

A G E N D A

REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 13, 2020, AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

EST. 1960

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Brian Pabst

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

DUE TO THE COVID 19 PANDEMIC THE VILLAGE OFFICES WILL BE CLOSED AND THE VILLAGE WILL BE UTILIZING A CONFERENCE CALL FOR THIS MEETING.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL IN NUMBER:

Dial in Phone Number: (312) 626-6799

Meeting ID: 824 2614 7336

Written public comments can be submitted by 5:00 pm on Monday, July 13, 2020 and the meeting password can be obtained by emailing cdittman@willowbrook.il.us.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
June 8, 2020 Regular Meeting of the Finance & Administration Committee
4. REPORT – Collection Agency RFP Results
5. DISCUSSION – Comparable Community Salary Survey & Village Pay Structure
6. REPORT – Monthly Disbursement Reports – June 2020
7. REPORT – Sales Tax, Business District Sales Tax, Income Tax, Utility Tax, Local Gas Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax
8. VISITOR'S BUSINESS
9. COMMUNICATIONS
10. ADJOURNMENT



Proud Member of the
Illinois Route 66 Scenic Byway

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 8, 2020 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC THE VILLAGE OFFICES WILL BE CLOSED AND THE VILLAGE WILL BE UTILIZING A CONFERENCE CALL FOR THIS MEETING

1. CALL TO ORDER

The meeting was called to order by Trustee Mistele at 5:30 p.m.

2. ROLL CALL

Those present at roll call were Chairwoman Sue Berglund, Trustee Michael Mistele, Trustee Paul Oggerino, Director of Finance Carrie Dittman, Village Administrator Brian Pabst, Chief of Police Robert Schaller, and Deputy Chief Lauren Kaspar.

3. APPROVAL OF MINUTES

Minutes of the Regular Meeting of the Finance & Administration Committee held on Monday, May 11, 2020 were reviewed.

Motion to approve the minutes made by Trustee Mistele, seconded by Chairwoman Berglund. Motion carried.

4. DISCUSSION – Comparable Community Salary Survey & Village Pay Structure

Administrator Pabst noted that the committee had been asked to expand upon the previous presentation to the Village Board on comparable salaries. Within this meeting packet are five exhibits that staff has prepared, three on possible Village pay structures and two on expanded community comparables. Administrator Pabst described the comparable communities and noted that the original survey had been conducted on 7 towns and the subsequent survey included 12 towns. A summary page is presented which highlights that depending on the survey, some Village positions are higher using 7 and others are higher using 12. Overall, Willowbrook salary ranges are below the average in every category. The Village's past policy was to target the 60th percentile of the averages, not the midpoint (50%) which is noted here. Staff wants to address the following issues: Should the Village remain at the 60th percentile? What number of years should be used to reach the top of the bracket? What are the grades, starting/ending pay, overlap, and bonus, if any, that should be considered? What would the yearly pay raise structure be? And what process would be developed to reward star performers?

Director Dittman described the first three exhibits. Exhibit 1 presents the Village pay scale on a shortened 9 year pay plan, which is what the police union follows and is more in line with other communities (most of which use a 7-10 year plan). The FY 19/20 pay ranges are displayed with a 1.7% CPI increase applied to the minimum and maximum of each range, as per the normal procedure and as described in the Village's personnel manual. Director Dittman noted that between pay grades, there was no uniform percentage or dollar amount differentiating the starting pay of the next higher grade.

Director Dittman went on to explain Exhibit 2. This is a hypothetical model that could be adopted which is based on Pay Grade 3 as the starting point, rounded off. Each grade is 10% higher than the grade before, and is based on a 15-grade system, some grades added that are not currently used by the Village. Annual increases are uniform, fixed

amounts over the 9-year plan, so each year the percentage raise decrease slightly (for example, each year pay grade 3 would receive a \$2,500 increase).

Director Dittman next explained Exhibit 3. The model is essentially the same as Exhibit 2, except that instead of a fixed annual increase between years, it assumes an annual increase of 4% only, with no additional COLA, which yields lower ending salaries for each range than what the Village currently has. The percentage between years could be modified as per the Committee's direction. Discussion ensued and questions such as how to qualify to move to another grade were asked. That would have to be determined based on taking on additional responsibilities, obtaining furthered education, and similar factors. Staff asked about the length of time of the step plan, and the Committee was generally in favor of the 9 years. Trustee Mistele agreed with the 60th percentile and generally liked Exhibit 3 but was not sure about using 4.00% annually.

