAR 2023/2024 AUDIT

Chief Financial Officer Flori introduced Thomas Siwicki, director with the auditing firm Sikich, to present the Annual Comprehensive Financial Report for the Fiscal Year ending April 30th, 2024. Mr. Siwicki thanked CFO Flori for her help and support throughout the audit process.

Mr. Siwicki explained that his presentation's focus is to review the Annual Comprehensive Financial Report (ACFR). He highlighted the following areas:

To begin, he noted that this is the 35th consecutive year that the Village has received the GFOA (Government Finance Officers Association) Certificate of Achievement for Excellence in Financial Reporting award based on the prior year's audit. The current audit will be submitted for the awards again in the coming year.

The independent auditor's report: The independent auditor's report is an unmodified opinion over the financial statements provided by the independent auditor, also known as a clean audit opinion. This is the highest level of assurance the auditors can provide, that the financial statements are free from material misstatement.

There was an additional audit opinion issued, under the Government Auditing Standards, to describe the scope of the auditors' testing of internal control and compliance and the results of that testing. This additional audit was required per the Illinois Grant Accountability and Transparency Act (GATA) based on the Village's level of grant expenditures.

Management's Discussion and Analysis (MD&A): The MD&A section is a comparison, provided by Village staff, between the current year and the prior year and provides an explanation of the changes.

Financial Statements: The balance sheets provide a statement of the Village's net position. The Net Position section is divided into three categories: net investment and capital assets, restricted net position and unrestricted net position.

The **Statement of Activities**, essentially the income statement, breaks down the calculation of the net position balances and how it has changed from the prior fiscal year. During fiscal year 2024, the government

activities increase by \$5.3 million, while business activities increased by \$292,000 over last year.

In the **Balance Sheet of Governmental Funds**, the comparison of the fund balances in relation to the Village's fund balance policy. The policy indicates that the General Fund should have between 40% and 50% related to future expenses. The \$14.5 million in this fund represents about 65% of the fund balance.

The next section is the **Governmental Fund Statement of Revenue Expenditures and Change of Fund Balance** outlining how the fund balances were calculated. The General Fund saw an increase of about \$3.1 million.

The **Proprietary Funds Statement of Net Position** indicates the **Water Fund** has a net operating loss of approximately \$42,000. This indicates whether the fees being charged are enough to cover the costs of operations. This should be monitored going forward.

The report also includes a Notes section which includes additional details and context about the reports presented.

The **Schedule of Net Pension Liability** for the Illinois Municipal Retirement Fund (IMRF) shows that at the end of 2023, the most recent information available, had about a \$2 million pension liability with a funded status of 86.4%, which presents no concerns for the funded status.

The **Police Pension Fund** has a net pension liability of \$15.7 million at the end of 2024 and a 63.7% funded status. This is consistent with most other municipalities' funds. The state is requiring a 90% funding level by 2040 for pension funds. The Village's goal is 100% funded by 2040.

The other reports included in the auditors' packet are

- Auditor's Communication To The Board Of Trustees - required
- Management Letter - this would indicate any significant deficiencies or material weaknesses identified
- Single Audit Report - this outlines the handling of grants and federal awards
- Illinois Grant Accountability And Transparency Act - Consolidated Year End Financial Report - required under GATA by the State of Illinois covering state grant handling
- Redevelopment Corridor Tax Increment Financing District - this is the first required year as it is the first year the fund includes funding

Mr. Sawicki concluded his presentation by wishing everyone a good evening. Mayor Trilla thanked him for his time and the information and thanked CFO Flori for her hard work. CFO Flori thanked Mr. Sawicki and his team for all their support during the audit. She also thanked her support staff at Lauterbach & Amen as well as the Village department heads for providing information in a timely fashion.

6. OMNIBUS VOTE AGENDA:

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting December 16, 2024 (APPROVE)
- c. Minutes - Board of Trustees Special Meeting - Budget Workshop #1, January 16, 2025 (APPROVE)
- d. Warrants \$ 1,563,030.41
- e. RESOLUTION NO. 25-R-01 - A RESOLUTION TO ENDORSE THE LEGISLATIVE ACTION PROGRAM OF THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR THE 2025 LEGISLATIVE SESSION (ADOPT)
- f. RESOLUTION NO. 25-R-02 - A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE DUPAGE COUNTY CHAPTER OF THE NATIONAL ALLIANCE ON MENTAL ILLNESS ("NAMI") TO MUTUALLY PROMOTE "P.D. CONNECT" ("PDC") IN THE VILLAGE OF WILLOWBROOK (ADOPT)
- g. RESOLUTION NO. 25-R-03 - A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WASHINGTON/BALTIMORE HIGH INTENSITY DRUG TRAFFICKING AREA ("W/B HIDTA") TO AUTHORIZE THE VILLAGE TO PARTICIPATE IN THE OVERDOSE DETECTION MAPPING APPLICATION PROGRAM ("ODMAP") SYSTEM (ADOPT)

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, Neal and Ruffolo. NAYS: None. ABSENT: Mistele.

MOTION DECLARED CARRIED

NEW BUSINESS

- 7. RESOLUTION NO. 25-R-04 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT WITH LANDWORKS, LTD. (ADOPT)

Director Valent explained the Village is currently under contract with Landworks, Ltd. to complete creek and pond enhancement for the Borse Park Renovation Project. Staff was alerted to an excess amount of spoil material that will be generated.

This excess material was originally intended to be stockpiled and utilized for the construction of a berm. The design no longer requires this material due to an ample amount already stockpiled from the excavation of the pickleball courts and artificial turf practice field.

In the original Landworks, Ltd. bid packet fifteen alternate bid items were included but not approved. Alternate item #15 in the amount of \$98,437.00, identified the removal and disposal of the excess material from the creek and pond excavations. This is essentially Change Order #1.

The additional cost of \$98,437.00 will be offset by other adjustments of quantities and revisions in the field during Phase II of the project. Currently, portions of the original contract bid, for a total credit of \$79,350.00, have been identified as no longer needed, reducing the net cost of Change Order #1 to \$19,087.00.

The original awarded contract for the Borse Park Renovation Project was \$1,439,447.00. With the net increase of \$19,087.00, the adjusted contract value is now \$1,458,534.00.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 25-R-04 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 25-R-05 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN ENGINEERING SERVICES AND PAVEMENT ANALYSIS FOR THE USE OF REBUILD ILLINOIS FUNDS FOR THE 2025 MFT/RBI STREET REHABILITATION PROJECT BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$25,850.00 (ADOPT)

Director Valent explained that at the August 12, 2024 Board meeting, the Village Board approved MFT funds to be appropriated for the purposes of maintaining road surfaces, traffic control devices, and safety items.

Upon further internal review and discussion with Christopher Burke Engineering (CBBEL), the maintenance of road surfaces was deferred until

FY25/26 to leverage the economy of scale of the project to reduce overall unit pricing. To prepare the revised MFT appropriation and bidding documents for IDOT approval, CBBEL will need to perform engineering design services and analysis processes.

The proposed work from CBBEL will include pavement cores, CCDD soil testing, engineering design, preparation of a construction specification booklet, engineer's estimates, and associated processes required by IDOT. The 2025 MFT/RBI Project will utilize the remainder of Rebuild Illinois Funds (RBI), estimated at \$57,000, along with MFT funds.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Astrella to adopt Resolution 25-R-05 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele was not present.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

10. ATTORNEY'S REPORT

Attorney Durkin had no report.

11. CLERK'S REPORT

Clerk Boerwinkle had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

13. MAYOR'S REPORT

Mayor Trilla had no report.

14. EXECUTIVE SESSION

5 ILCS 120/2(c)(1) - The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees.

15. ADJOURNMENT

MOTION: Made by Trustee Neal and seconded by Trustee Berglund to adjourn the Regular Meeting and recess to closed session at the hour of 6:35 p.m.

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

MOTION DECLARED CARRIED

Meeting adjourned and recessed into Closed Session.

PRESENTED, READ, and APPROVED.

February 10, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

February 10, 2025

GENERAL CORPORATE FUND	-----	\$	238,390.73
WATER FUND	-----	\$	220,447.25
CAPITAL PROJECT FUND	-----	\$	37,537.79
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	4,561.67
17 SERIES 2022 BOND	-----	\$	5,126.50
TOTAL WARRANTS	-----	\$	506,063.94

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 01/29/2025 - 02/12/2025

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/07/2025	APCHK	103091	LESLIE E GODDARD	ACTIVE ADULT PROGRAM	590-517	20	400.00
02/10/2025	APCHK	103092#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,704.30
				INTERNET/WEBSITE HOSTING	460-225	10	237.37
				INTERNET/WEBSITE HOSTING	640-225	30	3,733.85
				INTERNET/WEBSITE HOSTING	715-225	35	237.37
				INTERNET/WEBSITE HOSTING	715-225	35	237.37
				INTERNET/WEBSITE HOSTING	715-225	35	237.37
				INTERNET/WEBSITE HOSTING	715-225	35	237.37
				CHECK APCHK 103092 TOTAL FOR FUND 01:			6,625.00
02/10/2025	APCHK	103093	ACTIVE NETWORK, LLC	INFORMATIONAL TECH SERVICES	555-308	20	312.50
02/10/2025	APCHK	103094	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	22,318.00
02/10/2025	APCHK	103095#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	126.72
				PHONE - TELEPHONES	630-201	30	1,808.85
				TELEPHONES	710-201	35	246.52
				TELEPHONES	810-201	40	156.96
				CHECK APCHK 103095 TOTAL FOR FUND 01:			2,339.05
02/10/2025	APCHK	103096*#	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	78.87
				MAINTENANCE - BUILDING	630-228	30	149.54
				MAINTENANCE - BUILDING	630-228	30	1,259.31
				MAINTENANCE - BUILDING	630-228	30	1,066.13
				MAINTENANCE - BUILDING	630-228	30	75.42
				CHECK APCHK 103096 TOTAL FOR FUND 01:			2,629.27
02/10/2025	APCHK	103097	CALEA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	800.00
02/10/2025	APCHK	103098	CARROLL CONSTRUCTION SUPPLY	OPERATING SUPPLIES & EQUIPMENT	710-401	35	587.12
02/10/2025	APCHK	103099	CASE LOTS, INC	BUILDING MAINTENANCE SUPPLIES	466-351	10	543.20
				BUILDING MAINTENANCE SUPPLIES	466-351	10	194.70
				CHECK APCHK 103099 TOTAL FOR FUND 01:			737.90
02/10/2025	APCHK	103100	CHRIS JAKUBIAK	ACTIVE ADULT PROGRAM	590-517	20	160.00
02/10/2025	APCHK	103101	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	810-303	40	26.04
02/10/2025	APCHK	103102	COLLEGE OF DUPAGE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	1,650.00
02/10/2025	APCHK	103103#	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30	256.34