5. REPORT – Monthly Disbursement Reports – May 2020

The Committee reviewed and accepted the disbursement reports for the month and key items are highlighted below:

- Total cash outlay for all Village funds –fiscal Year to Date is \$1,051,442.
- Payroll monthly total for active employees including all funds - \$268,343 (2 payrolls). The average payroll for the year was \$134,171, which is a 11.40% decrease from the prior fiscal year.
- Average daily outlay of cash for all Village funds for the current month: \$33,917. Daily average fiscal YTD: \$33,917. Average monthly cash outlay for all Village funds fiscal year to date (FYTD): \$1,051,442.
- Average daily expenditures for the General Fund only: \$17,998. Fiscal YTD average is \$17,998 which is a 30.76% decrease from the prior year.

6. REPORT – Sales Tax, Business District Sales Tax, Income Tax, Utility Tax, Local Gas Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax

The Committee reviewed and accepted the revenue trend reports for May and key items are highlighted below:

- Sales tax receipts - \$307,589 YTD down 3.94% from the prior year. Trending 22.33% over budget. This represents sales made in February. The budget was dropped \$500,000 to \$3.5 million due to the pandemic. The Village will not see the effects of that until June/July since the state is 3 months behind in remittances.
- Business District sales tax receipts - Year to date is \$47,374, 1.24% below the prior year and 11.5% over budget. This represents collections of the 1.0% sales tax collected in the Village's new business district. The restricted revenue comes from the Town Center & Pete's Fresh Market developments.
- Income Tax receipts - \$86,503 YTD down 49.56% compared to the prior year, 34.8% under budget. May is normally the largest collection month due to filing of income taxes by April 15, but due to the IRS and IL extensions until July 15, payments are being delayed.
- Utility tax receipts - \$63,134 YTD down 6.57% from the prior year, 7.4% under budget, consisting of:
 - Telecomm tax - down 11.85%
 - Northern IL gas – down 7.60%
 - ComEd - down 1.08%

- Local Gas Tax receipts - \$14,243 YTD. The tax was established December 1, 2019.
- Places of Eating Tax receipts - \$22,135 YTD down 51.11% compared to the prior year, trending 34.29% over budget. This represents April sales, which occurred during the pandemic restrictions.
- Fines - \$4,026 YTD down 61.90% compared with the prior year, 56.06% under budget. Fines come from County distributions and local fine tickets written by Village police officers. Director Dittman noted that we are now breaking fine revenue down by overweight fines, DUI fines, local fines and other fines collected by DuPage County.
- Red Light Fines – \$33,100 down 38.58% from the prior year receipts, trending 22.0% under budget.
- Building Permit receipts - \$41,190 YTD up 64.40% from the prior year, trending 255.08% over budget. The increase may be due to more people staying home and able to do home improvement projects.
- Water sales receipts - \$299,554 YTD down 2.6% from the prior year, 2.71% below budget. Commercial usage for April is billed in May and many businesses had lower usage.
- Hotel/Motel Tax receipts - \$10,247, 50.19% lower compared with the prior year. The revenue is trending at 44.6% lower than budget. The additional 1% tax became effective November 1, which began to appear in December collections. Three of the four hotels are open and active.
- Motor Fuel Tax receipts - \$25,329 YTD, up 33.99% from the prior year, 33.3% above budget. Since September 2019 we receive 2 payments each month: the normal distribution plus the additional distribution of the new Transportation Renewal Fund dollars. This is a portion of the \$0.19/gallon tax that was instituted by the state of Illinois beginning July 1, 2019 (payments to the Village beginning in September).

7. VISITOR'S BUSINESS

There were no visitors present.

8. COMMUNICATIONS

There were no communications.

9. ADJOURNMENT

Motion to adjourn at 6:28 p.m. was made by Trustee Mistele, seconded by Chairwoman Berglund. Motion carried.

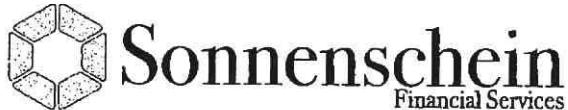
(Minutes transcribed by Carrie Dittman)

FINANCE AND ADMISITRATION COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

| AGENDA ITEM DESCRIPTION Collection Services | COMMITTEE REVIEW <input checked="" type="checkbox"/> Finance/Administration <input type="checkbox"/> Municipal Services <input type="checkbox"/> Public Safety <input type="checkbox"/> Law & Ordinances Meeting Date: July 13, 2020 |
|---|---|
| <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) <input type="checkbox"/> Seeking Feedback <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) <input type="checkbox"/> Regular Report <input type="checkbox"/> Report/documents requested by Committee | |
| ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY) | |
| <p>Faced with revenue shortages related to the pandemic and increasing obligations as discussed at previous meetings, staff is proposing an enhanced revenue stream regarding our collection services. The prior contract for collection services with AR Concepts Inc. was executed on August 22, 1994 with no ending date. Their fees ranged from 33% for basic collection services to 50% plus court costs should the fine be litigated. AR Concepts advised staff that they would no longer collect on parking tickets.</p> | |
| ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.) | |
| <p>Even though not required by state law, staff sent out a request for proposal and received five responses: Sonnenschein Financial Services, Oak Brook Terrace; VRH, Columbus Ohio; FCR Collection Services, Foothill Ranch, California; ABC Credit & Recovery Services, Lisle IL; and MCSI, Palos Heights, IL.</p> | |
| <p>After conducting an analysis concerning numerous factors (see Exhibit #1 – attached), staff is recommending that the Village enter into a 3-year agreement with Sonnenschein Financial Services, Inc. Sonnenschein and MCSI both compared favorably in the analysis. Sonnenschein has extensive municipal experience and has the flexibility to utilize our record documents with minimal format concerns, thereby saving staff time.</p> | |
| <p>ABC Credit & Recovery Services submitted an incomplete response and has no governmental experience. Although their fee is 18% to 35%, FCR out of California does not have IDROP experience with the State of Illinois and has 13 complaints filed against them in the last 10 years. The Exhibit is very detailed, and staff will be available to answer any questions. I have attached the top two responses to the request for proposal from Sonnenschein and MCSI for your review.</p> | |
| <p>A Sonnenschein representative will be available via phone to answer questions.</p> | |
| STAFF RECOMMENDATION | |
| <p>Recommend Sonnenschein Financial Services for formal Village Board consideration on August 24, 2020.</p> | |