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Fund: 01 GENERAL FUND							
				INTERNET/WEBSITE HOSTING	715-225	35	350.40
				CHECK APCHK 103103 TOTAL FOR FUND 01:			<u>606.74</u>
02/10/2025	APCHK	103104	COMED	ENERGY - STREET LIGHTS	745-207	35	644.72
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	124.65
				CHECK APCHK 103104 TOTAL FOR FUND 01:			<u>769.37</u>
02/10/2025	APCHK	103107	DAVIS & STANTON, INC.	EMPLOYEE RECOGNITION	630-309	30	436.00
02/10/2025	APCHK	103109#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	77.30
				SANITARY (825 MIDWAY)	570-250	20	9.42
				SANITARY (825 MIDWAY)	570-250	20	14.37
				SANITARY (825 MIDWAY)	570-250	20	54.10
				SANITARY (825 MIDWAY)	570-250	20	295.13
				SANITARY (7760 QUINCY)	630-250	30	123.29
				SANITARY USER CHARGE	725-417	35	10.67
				CHECK APCHK 103109 TOTAL FOR FUND 01:			<u>584.28</u>
02/10/2025	APCHK	103110	DUPAGE COUNTY TREASURER	RADIO DISPATCHING	675-235	30	28,900.40
02/10/2025	APCHK	103111	DUSTIN KLEEFISCH	TRAINING	555-304	20	126.24
02/10/2025	APCHK	103112	ELINEUP LLC	EDP LICENSES	640-263	30	750.00
02/10/2025	APCHK	103116	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	466-228	10	259.00
				MAINTENANCE - BUILDING	466-228	10	175.16
				CHECK APCHK 103116 TOTAL FOR FUND 01:			<u>434.16</u>
02/10/2025	APCHK	103117#	FSS TECHNOLOGIES LLC	MAINTENANCE - BUILDING	466-228	10	575.14
				MAINTENANCE - BUILDING	630-228	30	1,090.80
				CHECK APCHK 103117 TOTAL FOR FUND 01:			<u>1,665.94</u>
02/10/2025	APCHK	103118	GBJ SALES, LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	132.25
02/10/2025	APCHK	103119	GLOCK, INC.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	300.00
02/10/2025	APCHK	103120*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	12,313.61
				EMP DED PAY- INSURANCE	210-204	00	14,508.45
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	70.21
				LIFE INSURANCE - COMMISSIONERS	435-148	07	21.24
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,310.04
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,210.59

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Fund: 01 GENERAL FUND							
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	43,475.24
				PSEBA BENEFITS	630-142	30	1,525.00
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,936.18
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	4,585.70
				LIFE INSURANCE - PLAN COMMISSION	810-148	40	70.21
				CHECK APCHK 103120 TOTAL FOR FUND 01:			89,026.47
02/10/2025	APCHK	103121	GRAINGER	MAINTENANCE SUPPLIES	570-331	20	16.54
02/10/2025	APCHK	103122	HAYES MECHANICAL	MAINTENANCE - BUILDING	466-228	10	4,725.00
02/10/2025	APCHK	103123	HIGH SPEED WELDING, INC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	3,650.00
02/10/2025	APCHK	103124	HIGH STAR TRAFFIC	EQUIPMENT RENTAL	750-290	35	1,300.00
02/10/2025	APCHK	103125	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	240.00
02/10/2025	APCHK	103126#	J.P. COOKE CO.	OFFICE SUPPLIES	455-301	10	75.45
				PRINTING & PUBLISHING	630-302	30	148.90
				CHECK APCHK 103126 TOTAL FOR FUND 01:			224.35
02/10/2025	APCHK	103127	K-TECH SPECIALTY COATING, LLC	SALT	755-331	35	5,355.90
02/10/2025	APCHK	103130#	KONICA MINOLTA BUSINESS SOLUTIONS	COPY SERVICE	455-315	10	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	810-315	40	150.00
				CHECK APCHK 103130 TOTAL FOR FUND 01:			600.00
02/10/2025	APCHK	103131*#	LA FASTENERS INC	MAINTENANCE SUPPLIES	570-331	20	17.15
02/10/2025	APCHK	103136#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	11,880.00
				MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - EQUIPMENT	570-411	20	900.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 103136 TOTAL FOR FUND 01:			15,225.00
02/10/2025	APCHK	103137#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	433.62
				NICOR GAS (825 MIDWAY)	570-235	20	327.93
				NICOR GAS (7760 QUINCY)	630-235	30	659.76
				NICOR GAS	725-415	35	653.80
				CHECK APCHK 103137 TOTAL FOR FUND 01:			2,075.11

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02/10/2025	APCHK	103138	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	350.00
02/10/2025	APCHK	103139#	ORBIS SOLUTIONS	FURNITURE & OFFICE EQUIPMENT	710-405	35	1,772.98
				SPECIAL PROJECTS	810-305	40	3,507.59
				CHECK APCHK 103139 TOTAL FOR FUND 01:			5,280.57
02/10/2025	APCHK	103140	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	131.00
02/10/2025	APCHK	103141	P.F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30	19.00
02/10/2025	APCHK	103142	PARTS AUTHORITY LLC	MAINTENANCE - BUILDING	630-228	30	220.04
02/10/2025	APCHK	103143	PORTER LEE CORPORATION	OPERATING EQUIPMENT	630-401	30	144.25
02/10/2025	APCHK	103144	RACHEL BUSTER	TRAINING	555-304	20	27.67
02/10/2025	APCHK	103145	RAGS ELECTRIC, INC	MAINTENANCE - BUILDING	630-228	30	564.00
02/10/2025	APCHK	103146	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	71.96
02/10/2025	APCHK	103147	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	478.61
02/10/2025	APCHK	103148	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICES	820-260	40	268.80
				BUILDING, PLAN REVIEW & INSP. SERVICES	820-260	40	4,011.07
				CHECK APCHK 103148 TOTAL FOR FUND 01:			4,279.87
02/10/2025	APCHK	103149	SET ENVIRONMENTAL, INC.	CONTINGENCIES	490-799	10	4,819.82
02/10/2025	APCHK	103150	SIKICH LLP	AUDIT SERVICES	620-251	25	9,603.00
02/10/2025	APCHK	103151	SOLITUDE LAKE MANAGEMENT, LLC	MAINTENANCE - EQUIPMENT	570-411	20	396.97
02/10/2025	APCHK	103153*#	TAMELING GRADING	COMMUNITY EVENTS	585-522	20	220.00
02/10/2025	APCHK	103155	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	302.00
02/10/2025	APCHK	103156	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,600.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,000.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,283.58
				CHECK APCHK 103156 TOTAL FOR FUND 01:			10,883.58
02/10/2025	APCHK	103157	UNIFORMS DIRECT LLC	UNIFORMS	630-345	30	160.00
02/10/2025	APCHK	103158	VALENTINO VINEYARDS INC.	ACTIVE ADULT PROGRAM	590-517	20	436.00
02/10/2025	APCHK	103160	VESTIS GROUP, INC.	OPERATING SUPPLIES & EQUIPMENT	710-401	35	117.22

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 01/29/2025 - 02/12/2025

Page 5/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/10/2025	APCHK	103161#	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10	316.25
				PHONE - TELEPHONES	455-201	20	96.25
				PHONE - TELEPHONES	630-201	30	770.00
				TELEPHONES	710-201	35	96.25
				TELEPHONES	810-201	40	96.25
				CHECK APCHK 103161 TOTAL FOR FUND 01:			<u>1,375.00</u>
02/10/2025	APCHK	103162	WELD-ALL, INC.	MAINTENANCE - EQUIPMENT	570-411	20	740.00
02/10/2025	APCHK	103163	WILLOWBROOK FORD INC.	MAINTENANCE - BUILDING	630-228	30	424.53
02/10/2025	APCHK	422 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	349.07
				COMMISSARY PROVISION	455-355	10	32.59
				OFFICE SUPPLIES	610-301	25	35.00
				FIRING RANGE	630-245	30	219.24
				OFFICE SUPPLIES	630-301	30	12.50
				PRINTING & PUBLISHING	630-302	30	263.43
				OPERATING EQUIPMENT	630-401	30	550.86
				COMMODITIES	670-331	30	89.99
				OFFICE SUPPLIES	810-301	40	47.18
				CHECK APCHK 422 (E) TOTAL FOR FUND 01:			<u>1,599.86</u>
				Total for fund 01 GENERAL FUND			238,390.73

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 01/29/2025 - 02/12/2025

Page 6/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
02/10/2025	APCHK	103096*#	B & E AUTO REPAIR & TOWING	VEHICLE MAINTENANCE	401-350	50	95.60
02/10/2025	APCHK	103105	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	1,042.28
02/10/2025	APCHK	103106	CORE & MAIN LP	METER REPLACEMENT	435-462	50	2,012.16
				METER REPLACEMENT	435-462	50	10,329.44
				CHECK APCHK 103106 TOTAL FOR FUND 02:			12,341.60
02/10/2025	APCHK	103114	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	200.00
02/10/2025	APCHK	103115	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	4,400.00
				SPOILS HAULING SERVICES	430-280	50	4,400.00
				CHECK APCHK 103115 TOTAL FOR FUND 02:			25,300.00
02/10/2025	APCHK	103120*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	9,651.65
02/10/2025	APCHK	103129	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	5,419.40
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	911.55
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	1,823.10
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,905.58
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	6,050.32
				CHECK APCHK 103129 TOTAL FOR FUND 02:			18,109.95
02/10/2025	APCHK	103131*#	LA FASTENERS INC	VEHICLE MAINTENANCE	401-350	50	51.86
02/10/2025	APCHK	103133	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
02/10/2025	APCHK	103134	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	6,338.91
02/10/2025	APCHK	103135	MONROE TRUCK EQUIPMENT INC	VEHICLE MAINTENANCE	401-350	50	800.00
02/10/2025	APCHK	103153*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	3,228.76
02/10/2025	APCHK	103154	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	1,076.40
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	309.60
				CHECK APCHK 103154 TOTAL FOR FUND 02:			1,386.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
02/10/2025	APCHK	103159	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	907.84
				POSTAGE & METER RENT	401-311	50	886.08
				CHECK APCHK 103159 TOTAL FOR FUND 02:			<u>1,793.92</u>
02/10/2025	APCHK	423 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	139,968.72
				Total for fund 02 WATER FUND			220,447.25

DB: Willowbrook

CHECK DATE FROM 01/29/2025 - 02/12/2025

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
02/10/2025	APCHK	103108	DIXON ENGINEERING, INC.	WATER TOWER REPAIRS/MAINT	600-604	55	4,250.00
				WATER TOWER REPAIRS/MAINT	600-604	55	8,200.00
				CHECK APCHK 103108 TOTAL FOR FUND 10:			
02/10/2025	APCHK	103128	KAPLAN LIQUID SOLUTIONS	PUBLIC WORKS EQUIPMENT	600-322	55	25,046.75
02/10/2025	APCHK	103152	T-MOBILE	CREEKSIDE PARK IMPROVEMENTS	600-345	55	9.24
				CREEKSIDE PARK IMPROVEMENTS	600-345	55	31.80
				CHECK APCHK 103152 TOTAL FOR FUND 10:			
Total for fund 10 CAPITAL PROJECT FUND							37,537.79

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 01/29/2025 - 02/12/2025

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
02/10/2025	APCHK	103113	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	2,203.50
				LEGAL FEES	401-242	15	833.00
				CHECK APCHK 103113 TOTAL FOR FUND 15:			3,036.50
02/10/2025	APCHK	103120*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	1,525.17
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			4,561.67

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
02/10/2025	APCHK	103132	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,126.50
				Total for fund 17 SERIES 2022 BOND			5,126.50
TOTAL - ALL FUNDS							506,063.94

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.a. & 6.b.