| Bidder | | | | FCR Collection | ABC Credit & Recovery Services | MCSI | |
|---|--|--|--|--|--|------|---|
| | Sonnenschein | VRH | | | | | |
| Service Description | | | | | | | |
| 1 Red Light | Y | N | Unknown. No return call | Y | Y | Y | |
| 2 Local Ordinance tickets | Y | Not currently | Y | N | Y | Y | |
| 3 Water | Y | Not currently | Y | Y | Y | Y | |
| 4 Other Code Enforcement tickets | Y | Not currently | Y | N | Y | Y | |
| 5 IDROP (IL State Experience (For chronic violators. Deductions can be made from monies the state pays the violator). Y. Extensive experience; we need to enroil in the program by category (water, local violations, etc.) | No and they currently do not have any municipal clients. | None | None | None | Y. Create the files to be uploaded to the state portal. Red lights were eliminated by IL Comptroller. We send MCSI the templates for each file we want on the IDROP program. | | |
| Points for # 1 - 5 | | 25 | 15 | 15 | 10 | 25 | Weight: 25 possible points. Increments of 5 |
| 6 Price / fees | Their response was 30% but will lowered to 28%. No litigation. We can add the cost of collections to the fine amount. This would affect all future tickets | 25% and 30% Debs more than 3 years old are 30% | 18% are litigation and 35% of litigated. No other fees. Actual recovery rate is unknown | Pre litigation 28% and 40% if litigated | 28% for all monies collected by MCSI or walk ins after being contacted by MCSI. All submitted records are 28%. Will not do any litigated tickets. Can add the cost of collections in on top of the ticket amount. If we add the cost of collections into the debt, the City would need to modify the violator in writing of the additional collections cost. Payments to the city from LDRP would be 14% (commission). | | |
| 7 Other Fees | NONE> No skip tracing charges or other hidden fees | Has additional fees for special reports | None | Y: \$10 per skip trace. | Yes. For the letter that MCSI needs to generate such as (discounts, etc.), the new letter mailed out would be an additional charge for handling. No skip trace charge. | | |
| 8 Debt collection practices: Skip Tracing & related collection practices | No skip tracing charges or other hidden fees. For skip tracing, they use IDI (Interactive Data) which has more collection tools than Lexon Nexus. For example, they have an asset search where you can also run plates, and IDI has more comprehensive information on addresses, phone numbers, relatives, etc. IDI also provides deceased information and bankruptcy information whereas Lexon Nexus does not. Sonnenschein has specialized skip tracers (former police officers). Sonnenschein provides a list of accounts and the firm uses a program management that goes right into their normal account. They also use a sophisticated dialer to program accounts where there isn't any lag time. If no collectors available, the machine stops dialing. Village file modification is minimal. | Skip trace all accounts and send a letter to the violator within 5 days. 3 letters will be sent in a 60 day period. If no collection, the collections firm will make a skip tracer contact. There is a fee for non-basic skip tracing. | 1 Day 1: send letter and e-mail 2. send on an acknowledgement. 3. 1st letter goes out, then call 7 to 10 days later. Send an acknowledgement and a new letter. Every 10 days 4. repeat the letter. 5. Day 90 3rd and final letter 6. Day 180 Report to the credit bureaus. | 1 Rec. elect file and load same. 2. send on an acknowledgement. 3. 1st letter goes out, then call 7 to 10 days later. Send an acknowledgement and a new letter. Every 10 days 4. repeat the letter. 5. Day 90 3rd and final letter 6. Day 180 Report to the credit bureaus. If no contact, report to all 3 credit bureaus. Review any disputes. Can file suit if needed and VOW pays court costs. They deduct their attorneys fees from our collection amount, if any. | Also, see above: Step 1 - get debt to MCSI using their templates, load into their collections software. We can send them Excel format files. We need to modify our files to fit their format. Step 2 General: The Donning federal law #3 MCSI then begins the skip tracing process and wait 30 days to call the debtors. #4 continue to call the debtors. | | |
| 9 Reporting System | Y. They will provide a list to the Village regarding any transactions with all accounts. Keep red light tickets and other types of ticket category separately and report to the Village separately by category and by year so you can see where the money is coming from. | Clients reports will be sent out on a monthly basis. VRH will supply additional reporting as requested | Reports can be sent to the client at any time via e-mail or secure portal. | Will report monthly to the client any outstanding debts | Internal reports are sent out monthly for account activity (ticket #, balance, payment plan, etc.) Provide fully closed statements. | | |
| 10 Payment Processing System | Take credit cards, checks, cash, through their website. Their program allows for a grouping of tickets so they are more effective on the phone by knowing of all the tickets outstanding real time | Will process checks, credit cards, cash or electronic payments. | Will process checks, credit cards, cash or electronic payments. | Payments come in electronically through credit card system, mail in, check by phone, cash, call in. | Take credit cards, checks, and cash through their website. | | |
| Points for # 6 - 10 | | 25 | 20 | 25 | 15 | 25 | Weight: 25 possible points. Increments of 5 |
| Points for rows 1 through 10 | | 50 | 35 | 40 | 25 | 50 | Weight: 50 possible points. Increments of 5. |
| 11 Followed RFP Instructions | Y | Y | Y | Y | Y | | |
| 12 Submitted all required documents | Y | Y | Y | Y | Y | | |
| 13 Licensed & met insurance requirements | Y | Y | Y | Y | Y | | |
| 14 Proximity to VOW (within 20 miles) | Oak Brook Terrace | Ohio | California - Orange County | Little Main Street | Palo Heights | | |
| 15 Organizational Size / staffing | 7 collectors, 3 skip tracers & 2 mgmt. | 8 | 31 | 6 | Will be 22 collectors, 1 mgr., 4 admin. Not fully staffed yet due to Pandemic | | |
| 16 References | Y | Y | Y | No governmental clients | Y | | |
| 17 Prior record: suspended & related 8 pts | No lawsuits or complaints from the IL Dept of Financial and Professional Regulation or federal agency. No credit rating. Good standing with the BBB | Several complaints filed against VRH. | 13 registered complaints | No suspensions or recorded complaints. A+ BBB rating | No lawsuits or complaints from the IL Dept of Financial and Professional Regulation or federal agency. No credit rating. Good standing with the BBB. | | |
| Subtotal Points Rows 11 - 17 | | 85 | 25 | 25 | 30 | 35 | Weight: 35 possible points. 5 pts for each row 11 - 17. |
| Total Points - all rows | | 85 | 60 | 65 | 55 | 85 | Possible of 85 |
| Rank | 1A | 3 | 2 | 4 | 4 | 1B | |
| | Joel Santella 630-396-2820 | Ralph Griffith 614-324-5950 | Jairo Ochoa 949-440-4623 | Joe Speziale 630-969-2047 | Tom Knoll 708-875-0763 or 708-448-6669 | | |
| Other notes: | The Village can add the cost of collection on the ticket price. Example: If there is a \$100 ticket and the contingency fee is 28%, Sonnenschein will attempt to collect \$128. If collected, the village receives \$100 and Sonnenschein receives \$28. If the village doesn't want to pass along the collection fine, the village receives \$72 and Sonnenschein receives \$28. | 614-324-5959. Contact person: Jordan Fromm: 614-324-5959 x 2001. | If the ticket price is \$100, then they will add on to the base bill for other city fees and use those additional collection fee for their payment. | The Village can add the cost of collection on the ticket price. Example: If there is a \$100 ticket and the contingency fee is 28%, MCSI will attempt to collect \$128. If collected, the village gets \$100 and MCSI receives \$28. If the village doesn't want to pass along the collection fine, the village receives \$72 and MCSI receives \$28. | | | |



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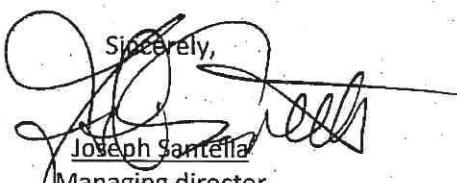
February 3, 2020

Village of Willowbrook
Village Clerk
835 Midway Drive
Willowbrook, IL 60527

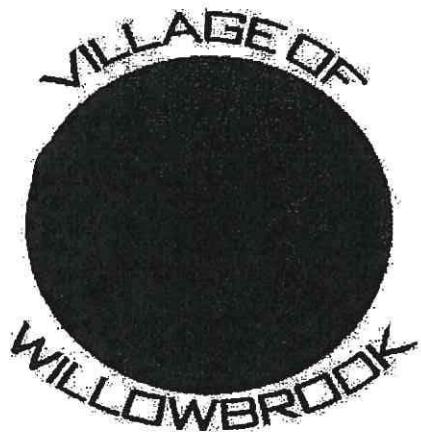
Sonnenschein Financial Services Inc. was established in 2002 and specializes in the Consumer Credit Industry focusing on the individual needs of municipality's and increasing their cash flow while recognizing that the good will of its citizens is of paramount importance. Our dedication to client satisfaction is the cornerstone of our services. We work closely with each client and offer our expertise in improving their collection recovery strategy. Our on-going investment in scalable collection services technology ensures our ability to serve our clients by tailoring our services to meet their needs.

Sonnenschein Financial Services Inc. accepts the Scope of Services outlined in your RFP as summarized below:

- Importing and managing the red light, parking, compliance ticket and miscellaneous billing database. We have extensive experience in managing these portfolios.
- We send up to 4 delinquency letters, depending upon the individual circumstances of the account. We also have various situational letters that we can use as well specialized letters dependent upon the circumstances.
- Our staff responds to all incoming calls, correspondence and disputes. Our automated system prompts our staff to follow-up on payment plans, promises, ticket copy requests, and disputes on the respective due dates.
- We have several on-line resources to obtain phone numbers. We also utilize an auto-dialer to place calls to land lines and all calls to cell phones are manually initiated by our staff to maintain full compliance with the Telephone Collection Protection Act.
- We utilize third party sources to obtain skip-tracing leads and all skip tracing is performed in-house and is included in our pricing proposal.

Sincerely,

Joseph Santella
Managing director
jsantella@sonnenscheinfincial.com
p: 630-396-2820
f: 630-396-2810

**REQUEST FOR PROPOSAL FOR DEBT
SERVICE COLLECTION SERVICES FOR
THE VILLAGE OF WILLOWBROOK**



INDEX:

| | |
|-------------|---|
| Section I | Request for Proposal |
| Section II | Specific Conditions and Instructions to this Proposal |
| Section III | General Conditions and Instructions to Proposers |
| Section IV | Debt Collection Services Certification |
| Section V | Instructions and Submissions for Proposals |
| Section VI | Debt Collection Services Agreement |
| Section VII | Company Information and Signature Sheet |

The Village of Willowbrook, DuPage County, Illinois, will receive sealed proposals for debt collection services for the Village of Willowbrook, Illinois. The sealed proposals will be received at the Village Clerk's office, at the Willowbrook Village Hall located at 835 Midway Drive, Willowbrook, IL 60527, until [REDACTED] Proposers shall submit four (4) copies of their proposal. Any proposal unsealed or received after the deadline for submitting proposals will not be accepted.