DATE: February 10, 2025

SUBJECT:

CUSTODIAL SERVICES

a. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO A CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT VILLAGE OF WILLOWBROOK FACILITIES, GOWER WEST SCHOOL, GOWER MIDDLE SCHOOL AND THE INDIAN PRAIRIE PUBLIC LIBRARY

b. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT FOR CUSTODIAL SERVICES AT THE INDIAN PRAIRIE PUBLIC LIBRARY

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Alex Arteaga, Assistant Village Administrator

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff is asking the Board to enter into an Intergovernmental Agreement (IGA) with Indian Prairie Public Library (IPPL) for custodial services, and to amend the existing Village agreement with Multisystem Management Company to include custodial services provided to the IPPL facility.

BACKGROUND/SUMMARY

As the Board is aware, one of staff's strategic initiatives for the past several years is to have discussions with neighboring governmental agencies with regard to shared services and joint bidding. When this is done correctly, joint bidding services can be a win-win situation for all agencies involved. Some of the benefits can include tax dollar savings, and streamlining communications, while preserving service levels and quality.

The Village has a great relationship with IPPL, providing snow/ice removal services as part of an existing IGA. In November 2024, Village staff met with administrative staff at IPPL to discuss shared custodial services. As the Village already has a contractor, Multisystem Management Company, and is pleased with their performance to date, it was recommended to have the library utilize the existing contract pricing that was bid out in September 2022.

For reference, the Village Board approved a three-year contract on August 8th, 2022 with Multisystem Management. Since the initial agreement, the Village has amended our contract with Multisystem three times: the first amendment pertaining to Village CRC services, the second amendment outlined custodial services provided to Gower Schools, and the third amendment pertaining to additional CRC custodial service days. Throughout all amendments, staff has been pleased overall with the level of service provided throughout the current term.



Typically, in a shared services situation, the library can either take advantage of the existing pricing and enter into a contract agreement directly with the contractor or enter into an IGA with the other governmental entity, who will be responsible for managing the contractor on the library's behalf. In this case, the latter option was recommended by the library. Since Village staff will be managing this additional scope of work and still overseeing the existing scope of work for Village facilities and Gower schools, Village staff has requested a percentage-based management fee. The library has agreed to the fee and will review the contract on an annual basis.

In addition to entering into an IGA, staff recommends the Village Board adopt a resolution to amend the existing Village agreement with Multisystem Management Company. The current price for custodial services provided to Village facilities will remain unchanged; the contract amendment will apply only to pricing for the library campus, based on a specific monthly/annual amount.

IPPL is currently in need of custodial services 7 days a week. IPPL officials have agreed to a monthly flat amount of \$6,066.90, which includes a 7% contract administration fee administered by the Village on the monthly flat amount of \$5,670. Multisystem custodians will be assigned to the IPPL campus 7 days a week, with three custodians each working a 3-hour shift. Upon adoption of this agreement amendment, Village staff will begin to invoice IPPL on a monthly basis for custodial services provided by Multisystem. Current payment procedures to Multisystem Management Company by the Village will remain unchanged.

If IPPL decides to terminate Multisystem services, the Village will subsequently terminate this amendment as well.

FINANCIAL IMPACT

On a monthly basis, the Village will be reimbursed by the library for custodial services provided by Multisystem in addition to a contract administration fee. The agreed upon monthly flat fee paid to Multisystem is \$5,670, the agreed upon monthly flat fee paid to the Village is \$6,066.90.

RECOMMENDED ACTION:

Staff recommends adopting the IGA with IPPL and amending the existing Village agreement with Multisystem Management Company to cover custodial services provided to the library facility.

RESOLUTION NO. 25 R-__

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT
FOR CUSTODIAL SERVICES AT THE INDIAN PRAIRIE PUBLIC LIBRARY**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook (“Village”) and the Indian Prairie Public Library District (“Library District”) are public agencies within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act. Both the Village and Library District have the power and authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to enter into an intergovernmental agreement with the Library District for custodial services at the Indian Prairie Public Library, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

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

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement (the “Agreement”), by and between the Village of Willowbrook and the Indian Prairie Public Library District, for the performance of custodial services at the Indian Prairie Public Library, all as detailed in the Agreement, is hereby approved.

BE IT FURTHER RESOLVED that and the Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Agreement is attached hereto as Exhibit “A” and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and **APPROVED** this 10th day of February, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WILLOWBROOK AND
THE INDIAN PRAIRIE PUBLIC LIBRARY DISTRICT
FOR CUSTODIAL SERVICES**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WILLOWBROOK AND THE INDIAN PRAIRIE PUBLIC
LIBRARY DISTRICT TO PROVIDE CUSTODIAL SERVICES TO THE INDIAN
PRAIRIE PUBLIC LIBRARY**

This Agreement is entered into this ____ day of February, 2025 by and between the Indian Prairie Public Library District, DuPage County, Illinois (“Library District”), and the Village of Willowbrook, a home rule municipal corporation of DuPage County, Illinois (“Willowbrook”).

RECITALS:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes school districts and units of local government, including municipalities, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes school districts and units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Section 220/1, *et seq.*, known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Willowbrook and Library District are public agencies within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act; and

WHEREAS, Willowbrook and the Library District desire to enter into this Intergovernmental Agreement regarding the provision of custodial services to the Indian Prairie Public Library at those costs to be paid by the Library District, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **RECITALS:** The foregoing recitals are adopted and incorporated into this Intergovernmental Agreement as if fully restated herein.
2. **SCOPE OF SERVICES TO BE PERFORMED BY WILLOWBROOK:**

- A. Willowbrook shall provide three (3) persons to perform custodial services at the Indian Prairie Public Library, working nine (9) to ten (10) hours, cumulatively, per day, seven (7) days per week, at the rate of Six Thousand Sixty-Six and 90/100ths Dollars (\$6,066.90), per month.
- B. Additional custodial services may be performed upon request, at an agreed-upon hourly rate of compensation.

3. **LIBRARY DISTRICT RESPONSIBILITIES:**

- i. The Library District shall be solely responsible for and pay to Willowbrook in accord with the provisions of the Local Government Prompt Payment Act;
- ii. The sum of Six Thousand Sixty-Six and 90/100ths Dollars (\$6,066.90) per month for custodial services, as set forth in 2(A) and 2(B);
- iii. Any additional custodial services performed, as may be agreed to by the parties; and
- iv. In the event the Library District reduces the number of custodians or reduces the hours worked by custodians, the Library District shall receive a pro rata reduction in costs due and owing to the Village; and
- v. In the event the Library District fails or refuses to pay said costs due and owing Willowbrook, then the Library District agrees to be responsible for all costs and reasonable attorneys' fees incurred by Willowbrook in any action to recover the Library District's costs for custodial services provided by the Village, pursuant to this Agreement.

4. **GENERAL CONDITIONS:**

- A. **Authority to Execute:** The Parties hereto have read and reviewed the terms of this Agreement and, by their signatures as affixed below, represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- B. **Binding on Successors:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations:** The Parties shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.

- D. **Conflict of Interest:** Each Party understands and agrees that no director, officer, agent or employee of the Parties may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertinent to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void.
- E. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. **Dispute Resolution:** In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties hereto shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement prior to filing any claim or lawsuit.
- G. **Effective Date:** The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement. This Agreement shall become effective only in the event the corporate authorities of each Party approve this Agreement.
- H. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.
- I. **Force Majeure:** No Party shall be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or nature disasters.
- J. **No Third-Party Beneficiaries:** This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other

representative of any Party hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

- K. **Notices:** Unless otherwise specified, all reports, notices and other communications related to this Agreement shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the Village of Willowbrook:

Village of Willowbrook
Attn: Sean Halloran, Village Administrator
835 Midway Drive
Willowbrook, IL 60527

To the Library District:

Indian Prairie Public Library District
Attn: Laura Birmingham, Executive Director
401 Plainfield Road
Darien, IL 60561

- L. **Section Headings:** The descriptive section and subsection headings used in this Agreement for are convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- M. **Severability:** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- N. **Waiver of Default:** The failure by either Party to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies.
- O. **Venue:** The Parties further agree that the Circuit Court of DuPage County, Illinois shall be the appropriate venue for any and all court action or litigation.

IT WITNESS WHEREOF, the Parties hereto affixed their hands and seals pursuant to an approving resolution of the corporate authorities of Willowbrook and of the Indian Prairie Public Library District.

INDIAN PRAIRIE PUBLIC
LIBRARY DISTRICT

VILLAGE OF WILLOWBROOK

Laura Birmingham, Executive Director

Frank A. Trilla, Mayor

Date: _____, 2025.

Date: _____, 2025.

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.a. & 6.b.

DATE: February 10, 2025

SUBJECT:

CUSTODIAL SERVICES

a. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO A CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT VILLAGE OF WILLOWBROOK FACILITIES, GOWER WEST SCHOOL, GOWER MIDDLE SCHOOL AND THE INDIAN PRAIRIE PUBLIC LIBRARY

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STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Alex Arteaga, Assistant Village Administrator

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff is asking the Board to enter into an Intergovernmental Agreement (IGA) with Indian Prairie Public Library (IPPL) for custodial services, and to amend the existing Village agreement with Multisystem Management Company to include custodial services provided to the IPPL facility.

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FINANCIAL IMPACT

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RECOMMENDED ACTION:

Staff recommends adopting the IGA with IPPL and amending the existing Village agreement with Multisystem Management Company to cover custodial services provided to the library facility.

RESOLUTION NO. 25-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO A
CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM
CUSTODIAL SERVICES AT VILLAGE OF WILLOWBROOK FACILITIES,
GOWER WEST SCHOOL, GOWER MIDDLE SCHOOL AND THE INDIAN PRAIRIE
PUBLIC LIBRARY**

WHEREAS, the Village previously solicited sealed proposals from seven (7) contractors for the performance of custodial services at various Village’s Municipal Buildings, including the Village Hall facility and the Village Police Department facility (the “Project”); and

WHEREAS, of the proposals received and opened, the apparent lowest responsible bidder to submit a proposal for the Project was Multisystem Management Company (“Multisystem”); and

WHEREAS, based upon Multisystem’s Proposal, the corporate authorities of the Village awarded a contract to Multisystem to perform custodial services at the Village Hall facility and Village Police Department facility; and

WHEREAS, on February 13, 2023, the corporate authorities approved a First Amendment to the Multisystem Agreement to add for the performance of janitorial services at the Village Community Resource Center; and

WHEREAS, on September 11, 2023, the corporate authorities approved a Second Amendment to the Multisystem Agreement to add for the performance of janitorial services at School District 62; and

WHEREAS, on December 4, 2024, the corporate authorities approved a Third Amendment to the Multisystem Agreement to add additional cleaning services at the Village facilities; and

WHEREAS, the corporate authorities of the Village have determined it is in the best interest of the Village to approve a Fourth Amendment to the Agreement with Multisystem for

additional custodial services to be performed by Multisystem at the Indian Prairie Public Library District's Indian Prairie Public Library.