Proposals must be submitted on the forms provided. Submission of a Proposal shall be conclusive assurance and warranty that the bidder has examined the proposed work and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its Proposal resulting from failure or neglect to conduct an in-depth examination. Sealed envelopes or packages containing a Proposal shall be addressed to the Village Clerk and plainly marked "PROPOSAL FOR DEBT COLLECTION SERVICES FOR THE VILLAGE OF WILLOWBROOK, DuPage County, ILLINOIS" on the outside of the envelope. **FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**

Any questions must be electronically e-mailed to Brian Pabst, Village Administrator at (bpabst@willowbrook.il.us). The written questions, along with the Village's responses, shall be circulated to all known prospective bidders without identifying the party submitting the questions. The cut-off for receipt of [REDACTED] in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be electronically mailed to all known prospective bidders [REDACTED]. Addenda, if any, will be posted on the Village of Willowbrook website (www.willowbrookil.org).

Receipt of any addenda must be acknowledged in writing as part of the bidder's Proposal. Bidders shall be responsible for ensuring that they have received any and all addenda. The Village of Willowbrook shall not assume responsibility for the receipt by the bidder of any addenda.

No Proposal shall be withdrawn after submission of the Proposal without the consent of the Village Administrator of the Village of Willowbrook for a period of ninety (90) days after the scheduled deadline for submission of Proposals.

The Village of Willowbrook will review all Proposals received and reserves the right to reject any or all Proposals, to waive technicalities, and to accept the Proposal as the Willowbrook Village Board of Trustees determines, in its sole discretion, to be in the best interest of the Village of Willowbrook.

RFP packets are available at the Village Clerk's Office, Village Hall, 835 Midway Drive, Willowbrook, IL 60527 and at the Village of Willowbrook website: <https://www.willowbrookil.org>

The Village of Willowbrook is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Village of Willowbrook, or any other means of delivery employed by the bidder. Similarly, the Village of Willowbrook is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

A. SCOPE:

The Village of Willowbrook is soliciting proposals from qualified professional firms specializing in the aforementioned professional 3rd party collections. Services may include the following: importing and managing the red light, parking, compliance ticket and miscellaneous billing database; sending up to 4 delinquency letters per account; reporting non-payers to the credit bureau per Federal law e.g. [REDACTED], and responding to disputes; responding to incoming calls and correspondence; following up on promises-to-pay, payment plans, ticket copy requests; obtaining phone numbers through various sources; use of auto-dialer for lawfully permitted calls; lawfully permitted manual calls to cell phones; and skip-tracing through third-party services.

B. PROPOSAL REQUIREMENTS:

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer must e-mail Brian Pabst - Village Administrator (BPabst@Willowbrook.il.us) no later than **2:00 p.m. on January 30, 2020.**
2. Proposers are expected to be informed as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a firm implies the firm's acceptance of the terms and conditions herein, unless otherwise stated.
3. The Proposer is responsible for all costs related to the preparation of this proposal.
4. The format of the firm's proposal must be consistent with the format of the specifications listed.
5. Proposed pricing shall be firm from the beginning date of the signed Contract.
6. All prices shall include all charges that may be imposed in fulfilling the terms and conditions of the Contract.
7. The Village of Willowbrook is in no way restricted from using the services of another firm if the services offered in the RFP are found unsatisfactory and do not meet the standards in Scope A above.
8. Proposals must be summarized in letter form on the firm's letterhead stationery. The letter must be signed by an officer of the firm or a designated agent empowered to bind the firm in the Contract offer. Acceptance or exception to our terms must be noted in the letter.
9. A complete description and specifications of the services required are in Scope A above.
10. References from the **last three companies or agencies that have utilized services from your company.** The company's name and address, a contact name, title and phone number must be included with the reference information (Section VI 5).
11. A completed and signed Company Information and Signature Sheet (Section VI).

NOTE: Proposers need to submit the required information listed in this Request for Proposal. The Village of Willowbrook reserves the right to reject proposals that the Village of Willowbrook considers incomplete due to the omission of the required information.