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

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: That certain Fourth Amendment to Custodial Services Agreement by and between Multisystem Management Company and the Village of Willowbrook for the performance of custodial services at the Indian Prairie Public Library District's Indian Prairie Public Library, a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

SECTION 3: The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, and the Village Clerk is hereby directed to attest to the Fourth Amendment to Custodial Services Agreement, all on behalf of the Village of Willowbrook.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4: This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 10th day of February, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**FOURTH AMENDMENT TO CUSTODIAL SERVICES AGREEMENT BETWEEN
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF
WILLOWBROOK**

**FOURTH AMENDMENT TO CUSTODIAL SERVICES AGREEMENT BETWEEN
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF WILLOWBROOK**

This Fourth Amendment to the Agreement made this ____ day of February, 2025, between the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), and Multisystem Management Company (“Contractor”), for the provision of custodial services at the Village’s Municipal Buildings, including Village Hall, Village Police Station, Village Community Resource Center, School District 62 Gower West School, Gower Middle School and at the Indian Prairie Public Library, in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

WHEREAS, the Village and Contractor entered into an Agreement on August 22, 2022, First Amendment to the Agreement in February, 2023, Second Amendment to the Agreement in September 2023, and the Third Amendment in December, 2024, for the provision of custodial services at the Village’s Municipal Buildings, including the Village Hall, the Village Police Station, the Village’s Community Resource Center, as well as Gower West School and Gower Middle School, for a term commencing on September 6, 2022 through December 31, 2025 (“Agreement”); and

WHEREAS, the Village and Contractor now desire to amend said Agreement to add the provision of custodial services by Contractor at the Indian Prairie Public Library District’s Indian Prairie Public Library, in consideration for the additional cost to the Village, for a total amount not to exceed Sixty-Eight Thousand Forty and 00/100ths Dollars (\$68,040.00), annually, (paid at a monthly rate of Five Thousand Six Hundred Seventy and 00/100ths Dollars (\$5,670.00)), for custodial services at the Indian Prairie Public Library, in accordance with the Contractor’s Proposal dated December 4, 2024 attached hereto as Exhibit “A”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.

2. That certain Agreement between Village and Contractor entered into for the provision of custodial services at Village's Municipal Buildings, Gower West School, Gower Middle School and the Indian Prairie Public Library District, is hereby amended as hereinafter set forth:

A. Paragraph 1(A) is hereby amended to read as follows:

A. Contractor shall perform custodial services at the following Village facilities:

1. Village Hall – 835 Midway Drive, Willowbrook, IL 60527;
2. Village Police Station – 7760 Quincy Street, Willowbrook, IL 60527;
3. Village Community Resource Center – 825 Midway Drive, Willowbrook, IL 60527;
4. Gower West School – 7650 Clarendon Hills Road, Willowbrook, IL 60527;
5. Gower Middle School – 7941 S. Madison Street, Burr Ridge, IL 60527; and
6. Indian Prairie Public Library – 401 Plainfield Road, Darien, IL 60561.

B. District 62 Custodial Services:

1. Custodial services to be performed at Gower West School shall include two (2) custodians, each working a simultaneous eight (8) hour shift, five (5) days per week.
2. Custodial services to be performed at Gower Middle School shall include two (2) custodians, each working a simultaneous eight (8) hour shift, five (5) days per week.

C. Indian Prairie Public Library District Services:

1. Custodial services to be performed at the Indian Prairie Public Library shall include three (3) custodians working nine (9) to ten (10) hours, cumulatively, per day, seven (7) days per week.

3. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth in the Contractor's proposals, dated June 17, 2022, January 20, 2023, August 8, 2023, September 17, 2024, and December 4, 2024, a total amount not to exceed Two Hundred Ninety - Eight Thousand Two Hundred Sixty and 00/100ths Dollars (\$298,260.00), annually (payable at the monthly rate of Twenty-Four Thousand Eight Hundred Fifty-Five and 00/100ths Dollars (\$24,855.00)). Additional hours worked shall be paid at the hourly rate specified. Additional hours will only be paid when authorized, in writing,

by the Village, School District 62 or the Library District. Hours reduced from the contract specifications for services performed for School District 62 or the Village, shall be deducted from the monthly invoice at the hourly rate specified.

4. That all remaining terms of the Agreement, First Amendment, Second Amendment, and Third Amendment, unamended by this Fourth Amendment to the Custodial Services Management Agreement between Multisystem Management Company and the Village of Willowbrook remain in full force and effect and unamended by this Third Amendment.

READ, APPROVED AND AGREED READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK CONTRACTOR: MULTISYSTEM
MANAGEMENT COMPANY

By: _____ By: _____
Frank A. Trilla, Mayor Maciej Cwierlina, President

Attest: Attest:

By: _____ By: _____
Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

MULTISYSTEM MANAGEMENT PROPOSAL



MULTISYSTEM MANAGEMENT COMPANY



PROPOSAL FOR CLEANING SERVICES

Multisystem Management Company

6019 N Milwaukee Ave

Chicago IL 60646

for

Indian Prairie Public Library

401 Plainfield Rd

Darien, IL 60561



6019 N. Milwaukee Avenue, Chicago, IL 60646 Tel: (312) 847-8695 Fax: (773)775-7037

Email: multisystem.customer.service@gmail.com



MULTISYSTEM MANAGEMENT COMPANY

FREQUENCY OF SERVICES: 7 Days per Week

CUSTOMIZED SPECIFICATIONS:

Entrance, Lobby	Daily	Weekly	Monthly
1. Detail vacuum all open carpeted areas	x		
2. Sweep and damp mop all tiled floors	x		
3. Spot clean all entryway glass and glass doors	x		
4. Spot clean glass partitions	x		
5. Dust all office furniture, to include bookcases, credenzas and filing cabinets	x		
6. Wash all interior glass			x
7. Remove all cobwebs	x		
8. Dust all windowsills		x	

Public Areas	Daily	Weekly	Monthly
1. Vacuum all open carpeted areas with special attention to the traffic areas	x		
2. Sweep and spot mop all tiled floors	x		
3. Spot clean glass partitions	x		
4. Detailed vacuum all open carpeted areas with special attention to corners and along the walls		x	
5. Dust all window sills, door frames and all horizontal surfaces		x	
6. Dust all office furniture, to include bookcases, credenzas and filing cabinets	x		
7. Wash all interior glass partitions			x
8. Remove all cobwebs		x	
9. Clean and sanitize all telephones		x	
10. Damp wipe tables	x		
11. Sweep and mop entire floor		x	

Lunchroom	Daily	Weekly	Monthly
1. Clean all microwaves inside and out	x		
2. Clean and sanitize all counter tops	x		
3. Damp clean and sanitize table tops	x		
4. Spot clean all chairs	x		
5. Scour all sinks	x		
6. Sweep and damp mop all tile floors with disinfectant	x		

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Email: multisystem.customer.service@gmail.com



MULTISYSTEM MANAGEMENT COMPANY

7. Detail vacuum all carpeted areas	x		
8. Damp wipe all trash can lids		x	
9. Damp wipe exterior side of refrigerator		x	
10. Damp wipe front and top of vending machines		x	

Washrooms	Daily	Weekly	Monthly
1. Clean and sanitize all porcelain fixtures, sinks, toilets, urinals, and counter tops	x		
2. Clean and polish all chrome faucets and fixtures	x		
3. Damp clean and sanitize both sides of the toilet seats	x		
4. Damp clean all mirrors	x		
5. Damp clean all trash can lids	x		
6. Refill all soap, towel and tissue dispensers	x		
7. Sweep and damp mop all tiles floors with disinfectant	x		
8. Dust tops of all partitions		x	
9. Spot clean all partitions and walls as needed	x		
10. Wash all partitions, walls behind toilets, walls around sinks, dispensers and urinals		x	
11. Polish all stainless steel	x		

Stairwells and Elevator	Daily	Weekly	Monthly
1. Sweep and spot mop all tiled stairwells	x		
2. Vacuum all carpeted stairwells	x		
3. Mop tiled stairwells		x	
4. Damp wipe and disinfect handrails		x	
5. Spot clean elevator doors and walls	x		
6. Vacuum carpet in elevator	x		
7. Sweep and mop tiled elevator floors	x		

All Contracted Areas	Daily	Weekly	Monthly
1. Empty all trash cans and replace the liners	x		
2. Empty and damp wipe all ashtrays	x		
3. Clean and sanitize all water fountains (brass)	x		
4. Spot clean doors, door frames, light switches, walls, kick and push plates - As Needed	x		
5. Janitor's closet will be kept clean and orderly	x		

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Email: multisystem.customer.service@gmail.com



MULTISYSTEM MANAGEMENT COMPANY

After a walk- through, the Multisystem Management Company have estimated that the regular cleaning services at your facilities including the price for chemicals would amount to:

Service	Amount Per Month	Accepted
I. 7 (Seven) Days Per Week Regular Cleaning Services	\$5,670.00/Month	Signature _____
II. Refrigerator Cleaning Last Friday of the Month	No Charge	
III. All Bathrooms Deep Scrub Once a Year	No Charge	
IV. Carpet Cleaning	\$3,150.00/Per One Cleaning	Signature _____

Proposal Acceptance:

Authorized Person: _____

Title: _____

Signature: _____

Indian Prairie Public Library

401 Plainfield Rd

Darien, IL 60561

Ph: (630)887-8760

ippl@ippl.info

<https://ippl.info/>

Date: _____

Authorized Person: MACIEJ CWIERTNIA

Title: PRESIDENT

Signature: _____

Multisystem Management Company

6019 N Milwaukee Ave

Chicago, IL 60646

Ph: (773) 775-7015

Fx: (773) 775-7037

multisystem.customer.service@gmail.com

<https://mmcjanitorialservices.com/>

Date: 12/04/2024



MULTISYSTEM MANAGEMENT COMPANY



Company Profile, References & Customer Contact Procedures

Address: Multisystem Management Company
6019 N Milwaukee Ave
Chicago IL 60646

Website address: www.mmcjanitorialservices.com

Email: multisystem.customer.service@gmail.com

Phone number: (312) 847-8695; (224)330-9892

Fax number: (773) 775-7037

Federal I.D. # 45-1473571

Structure: S Corporation

Years of operation: since May 10, 2011

Doing Business in the State of ILLINOIS

President: Maciej Cwiertnia

General Manager: Sylwia Wolak

Office Manager: Olha Tsyvntarna

Supervisor: Lemuel Garcia

Field Manager: Agnes Topolska

Total number of employees: 100+

Size of Company in Annual Sales: \$2.5 million

PRINCIPAL BANKS:

PNC Bank

6360 W Higgins Ave, Chicago, IL 60630

CHASE BANK

2150 Bloomingdale Rd, Glendale Heights, IL 60139

Citibank

115 N Northwest Hwy, Park Ridge, IL 60068





MULTISYSTEM MANAGEMENT COMPANY

MMC was established by people with over 20 years of commercial cleaning business experience. Our company has been on the cleaning market for 13 successful years, and our philosophy is to be the best we can at what we do. All our employees are professionally trained, and we provide supervision at every job – day and night.

MMC does not hire subcontractors like most of big companies do. Our goal is to have a straight contact with the employees, take care of them, supervise and help them so that they would be able to perform excellent services up to the cleaning standards and contract demands.

Our mission is to provide exceptional cleaning services that create clean, healthy, and inspiring environments for our clients, while always prioritizing sustainability and customer satisfaction.

Customer Contact Procedures & Quality Control

Our quality control system is one of the best in the business. We provide you with a constant line of communication with us. On Monthly basis we will meet with you, at your convenience and walk through the areas of service to ensure that everything is done in accordance with the specifications.