C. GENERAL REQUIREMENTS:

1. Professional experience shall meet or exceed existing industry standards.
2. If the procedures referred to in Scope A are found to be faulty in any way, the company or firm, upon notification and at his/her expense, shall rectify and redo what was not done, or done incorrectly (within four (4) business days) to the complete satisfaction of the Village of Willowbrook.
3. Failure of the company or firm to provide services within the time specified, unless extended in writing by the Village of Willowbrook, or failure to redo services that were done incorrectly or not done at all when so directed by the Village of Willowbrook shall constitute a Contract default. When such default occurs, the Village of Willowbrook reserves the right to cancel or adjust the Contract; whichever is in the best interest of the Village of Willowbrook. In either event, the Village of Willowbrook may purchase in the open market services of comparable worth to replace the services not done correctly or not done at all. On all such purchases, the vendor shall reimburse the Village of Willowbrook, within reasonable time specified by the Village of Willowbrook for any expense incurred. The Village of Willowbrook reserves the right to not accept services which do not meet the specifications, or are substandard in quality, subject to a reduction in price to be determined by the Village of Willowbrook.
4. Must demonstrate extensive experience with interacting effectively with red light camera vendors as well as local municipality law enforcement and administration.

D. CONTRACT AWARD:

1. The Vendor's proposal must be complete to be considered for award.
2. The Village of Willowbrook reserves the right to qualify, accept or reject any or all vendors and accept any proposal deemed to be in the best interest of the Village of Willowbrook. The Village of Willowbrook reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the Village of Willowbrook. The Village of Willowbrook reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to services available, hours of services available, references, and special pricing. **The Village of Willowbrook reserves the right not to accept the lowest proposer.**
4. Award, if made, shall be in the form of a Contract.
5. All aspects of the RFP shall be understood as a form of a signed Contract.

E. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the Village of Willowbrook's requirements and terms and conditions, pricing, and overall responsiveness

to the Request for Proposal. Village of Willowbrook representatives may conduct discussions with any respondent who submits an acceptable or potentially acceptable proposal. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Village of Willowbrook representatives reserve the right to request the respondent to provide additional information during this process.

GENERAL RULES AND CONDITIONS FOR PROPOSALS

The general rules and conditions that follow apply to all proposals issued by the Village of Willowbrook, unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the Village of Willowbrook and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement, contract, or purchase order between the Proposer and the Village of Willowbrook.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proposal. The proposal shall clearly state the legal name, address, email, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to proposal.
2. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or emailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope clearly marked on the front with proposal name and due date, and unless otherwise specified, addressed to:

Village Clerk
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

3. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the Village Clerk on or before the local time and date specified. The Village of Willowbrook shall not be responsible for, and may not consider, any late proposal, amendment thereto, and request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

4. **PROPOSALS BINDING 120 DAYS.** Unless otherwise specified, all formal proposals submitted shall be binding for one hundred twenty (120) days following proposal date, unless the Proposer, at the Village of Willowbrook's request, agrees in writing to an extension.
5. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the Village of Willowbrook, State of Illinois, or the Federal Government upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the Village of Willowbrook may be grounds for rejection. The Proposer must have not been suspended or debarred from doing business with the state and/or federal government. The Proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents. Such evidence shall be presented within a specified time and to the satisfaction of the Village of Willowbrook. The Proposer shall also disclose any past, current or pending lawsuits going back to 2010.
6. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

B. INSURANCE

1. **INSURANCE REQUIREMENTS.** The successful Proposer shall provide insurance as follows:
 - a. **Certificate of Insurance; Cancellation or Modification**
 - (1) Before commencing work, the Proposer shall submit to the Village of Willowbrook for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period. The Village must be listed on the Certificate of Insurance as an additional insured.
 - (2) The Proposer shall notify the Village of Willowbrook in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies and the Village reserves the right to terminate the contract.
 - (3) Cancellation or modification of said policy or policies shall be considered just cause for the Village of Willowbrook to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.
 - b. **Minimum Coverage**

Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

| <u>Type of Coverage</u> | <u>Each</u> | <u>Occurrence</u> |
|---|-------------|---------------------------------|
| <u>Aggregate</u> | | |
| i. Comprehensive General Liability | | |
| (1) Bodily Injury & Property Damage | \$1,000,000 | |
| \$2,000,000 | | |
| ii. Automobile Liability | | Combined <u>Single Limit</u> |
| (1) Bodily Injury & Property Damage | \$1,000,000 | |
| c. Worker's Compensation Insurance as required by Illinois state law. | | |