All our employees and supervisors are highly trained with reference to dos and don'ts of the product they use. All training is supervised by our Safety Director. We are always reminding our custodial staff that cleaning and disinfecting are part of a broad approach to preventing infectious diseases, explaining the difference between cleaning, disinfecting, and sanitizing. They are trained to follow the standard procedures for routine cleaning, sanitizing surfaces and objects that are touched often, immediately clean surfaces and objects that are visibly soiled. If surfaces or objects are soiled with body fluids or blood, use gloves and other standard precautions to avoid coming into contact with the fluid. Remove the spill, and then clean and disinfect the surface. Use disinfecting wipes on electronic items that are touched often, such as phones and computers. Pay close attention to the directions for using disinfecting wipes. It may be necessary to use more than one wipe to keep the surface wet for the stated length of contact time. We will ensure that our custodial staff who use cleaners and disinfectants read and understand all instruction labels and understand safe and appropriate use. Follow standard procedures for handling waste, which may include wearing gloves. Place no-touch waste baskets where they are easy to use. Throw disposable items used to clean surfaces and items in the trash immediately after use. Avoid touching used tissues and other waste when emptying waste baskets. Wash their hands with soap and water after emptying waste baskets and touching used tissues and similar waste.

Supervisor's Quality Control

Each work task will be a subject of serious inspection, before, during and after work is complete. Each inspection will verify compliance with the full scope of the relevant specifications. Our quality control process will follow the site-specific scope of work and made by our supervisor as follows:

- For the first 3 months of service our managerial staff provide bi-weekly quality control and once a month quality control for the following period;
- Weekly supervisor's overnight quality control;

We create check lists with the custodians time-in & time-out information to provide a strict guidance on what cleaning needs to be complete to comply with demands stated in the bid and/or contract.



MULTISYSTEM MANAGEMENT COMPANY

REFERENCES

FOX RIVER VALLEY PUBLIC LIBRARY DISTRICT

- DUNDEE TOWNSHIP PUBLIC LIBRARY
- RANDALL OAKS LIBRARY

Addresses: 555 BARRINGTON ROAD, WEST DUNDEE, IL 60118
500 RANDALL RD, WEST DUNDEE, IL 60118

Contact: Michael Lorenzetti

Title: Facilities Manager

Ph#: (224)699-4121

Email: mlorenzetti@frvpld.info

Total size of the facilities: 35,000 sq ft

Years of contract: 2023-2024

Project Amount: \$41,760.00

Type of work done: Janitorial Services

VERNON AREA PUBLIC LIBRARY DISTRICT

Address: 300 OLDE HALF DAY ROAD
LINCOLNSHIRE, IL 60069

Contact: Stephen Territo

Title: Head of Library Operations

Ph#: (847) 878-0080

Email: sterrito@vapld.info

Total size of the facilities: 55,000 sq ft

Year contract awarded: 2024

Project Amount: \$49,860.00

Type of work done: Janitorial Services



MULTISYSTEM MANAGEMENT COMPANY

*MMC replaces its equipment every 6 months

*MMC Employees are using uniforms and identification badges



*To avoid cross-contamination, MMC uses different colors of Microfiber Towels.

E.g.

Kitchen Area – Yellow Microfiber Towels

Bathrooms – Green Microfiber Towels

The Rest of the Area – Blue Microfiber Towels



*For the same safety reasons, we use different colors buckets for cleaning different areas:

E.g.

Bathrooms – Blue Buckets

The Rest of the Area – Yellow Buckets

Quality Assurance Plan:

- Walk-through at the facilities, planning the cleaning services, making sure not to miss any details;
- Employees training to follow the scope of work in accordance with safety rules while providing the services and using the materials and equipment;
- Providing supervision of cleaning services on the jobsite
- Availability of 24/7 communication with the client to make sure all the issues to be covered, if any
- Flexibility of cleaning services scheduling, if necessary
- Customer relationship management

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Email: multisystem.customer.service@gmail.com



MULTISYSTEM MANAGEMENT COMPANY

BACKGROUND CHECK

MMC does background check when hiring new employees. We use online resources for background checks, we examine references the employees provide, we schedule fingerprints appointments and do additional background checks, if required.

TRAINING PROGRAMS

We provide our employees with the following trainings on a yearly basis:

- Green Clean Technician: Green and Healthy Use of Procedures, Products, and Equipment
- Infection Control for Cleaning Services Workers
- Sexual Harassment Prevention Training
- Safety for Janitorial Safety Workers
- Cleaning Technology
- Blood Borne Pathogens & Safety Protocols

EQUITY, DIVERSITY & INCLUSION

Multisystem Management Company values equity, diversity, inclusion and belonging, which is an important topic in the workplace. We believe that it is important to pay attention to the staff, and ensure everyone feels heard, included and safe. Employees who feel valued and have opportunities in the workplace are more likely to be actively engaged in their work. This translates to a happier, more productive workforce.

GREEN CLEANING

Multisystem Management Company is committed to using environmentally friendly products and cleaning methods to provide a safer, healthier, cleaner job. We use a powerful combination of electrolyzed salt and water to completely clean, sanitize, and disinfect. There are no harmful chemicals, no harsh smells, and it is safe for humans and pets.

The main goal of “green cleaning” is to use cleaning solutions and methods that keep us and our environment healthy and free of toxins. Exposure to chemicals and toxins can potentially cause irreparable damage to our bodies, water, air, and ecosystem.

Experience of Managerial Candidates

President: Maciej Cwiertnia - 20 years of managerial experience in commercial cleaning business.

Office Manager/Supervisor: Olha Tsyntarna – over 17 years of experience as an office manager and administrator in cleaning services company, PR&BTL agency, trade networks companies (construction services & suppliers).

Field Manager: Agnes Topolska – 10 years of experience: quality control, communications with clients.

Supervisor: Lemuel Garcia – 23 years of managerial experience in janitorial services.



MULTISYSTEM MANAGEMENT COMPANY

LIST OF EQUIPMENT:

- Mop buckets
- Mop handles and frames
- Scrubbers
- Buffers
- Wet vac pickup machines
- Portable carpet extractor for cleanup of body fluids, carpet spot removal, etc.
- Vacuum cleaners
- Carpet extractors
- Ladders
- Housekeeping carts
- Trash cans, refuse containers
- Carpet spotter tool kit with chemicals, tools, and directions for managing spot removal
- Trash Can Liners and sanitary napkin waste receptacle liners
- Custodial cleaning chemicals
- Miscellaneous housekeeping service consumables: scrub pads, towels, sponges, mop heads, etc.

LIST OF SUPPLIES:

- Diversey – Glance Glass & Multi-Surface Cleaner Concentrate Non-Ammoniated
- Diversey – Floor Science® Neutral Floor Cleaner Citrus Concentrate
- Diversey – Oxivir Five 16 One-Step Disinfectant Cleaner Concentrate
- Diversey – Crew NA SC (Super Concentrate) Non-Acid Bowl & Bathroom Disinfectant Cleaner
- Diversey – Endust® Stainless Steel Cleaner, 12.5 oz. aerosol
- Diversey – Floor Science® Easy Apply High Gloss Floor Finish, 5 gallon Envirobox™
- Diversey – Floor Science® Heavy Duty Floor Stripper
- Diversey - Whistle® Plus Professional Multi Purpose Cleaner and Degreaser



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.a. & 7.b.

DATE: February 10, 2025

SUBJECT:

VILLAGE VEHICLE PURCHASES

- a. AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF THREE (3) NEW 2025 FORD EXPLORER INTERCEPTOR MOTOR VEHICLES, PLUS STRIPING, UPFITTING, AND EXTENDED WARRANTIES, AT A TOTAL COST NOT TO EXCEED \$201,237.57
- b. AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW 2025 FORD F250 PICKUP AND ONE (1) NEW 2025 FORD F350 PICKUP MOTOR VEHICLES, PLUS UPFITTING, AT A TOTAL COST NOT TO EXCEED \$137,608.00

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lauren Kaspar, Chief of Police
Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To review two ordinances waiving competitive bidding, approving, and authorizing the purchase of five (5) new Village vehicles as follows:

- a. Three (3) new 2025 Ford Explorer Interceptor squad vehicles plus striping, upfitting and extended warranties at a total cost not to exceed \$201,237.57.
- b. One (1) new 2025 Ford F250 pickup and one (1) new 2025 Ford F350 pickup Public Works vehicles plus upfitting at a total cost not to exceed \$137,608.00.

BACKGROUND/SUMMARY

Over the past few years, supply chain problems forced automakers to stop or limit the production of new cars, trucks, and SUVs. These shortages prevented automakers from producing enough vehicles to meet the demand in 2022 and 2023, resulting in fleet production being limited or completely idled. To circumvent these issues, local government entities were forced to purchase vehicles from dealership lots and/or hold on to current fleet vehicles well beyond their lifespan. Now that supply chain issues have leveled off and vehicles are now more readily available.

Throughout the past six months, staff has researched several different options for vehicles costs, which include the standard state bid via Suburban Purchasing Cooperative (SPC) pricing and local dealerships. Currently, Willowbrook Ford has three (3) 2025 Ford Explorer Inceptor SUVs in stock and ready for delivery which are priced at \$45,991 compared to the state bid price of \$45,645. Although the SUVs are \$346 over the state bid, they are a local purchase, in stock, and ready for delivery immediately.



Additionally, Willowbrook Ford has on order and scheduled for delivery early March 2025, one (1) 2025 Ford F250 pickup and one (1) 2025 Ford F350 pickup. As in the case of the Police vehicles, to further develop the partnership with the Village, Willowbrook Ford has agreed to sell these vehicles at or below the SPC pricing, with immediate delivery. Both vehicles will upfitted to meet the needs of the Public Works Department.

The three (3) Police vehicles and two (2) Public Works vehicles being replaced are as follows:

Vehicle	Purchase Date	Mileage
Squad #51	2019	61,509
Squad #55	2019	68,732
Squad #59	2019	68,236
F250 Pickup w/Plow	2016	63,007
F350 Service Body	2015	85,765

The three (3) Police vehicles listed above are six years old and have been out of warranty for over six months resulting in costly engine and transmission repairs. Since these vehicles are considered severe duty vehicles with higher-than-normal engine hours, it is customary to replace them at the five-year mark when the extended warranties have expired. This replacement plan will aid in keeping maintenance costs lower and keeping the vehicles in service.

The two (2) Public Works vehicles are around 10 years old. Although the mileage appears low for vehicles of this type, the age and heavy-duty use increases the wear. Both vehicles are showing signs of severe rusting in places and are subject to potential expensive repairs to maintain their day-to-day use. Due to their low resale value, these vehicles will not be sold/auctioned, but rather kept in the Village fleet as operational backup units that the department currently does not have, creating a dedicated watering and anti-icing/de-icing liquids unit, and providing vehicles for seasonal employee use.

FINANCIAL IMPACT

Below is the breakdown for the cost of the three (3) police vehicles and two (2) public works vehicles.

Purchase	Cost	Quantity	Total
2025 Ford Explorer Interceptor with extended warranty	\$48,830.70	3	\$146,492.10
Full prisoner cage upfit	\$16,769.81	2	\$33,539.62
Single prisoner cage upfit	\$15,355.85	1	\$15,355.85
Striping	\$1,950.00	3	\$5,850.00
Total			\$201,237.57



Purchase	Cost	Quantity	Total
2025 Ford SuperCab F250 4x4 Pickup (Willowbrook Ford)	\$52,515.00	1	\$52,525.00
Lighting and Plow Upfit (Monroe Truck)	\$14,634.00	1	\$14,634.00
2025 Ford SuperCab F350 4x4 Pickup (Willowbrook Ford)	\$53,660.00	1	\$53,660.00
Lighting and Service Body Upfit (Monroe Truck)	\$16,799.00	1	\$16,799.00
		Total	\$137,608.00

The Police vehicles are currently budgeted for replacement in FY25/26 Capital Improvement Projects in the amount of \$210,000. Purchasing vehicles this fiscal year will not only aid in improving our fleet replacement outlook, but it will also help lower maintenance costs \$8,762.43 under the amount budgeted next fiscal year.

The Public Works vehicles are currently budgeted for replacement in the FY25/26 Capital Improvement Projects in the amount of \$175,000.

RECOMMENDED ACTION:

Adopt the ordinances for the purchase and upfitting of police and public works vehicles.

ORDINANCE NO. 25-O-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND
AUTHORIZING THE PURCHASE OF THREE (3) NEW 2025 FORD EXPLORER
INTERCEPTOR MOTOR VEHICLES, PLUS STRIPING, UPFITTING, AND
EXTENDED WARRANTIES, AT A TOTAL COST NOT TO EXCEED \$201,237.57**

WHEREAS, the Village Police Department has requested the purchase of three (3) new 2025 Ford Explorer Interceptor motor vehicles, with striping, upfitting and extended warranties; and

WHEREAS, the Village deems it appropriate to purchase three (3) new 2025 Ford Explorer Interceptor motor vehicles from the current stock at Willowbrook Ford, Inc. at prices competitive with the Suburban Purchasing Cooperating (SPC) pricing; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that the competitive bidding process be waived for the purchase of three (3) new 2025 Ford Explorer Interceptor motor vehicles from Willowbrook Ford, Inc.

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) new 2025 Ford Explorer Interceptor 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, a purchase order for three (3) new 2025 Ford Explorer Interceptor motor vehicles from Willowbrook Ford, Inc., plus striping, upfitting and extended warranties, at a total cost not to exceed Two Hundred One Thousand Two Hundred Thirty-Seven and 57/100ths Dollars (\$201,237.57), which purchases are hereby approved. A copy of said purchase order, striping, upfitting and extended warranty proposals are attached hereto as Exhibit “A” and made a part hereof.

PASSED and APPROVED this 10th day of February, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”



7301S Kingery Hwy
Willowbrook, IL 60527



(630) 986-5000
WillowbrookFord.net

Date/Time: Jan 23, 2025 10:03 AM

Buyer: Village of Willowbrook

Phone: C: (708) 563-7755

Phone:

Address: 835 Midway Dr
Willowbrook, IL 60527

Salesperson: Marcus Williams

2025 Ford Police Interceptor U, Body Type: Sport Utility ST05894

Color: Agate Black, 9 Miles VIN:1FM5K8AB3SGB05894

Cash	Balance Due
\$ Down	
\$0	\$48,831

MSRP/Retail	\$49,230.00
Discount	\$3,780.00
Selling Price	\$45,450.00
Trade Difference	\$45,450.00
Government Fees	\$173.00
Proc/Doc Fees	\$367.70
PreimumCARE	\$2,840.00
Subtotal (Selling Price +	\$48,830.70
Total Balance Due	\$48,830.70

X

Customer Signature

Date

X

Manager Signature

Date

--All Payments With Approved Credit-- Save money with more down payment! Lower BALANCE equals a lower monthly investment, less finance charges, and a shorter trade cycle



7301S Kingery Hwy
Willowbrook, IL 60527



(630) 986-5000
WillowbrookFord.net

Date/Time: Jan 23, 2025 10:04 AM
Buyer: Village of Willowbrook
Phone: C: (708) 563-7755
Phone:
Address: 835 Midway Dr
Willowbrook, IL 60527

Salesperson: Marcus Williams

2025 Ford Police Interceptor U, Body Type: Sport Utility ST06074

Color: Agate Black, 8 Miles VIN:1FM5K8AB3SGB06074

Cash	Balance Due
\$ Down	
\$0	\$48,831

MSRP/Retail	\$49,230.00
Discount	\$3,780.00
Selling Price	\$45,450.00
Trade Difference	\$45,450.00
Government Fees	\$173.00
Proc/Doc Fees	\$367.70
PremiumCARE	\$2,840.00
Subtotal (Selling Price +	\$48,830.70
Total Balance Due	\$48,830.70

X

Customer Signature

Date

X

Manager Signature

Date

--All Payments With Approved Credit-- Save money with more down payment! Lower BALANCE equals a lower monthly investment, less finance charges, and a shorter trade cycle



7301S Kingery Hwy
Willowbrook, IL 60527



(630) 986-5000
WillowbrookFord.net

Date/Time: Jan 23, 2025 10:03 AM

Buyer: Village of Willowbrook

Phone: C: (708) 563-7755

Phone:

Address: 835 Midway Dr
Willowbrook, IL 60527

Salesperson: Marcus Williams

2025 Ford Police Interceptor U, Body Type: Sport Utility ST06734

Color: Agate Black, 9 Miles VIN:1FM5K8AB8SGB06734

Cash	Balance Due
\$ Down	
\$0	\$48,831

MSRP/Retail	\$49,230.00
Discount	\$3,780.00
Selling Price	\$45,450.00
Trade Difference	\$45,450.00
Government Fees	\$173.00
Proc/Doc Fees	\$367.70
PremiumCARE	\$2,840.00
Subtotal (Selling Price +	\$48,830.70
Total Balance Due	\$48,830.70

X

Customer Signature

Date

X

Manager Signature

Date

--All Payments With Approved Credit-- Save money with more down payment! Lower BALANCE equals a lower monthly investment, less finance charges, and a shorter trade cycle

Car Reflections
P.O.Box 4981
Naperville Il. 60540
708-951-1555
len@carreflections.com

Estimate

Name/Address
Willowbrook Police Dept. 7760 Quincy St. Willow Brook, IL 60527

Date	Estimate No.	Project
01/22/25	597	

Item	Description	Quantity	Cost	Total
Police Stripe Package	2025 Explorers- Install a complete four door wrap along with the current matching graphics. All 3M 680 material panted and laminated.	3	1,950.00	5,850.00
			Total	\$5,850.00



EVT Tech
9910 W 190th Street, Suite E
Mokena, IL 60448

Estimate

Date	Estimate #
1/17/2025	4609

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2025 FPIU		Patrol	Net 30	
Qty	Item	Description	Rate	Total
1	ETSS100J	S/O 100W Composite siren speaker	189.95	189.95
1	ETSSVBK01	S/O 100n Speaker bracket 2020 PI Utility	49.95	49.95
1	5344T-2L52	Go Rhino light ready push bumper. Textured steel. 2020+ FPIU. Fits SoundOff Signal mPower 4" lights	479.95	479.95
4	EMPS2STS5RBW	S/O mpower® 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/White ^^^ Lighted Push Bumper ^^^	129.95	519.80
2	ELUC3H010W	S/O Universal UnderCover Screw-In LED Insert. 5-wire harness. Color White ^^^ Headlight corners ^^^	89.95	179.90
1	ENGND04102	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95
1	ENGHNK05	S/O bluePRINT remote node harness kit ^^^ Lighting control node ^^^	42.95	42.95
2	ENT2B3RBW	S/O Intersector, Tri-color Red / Blue / White ^^^ Under rear view mirrors ^^^	189.95	379.90
1	ENNLB01844-49B	S/O 48" nForce NXT light bar. RW-BW Front, RA-BA Rear. 2020+ FPIU standard hook mount	1,695.00	1,695.00
1	NT-2500	Priority Green Nano Tube preemption power supply.	279.00	279.00
1	20.1880	Strobe Tube with reflector assembly ^^^ Light bar with preemption emitter ^^^	99.95	99.95
2	EMPS2STS2R	mpower™ 4' Fascia Light w/ Stud Mount, 6 LED, Solid Color - Red	99.95	199.90
2	EMPS2STS2B	mpower™ 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, SAE Class 1 &	99.95	199.90
2	PMP2WSDDDB	CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Solid Color - Blue S/O mPower Dual 4" windshield shroud, Black ^^^ 1/4 windows ^^^	19.95	39.90
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White ^^^ Adjacent license plate ^^^	129.95	259.90
1	ENGND04102	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total

Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech
9910 W 190th Street, Suite E
Mokena, IL 60448

Estimate

Date	Estimate #
1/17/2025	4609

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2025 FPIU		Patrol	Net 30	
Qty	Item	Description	Rate	Total
1	ENGHNK05	S/O bluePRINT remote node harness kit ^^^ Rear Lighting node ^^^	42.95	42.95
2	ELUC3H010B	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness Color Blue ^^^ Tail light inserts ^^^	89.95	179.90
1	ENGSA5100CSR	S/O BLUEPRINT 500 SERIES 100W CONSOLE KNOB SIREN	665.00	665.00
1	ENGLMK013	S/O bluePRINT Link® Micro Module and Vehicle Harness for Ford Super Duty F-250-F-550, 2023-2024	320.00	320.00
1	ENGSYM01	S/O bluePRINT Sync® Module	239.95	239.95
1	PSRN5HDK2	S/O 500 Series Siren Conversion Kit, from console to remote ^^^ Siren and lighting controls ^^^	24.95	24.95
1	C-VS-1012-INUT-2	Havis Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility	519.95	519.95
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	59.95	59.95
1	C-ARM-102	Havis side mount armrest	79.95	79.95
2	C-MCB	Mic clip bracket	13.95	27.90
2	MMSU-1	Magnetic Mic Single Unit	39.95	79.90
1	C-MD-119	Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter ^^^ Console, accessories and computer mounting. Customer to supply docking station ***	299.95	299.95
1	475-0065	Jotto Ford PI Utility (2020+) Space Creator Vehicle Partition Featuring Bidirectional Recessed Housing (Full Window w/ Safety Wire Option)	945.00	945.00
1	475-0968	Jotto High Security Extension Panel for 2020+ Ford PI Utility VP9 Space Creator Vehicle Partition - Two Piece Steel HSEP	129.96	129.96
1	475-0902	Jotto Ford PI Utility (2020+) Secure-Grid Window Armor (OEM Doors)	319.95	319.95
1	475-0923	Jotto Ford PI Utility (2020+) Replacement Bio-Seat System	1,699.00	1,699.00
1	475-0850	Jotto Gun Rack - Single Weapon, Partition Mounted, Vertical (GR3-AR-XTRD-GL3XL Mounted) - Flat or Recessed Housing	399.95	399.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total

Signature _____

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708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech
9910 W 190th Street, Suite E
Mokena, IL 60448

Estimate

Date	Estimate #
1/17/2025	4609

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2025 FPIU		Patrol	Net 30	
Qty	Item	Description	Rate	Total
1	LOFT-PIU20-EC	^^^ Prisoner transport and weapon retention ^^ Lund Industries 20+ Ford Police Utility/Explorer Loft Electronic Equipment Tray - Interior Dimension 16.5" x 40" LOFT-PIU20-EC Includes removable stand-off electronics installation platform	749.95	749.95
1	ROOF-FT-NITI-M	^^^ Electronics tray for Axon and siren equipment ^^	64.95	64.95
1	MB8U25	Sti-Co Flexi-Whip Roof Mount Antenna, BLK	34.95	34.95
1	RFU-600-1	25' Antenna Coax, 3/4' NMO Brass Mount - Black	4.95	4.95
1	AP-MMFRK	Mini-UHF Connector	19.95	19.95
1	Install Materials	^^^ VHF antenna ^^ AntennaPlus MMF series remount kit	300.00	300.00
1	LABOR	^^^ Remount kit for data antenna ^^ Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	4,495.00	4,495.00
		Install above listed equipment plus customer supplied Radio, Radar, computer and Axon video system		

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total \$16,769.81

Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech
9910 W 190th Street, Suite E
Mokena, IL 60448

Estimate

Date	Estimate #
1/17/2025	4610

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2025 FPIU		Patrol	Net 30	
Qty	Item	Description	Rate	Total
1	ETSS100J	*** Single cell transport equipment ^^	189.95	189.95
1	ETSSVBK01	S/O 100W Composite siren speaker	49.95	49.95
1	5344T-2L52	S/O 100n Speaker bracket 2020 PI Utility	479.95	479.95
4	EMPS2STS5RBW	Go Rhino light ready push bumper. Textured steel. 2020+ FPIU. Fits SoundOff Signal mPower 4" lights	129.95	519.80
2	ELUC3H010W	S/O mPower® 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/White	89.95	179.90
1	ENGND04102	^^^ Lighted Push Bumper ^^	224.95	224.95
1	ENGHNK05	S/O Universal UnderCover Screw-In LED Insert. 5-wire harness. Color White	42.95	42.95
2	ENT2B3RBW	^^^ Headlight corners ^^	189.95	379.90
1	ENNLB01844-49B	S/O bluePRINT remote node, 4 inputs, 10 outputs	1,695.00	1,695.00
1	NT-2500	S/O bluePRINT remote node harness kit	279.00	279.00
1	20.1880	^^^ Lighting control node ^^	99.95	99.95
2	EMPS2STS2R	S/O Intersector, Tri-color Red / Blue / White	99.95	199.90
2	EMPS2STS2B	^^^ Under rear view mirrors ^^	99.95	199.90
2	PMP2WSDDDB	S/O 48" nForce NXT light bar. RW-BW Front, RA-BA Rear. 2020+ FPIU standard hook mount	19.95	39.90
2	EMPS2QMS5RBW	Priority Green Nano Tube preemption power supply.	129.95	259.90
		Strobe Tube with reflector assembly		
		^^^ Light bar with preemption emitter ^^		
		mpower™ 4' Fascia Light w/ Stud Mount, 6 LED, Solid Color - Red		
		mpower™ 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, SAE Class 1 &		
		CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Solid Color - Blue		
		S/O mPower Dual 4" windshield shroud, Black		
		^^^ 1/4 windows ^^		
		S/O mPower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White		
		^^^ Adjacent license plate ^^		

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total

Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech
9910 W 190th Street, Suite E
Mokena, IL 60448

Estimate

Date	Estimate #
1/17/2025	4610

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2025 FPIU		Patrol	Net 30	
Qty	Item	Description	Rate	Total
1	ENGND04102	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95
1	ENGHNK05	S/O bluePRINT remote node harness kit	42.95	42.95
		^^^ Rear Lighting node ^^^		
2	ELUC3H010B	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness Color Blue	89.95	179.90
		^^^ Tail light inserts ^^^		
1	ENGSA5100CSR	S/O BLUEPRINT 500 SERIES 100W CONSOLE KNOB SIREN	665.00	665.00
1	ENGLMK013	S/O bluePRINT Link® Micro Module and Vehicle Harness for Ford Super Duty F-250-F-550, 2023-2024	320.00	320.00
1	ENGSYM01	S/O bluePRINT Sync® Module	239.95	239.95
1	PSRN5HDK2	S/O 500 Series Siren Conversion Kit, from console to remote	24.95	24.95
		^^^ Siren and lighting controls ^^^		
1	C-VS-1012-INUT-2	Havis Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility	519.95	519.95
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	59.95	59.95
1	C-ARM-102	Havis side mount armrest	79.95	79.95
2	C-MCB	Mic clip bracket	13.95	27.90
2	MMSU-1	Magnetic Mic Single Unit	39.95	79.90
1	C-MD-119	Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	299.95	299.95
		^^^ Console, accessories and computer mounting. Customer to supply docking station ***		
1	475-0767	Jotto Single Cell Prisoner Transport System for Ford PI Utility (2020+)	1,749.95	1,749.95
1	475-1130-GLH	Jotto gun rack. GR7, AR, Single Cell, Sideways. build with with GL3XL Lock (HCK Key)	329.95	329.95
		^^^ Prisoner transport and weapon retention ^^^		

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total

Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech
9910 W 190th Street, Suite E
Mokena, IL 60448

Estimate

Date	Estimate #
1/17/2025	4610

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2025 FPIU		Patrol	Net 30	
Qty	Item	Description	Rate	Total
1	LOFT-PIU20-EC	Lund Industries 20+ Ford Police Utility/Explorer Loft Electronic Equipment Tray - Interior Dimension 16.5" x 40" LOFT-PIU20-EC Includes removable stand-off electronics installation platform ^^^ Electronics tray for Axon and siren equipment ^^^	749.95	749.95
1	ROOF-FT-NITI-M	Sti-Co Flexi-Whip Roof Mount Antenna, BLK	64.95	64.95
1	MB8U25	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	34.95
1	RFU-600-1	Mini-UHF Connector ^^^ VHF antenna ^^^	4.95	4.95
1	AP-MMFRK	AntennaPlus MMF series remount kit ^^^ Remount kit for data antenna ^^^	19.95	19.95
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	300.00	300.00
1	LABOR	Install above listed equipment plus customer supplied Radio, Radar, computer and Axon video system	4,495.00	4,495.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total \$15,355.85

Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.a. & 7.b.

DATE: February 10, 2025

SUBJECT:

VILLAGE VEHICLE PURCHASES

- a. AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF THREE (3) NEW 2025 FORD EXPLORER INTERCEPTOR MOTOR VEHICLES, PLUS STRIPING, UPFITTING, AND EXTENDED WARRANTIES, AT A TOTAL COST NOT TO EXCEED \$201,237.57
- b. AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) NEW 2025 FORD F250 PICKUP AND ONE (1) NEW 2025 FORD F350 PICKUP MOTOR VEHICLES, PLUS UPFITTING, AT A TOTAL COST NOT TO EXCEED \$137,608.00

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lauren Kaspar, Chief of Police
Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To review two ordinances waiving competitive bidding, approving, and authorizing the purchase of five (5) new Village vehicles as follows:

- a. Three (3) new 2025 Ford Explorer Interceptor squad vehicles plus striping, upfitting and extended warranties at a total cost not to exceed \$201,237.57.
- b. One (1) new 2025 Ford F250 pickup and one (1) new 2025 Ford F350 pickup Public Works vehicles plus upfitting at a total cost not to exceed \$137,608.00.

BACKGROUND/SUMMARY

Over the past few years, supply chain problems forced automakers to stop or limit the production of new cars, trucks, and SUVs. These shortages prevented automakers from producing enough vehicles to meet the demand in 2022 and 2023, resulting in fleet production being limited or completely idled. To circumvent these issues, local government entities were forced to purchase vehicles from dealership lots and/or hold on to current fleet vehicles well beyond their lifespan. Now that supply chain issues have leveled off and vehicles are now more readily available.

Throughout the past six months, staff has researched several different options for vehicles costs, which include the standard state bid via Suburban Purchasing Cooperative (SPC) pricing and local dealerships. Currently, Willowbrook Ford has three (3) 2025 Ford Explorer Inceptor SUVs in stock and ready for delivery which are priced at \$45,991 compared to the state bid price of \$45,645. Although the SUVs are \$346 over the state bid, they are a local purchase, in stock, and ready for delivery immediately.



Additionally, Willowbrook Ford has on order and scheduled for delivery early March 2025, one (1) 2025 Ford F250 pickup and one (1) 2025 Ford F350 pickup. As in the case of the Police vehicles, to further develop the partnership with the Village, Willowbrook Ford has agreed to sell these vehicles at or below the SPC pricing, with immediate delivery. Both vehicles will be upfitted to meet the needs of the Public Works Department.

The three (3) Police vehicles and two (2) Public Works vehicles being replaced are as follows:

Vehicle	Purchase Date	Mileage
Squad #51	2019	61,509
Squad #55	2019	68,732
Squad #59	2019	68,236
F250 Pickup w/Plow	2016	63,007
F350 Service Body	2015	85,765

The three (3) Police vehicles listed above are six years old and have been out of warranty for over six months resulting in costly engine and transmission repairs. Since these vehicles are considered severe duty vehicles with higher-than-normal engine hours, it is customary to replace them at the five-year mark when the extended warranties have expired. This replacement plan will aid in keeping maintenance costs lower and keeping the vehicles in service.

The two (2) Public Works vehicles are around 10 years old. Although the mileage appears low for vehicles of this type, the age and heavy-duty use increases the wear. Both vehicles are showing signs of severe rusting in places and are subject to potential expensive repairs to maintain their day-to-day use. Due to their low resale value, these vehicles will not be sold/auctioned, but rather kept in the Village fleet as operational backup units that the department currently does not have, creating a dedicated watering and anti-icing/de-icing liquids unit, and providing vehicles for seasonal employee use.

FINANCIAL IMPACT

Below is the breakdown for the cost of the three (3) police vehicles and two (2) public works vehicles.

Purchase	Cost	Quantity	Total
2025 Ford Explorer Interceptor with extended warranty	\$48,830.70	3	\$146,492.10
Full prisoner cage upfit	\$16,769.81	2	\$33,539.62
Single prisoner cage upfit	\$15,355.85	1	\$15,355.85
Striping	\$1,950.00	3	\$5,850.00
Total			\$201,237.57



Purchase	Cost	Quantity	Total
2025 Ford SuperCab F250 4x4 Pickup (Willowbrook Ford)	\$52,515.00	1	\$52,525.00
Lighting and Plow Upfit (Monroe Truck)	\$14,634.00	1	\$14,634.00
2025 Ford SuperCab F350 4x4 Pickup (Willowbrook Ford)	\$53,660.00	1	\$53,660.00
Lighting and Service Body Upfit (Monroe Truck)	\$16,799.00	1	\$16,799.00
		Total	\$137,608.00

The Police vehicles are currently budgeted for replacement in FY25/26 Capital Improvement Projects in the amount of \$210,000. Purchasing vehicles this fiscal year will not only aid in improving our fleet replacement outlook, but it will also help lower maintenance costs \$8,762.43 under the amount budgeted next fiscal year.

The Public Works vehicles are currently budgeted for replacement in the FY25/26 Capital Improvement Projects in the amount of \$175,000.

RECOMMENDED ACTION:

Adopt the ordinances for the purchase and upfitting of police and public works vehicles.

ORDINANCE NO. 25-O-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND
AUTHORIZING THE PURCHASE OF ONE (1) NEW 2025 FORD F250 PICKUP AND
ONE (1) NEW 2025 FORD F350 PICKUP MOTOR VEHICLES, PLUS UPFITTING, AT
A TOTAL COST NOT TO EXCEED \$137,608.00**

WHEREAS, the Village Public Works Department has requested the purchase of one (1) new 2025 Ford F250 Pickup motor vehicle and one (1) new 2025 Ford F350 Pickup motor vehicle, with upfitting; and

WHEREAS, the Village deems it appropriate to purchase one (1) new 2025 Ford F250 Pickup motor vehicle and one (1) new 2025 Ford F350 Pickup motor vehicle from the current stock at Willowbrook Ford, Inc. at prices competitive with the Suburban Purchasing Cooperating (SPC) pricing; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that the competitive bidding process be waived for the purchase of one (1) new 2025 Ford F250 Pickup motor vehicle and one (1) new 2025 Ford F350 Pickup motor vehicle from Willowbrook Ford, Inc.

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 one (1) new 2025 Ford F250 Pickup motor vehicle and one (1) new 2025 Ford F350 Pickup motor vehicle, be and is hereby waived.

SECTION 2: The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed, to execute, on behalf of the Village, a purchase order for one (1) new 2025 Ford F250 Pickup motor vehicle and one (1) new 2025 Ford F350 Pickup motor vehicle, with

upfitting, at a total cost not to exceed One Hundred Thirty-Seven Thousand Six Hundred Eight and no/100ths Dollars (\$137,608.00), which purchases are hereby approved. A copy of said purchase order and upfitting proposals are attached hereto as Exhibit “A” and made a part hereof.

PASSED and APPROVED this 10th day of February, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”



Preview Order C053 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 11/15/2024 11:04:59 Receipt: 11/15/2024

Dealership Name: Willowbrook Ford, Inc.

Sales Code : F41063

Dealer Rep.	JOSEPH BELLAVIA	Type	Fleet	Vehicle Line	Superduty	Order Code	C053
Customer Name	Village of Wi	Priority Code	M3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/164	\$50635	10000# GVWR PACKAGE	\$0
164 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$50635	SNOW PLOW PREP PACKAGE	\$250
OXFORD WHITE	\$0	SPARE TIRE AND WHEEL	\$0
VINYL 40/20/40 SEATS	\$0	TRAILER BRAKE CONTROLLER	\$300
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	UPFITTER SWITCHES	\$165
.XL TRIM	\$0	410 AMP DUAL ALTERNATOR	\$115
.AIR CONDITIONING -- CFC FREE	\$0	PRICE CONCESSION INDICATOR	\$0
.AM/FM STEREO MP3/CLK	\$0	REMARKS TRAILER	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	DUAL BATTERY	\$210
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
3.73 RATIO NON LTD SLIP AXLE	\$0	FUEL CHARGE	\$0
JOB #1 ORDER	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED DORA	\$0
FRONT LICENSE PLATE BRACKET	\$0	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$445	DESTINATION & DELIVERY	\$1995
TOTAL BASE AND OPTIONS		MSRP	\$54,115
DISCOUNTS		GPC	-\$1,600.00
TOTAL		Selling Price	\$52,515

ORDERING FIN: QD572 END USER FIN: QD572

INCENTIVES

DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :15-6725 Bid Date :09/24/24State : IL

\$-1600.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:



812 Draper Avenue
Joliet, IL 60432
Sales Rep: Kendall Blumeyer
Ph:
www.MonroeTruck.com

J.O. #
Quotation ID: 4BD0006349-1
Date: 2/3/2025
Valid thru: 3/5/2025
Terms: NET 30
Quoted by: Bob Drews
Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:
WILLOWBROOK, VILLAGE OF (ATTN: RICK VALENT)
7760 S QUINCY
WILLOWBROOK, IL 60521
Ph: 630-323-8215 / Fax:
Email:

PLOW / HEADACHE RACK / ARROW STICK

Chassis Information

Year: 2025	Make: FORD	Model: F-250	Chassis Color: OXFORD WHITE	Cab Type: EXTENDED
Single/Dual: SRW	CA: 56.0	CT: -1.0	Wheelbase: 164.0	Engine: GAS
			F.O. Number #:	Vin:

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

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

SOURCEWELL CONTRACT # 062222-AEB

BOSS 8'2" STEEL V-DXT PLOW
- SMARTHITCH 2
- SMARTTOUCH 2 HANDHELD CONTROLLER
- SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY
- SMARTSHIELD
- SMARTLOCK CYLINDERS
- HIGH-PERFORMANCE HYDRAULIC PACKAGE
- ENCLOSED HYDRAULICS
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM
- DUAL TRIP DESIGN
- REINFORCED MOLDBOARD WITH FLARED WINGS
- HEAVY-DUTY PUSH FRAME
- HEAVY-DUTY FORMED CUTTING EDGES
- RUBBER SNOW DEFLECTOR
- INSTALLED
- TWO-YEAR LIMITED WARRANTY

SAFETY RACK BY BACKRACK
- BLACK

ECCO SAE CLASS I LED SAFETY DIRECTOR
- 3300 SERIES
- 49" LONG W/ 8 LIGHT HEADS
- 9 BUILT-IN FLASH PATTERNS
- SOFT-TOUCH IN-CAB CONTROLLER W/ LED DISPLAY
- MOUNTED TO HEADACHE RACK

(4) NORTH AMERICAN SIGNAL L.E.D. AMBER/CLEAR STROBES
- (2) MOUNTED ON FRONT GRILL
- (2) MOUNTED ON SURFACE OF REAR BUMPER

(1) WHELEN, L.E.D. RESPONDER MINI LIGHT-BAR, AMBER/CLEAR L.E.D.'S W/ CLEAR LENS
- INSTALLED ON HEADACHE RACK

Quote Total: \$14,634.00

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

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

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
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MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			101836
Customer Signature:				Date of Acceptance:	

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

1. SCOPE AND VALIDITY

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

2. OFFERS, ORDERS AND CONFIRMATION

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

3. PRICES

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

4. PAYMENT TERMS

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

5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

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

7. DELIVERY AND ACCEPTANCE

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

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

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

8. EXAMINATION AND CONFORMITY TO ORDER

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

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

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

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

9. LIMITED PRODUCT WARRANTY

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

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

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

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

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

10. LIMITATION OF LIABILITY

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

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

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

11. CONFIDENTIALITY

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

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

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

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

12. INTELLECTUAL PROPERTY

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

13. FORCE MAJEURE

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

14. MISCELLANEOUS

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

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

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

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

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

15. ENTIRE AGREEMENT; CONFLICTS.

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

16. APPLICABLE LAW AND JURISDICTION

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

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

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



Preview Order C052 - X3B 4x4 Super Cab SRW: Order Summary Time of Preview: 11/15/2024 10:34:58 Receipt: 11/13/2024

Dealership Name: Willowbrook Ford, Inc.

Sales Code : F41063

Dealer Rep.	JOSEPH BELLAVIA	Type	Fleet	Vehicle Line	Superduty	Order Code	C052
Customer Name	Village of Wi	Priority Code	M3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 SUPERCAB PICKUP/164	\$51925	10800# GVWR PACKAGE	\$0
164 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$51925	SNOW PLOW PREP PACKAGE	\$250
OXFORD WHITE	\$0	TRAILER BRAKE CONTROLLER	\$300
VINYL 40/20/40 SEATS	\$0	ROOF CLEARANCE LIGHTS	\$95
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	UPFITTER SWITCHES	\$165
.XL TRIM	\$0	250 AMP ALTERNATOR	\$85
.AIR CONDITIONING -- CFC FREE	\$0	PRICE CONCESSION INDICATOR	\$0
.AM/FM STEREO MP3/CLK	\$0	REMARKS TRAILER	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	FUEL CHARGE	\$0
3.73 RATIO NON LTD SLIP AXLE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
JOB #1 ORDER	\$0	PRICED DORA	\$0

FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1995
PLATFORM RUNNING BOARDS	\$445		

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

MSRP - \$55,260

G.P.C. - \$1,600

Selling Price - \$53,660.00

MSRP
\$55260
NA
\$55260

ORDERING FIN: QD572 END USER FIN: QD572

INCENTIVES

Acc. Code ID :10 Contract/Ref # :19-978S Bid Date :09/24/24State : IL

DISCOUNTS:
\$-1600.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

812 Draper Avenue
Joliet, IL 60432
Sales Rep: Kendall Blumeyer
Ph:
www.MonroeTruck.com

J.O. #
Quotation ID: 4BD0006350-1
Date: 2/3/2025
Valid thru: 3/5/2025
Terms: NET 30
Quoted by: Bob Drews
Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:
WILLOWBROOK, VILLAGE OF (ATTN: RICK VALENT)
7760 S QUINCY
WILLOWBROOK, IL 60521
Ph: 630-323-8215 / Fax:
Email:

FORD F350 SERVICE BODY

Chassis Information

Year: 2025	Make: FORD	Model: F-350	Chassis Color: OXFORD WHITE	Cab Type: EXTENDED
Single/Dual: SRW	CA: 56.0	CT: -1.0	Wheelbase: 164.0	Engine: GAS
			F.O. Number #:	Vin:

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

Description	Amount
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SOURCEWELL CONTRACT # 062222-AEB

98" S-SERIES, STEEL SERVICEPRO BODY (SRW)
- STEEL UNDERSTRUCTURE
- 48.5" LOAD SPACE
- A60 GALVANNEALED DIAMOND PLATE FLOOR
- 18 GA OUTER DOOR SKIN, DOUBLE PANEL DOOR CONSTRUCTION
- STAINLESS STEEL ROTARY PADDLE LATCHES & BOLT-ON DOOR HINGES
- NITROGEN GAS STRUT DOOR HOLDERS
- AUTOMOTIVE BUBBLE TYPE & MECHANICAL DOOR SEALS
- ADJUSTABLE COMPARTMENT TRAYS/SHELVES
- (1) SHELF IN EACH FRONT, HORIZONTAL & REAR COMPARTMENTS
- KNEE BRACED SLAM ACTION TAILGATE
- SEAMLESS WHEELHOUSE PANEL W/ POLY CARBONATE FENDER FLARES
- ACRYLIC E-COAT IMMERSION PRIMER SYSTEM & POWDER COATED ***WHITE***
- STEPMATE BUMPER SYSTEM WITH INTEGRATED STEPS AND GRAB HANDLES
- (1) PAIR ALL-IN-ONE LED STOP/TURN/TAIL/BACKUP LIGHTS RECESSED IN BUMPER

BOLT-ON HEADACHE RACK ASSEMBLY

USE FORD O.E.M. HITCH ASSEMBLY
- INSTALL FORD O.E.M. BACK UP CAMERA
- BACK UP ALARM
- 7 WAY RV STYLE TRAILER PLUG

SPRAY LINER OF COMPLETE LOAD-SPACE, INSIDE OF TAILGATE & BUMPER
- BLACK

ECCO SAE CLASS I LED SAFETY DIRECTOR
- 3300 SERIES
- 49" LONG W/ 8 LIGHT HEADS
- 9 BUILT-IN FLASH PATTERNS
- SOFT-TOUCH IN-CAB CONTROLLER W/ LED DISPLAY
- MOUNTED TO HEADACHE RACK

(6) NORTH AMERICAN SIGNAL L.E.D. AMBER/CLEAR STROBES
- (2) MOUNTED ON FRONT GRILL
- (2) MOUNTED ON REAR OF SERVICE BODY
- (1) MOUNTED ON FENDER PANEL OF SERVICE BODY ON BOTH SIDES

(1) WHELEN, L.E.D. RESPONDER MINI LIGHT-BAR, AMBER/CLEAR L.E.D.'S W/ CLEAR LENS
- INSTALLED ON HEADACHE RACK

Quote Total: \$16,799.00

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

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

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			101836
Customer Signature:				Date of Acceptance:	

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

1. SCOPE AND VALIDITY

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

2. OFFERS, ORDERS AND CONFIRMATION

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

3. PRICES

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

4. PAYMENT TERMS

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

5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

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

7. DELIVERY AND ACCEPTANCE

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

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

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

8. EXAMINATION AND CONFORMITY TO ORDER

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

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

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

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

9. LIMITED PRODUCT WARRANTY

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

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

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

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

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

10. LIMITATION OF LIABILITY

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

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

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

11. CONFIDENTIALITY

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

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

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

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

12. INTELLECTUAL PROPERTY

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

13. FORCE MAJEURE

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

14. MISCELLANEOUS

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

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

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

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

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

15. ENTIRE AGREEMENT; CONFLICTS.

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

16. APPLICABLE LAW AND JURISDICTION

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

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

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