The Village of Willowbrook requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.

d. Hold Harmless: Endorsement Required

- (1) The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the Village of Willowbrook and its officers, employees, and agents from any and all liability loss, cost, damage and expense (including reasonable attorney's fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer's operations under this document.
- (2) Proposer is not, and shall not, be deemed to be an agent or employee of the Village of Willowbrook.
- (3) Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third-party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Any mention made herein of a service to be provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.
2. **PROPOSED ALTERNATE.** All items are to be identified in the proposal. It is understood that the proposer proposes to furnish the service so identified by the Village of Willowbrook unless the proposer specifically proposes an alternate. In proposing on a proposed alternate, the proposer shall clearly state on his/her proposal exactly what he/she proposes to furnish, and forward with his/her proposal, a complete description of the proposed alternate. Proposer shall include a statement setting forth any changes in work which would be required by

incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the proposer.

The Village of Willowbrook's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made within an addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Addendums shall be issued by the Village of Willowbrook within a reasonable time prior to the proposal date.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The Village of Willowbrook reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request re-submission. The Village of Willowbrook also reserves the right to reject a proposal from a Proposer who investigation shows is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The Village of Willowbrook desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the Village of Willowbrook that is fair and reasonable. The Village of Willowbrook may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the Village of Willowbrook will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected subject to state law. Criteria for selection will include but not be limited to:
 - Ability to provide the type and quality of service that best meets the needs of the Village of Willowbrook.
 - Organization, size, management and structure of the firm to provide service.
 - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
 - Satisfactory reference checks of clients on similar projects.
 - Previous and existing compliance with laws and ordinances relating to contracts with the Village and to the Proposer's employment practices.
 - Whether the Proposer is in arrears, in debt on a contract or is a defaulter on a surety or other agreement with the Village, State or Federal Government.
 - If a reasonable doubt arises as to Proposer's solvency, the Village reserves the right to require financial information sufficient to show solvency.
 - **Cost estimate; the Village is not required to accept the proposal with the lowest cost estimate.**

Once the Village has reached an agreement with the Proposer, a contract will be issued to the awardee. The contract will define the conditions between the Village of Willowbrook and the vendor selected to receive the award.

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$400.00, four hundred dollars.)
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the Village of Willowbrook may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required product to best serve the needs of the Village of Willowbrook. Formal presentations will be scored and evaluated by the Village Administrator, Finance Director and staff who will make a recommendation to the Village Board for final approval. Nothing in the proposal can obligate the Village of Willowbrook to enter into a contract.
6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the Village of Willowbrook. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. **CONTRACT AWARD.** Upon the Village of Willowbrook's selection, between the Village of Willowbrook and Proposer on the work to be performed, a written award in the form of a purchase order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the Village of Willowbrook; or if the Proposer's contract document is used, the Village of Willowbrook reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the Village of Willowbrook.
2. **INSURANCE.** Current Certificate of Insurance naming the Village of Willowbrook as the additional insured in the amounts specified shall be on file with the Village of Willowbrook before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The Village of Willowbrook's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variations in the terms of a contract shall be valid or binding upon the Village of Willowbrook unless authorized in writing by both parties.

5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Village of Willowbrook, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and accepted by the Village proposal until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the Village of Willowbrook and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the Village of Willowbrook.
 - b. Terminated due to default, as described below, or for no reason at all, as long as the Village of Willowbrook gives a written 30-day notice.
7. **DEFAULT.** The Contract may be cancelled or annulled by the Village of Willowbrook in whole or in part by written notice of default to the proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The Village reserves the right to grant firm a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, the Village of Willowbrook reserves the right, but is not obligated to, extend the cure period, or the Village of Willowbrook may deem the contract terminated without further notice. Lack of knowledge by the firm will in no way be cause for relief from responsibility.
8. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the Village of Willowbrook and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not and shall not be deemed to be, an agent or employee of the Village of Willowbrook, but shall be deemed an Independent Contractor.

Proposer further agrees to:

- a. Hold the Village of Willowbrook, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by the Village of Willowbrook, county, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the Village of Willowbrook, State of Illinois and the Federal Government including the Prevailing Wage Act.

NON DISCRIMINATION. Proposer agrees to the following:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this Contract or any portion of this Contract, he or she will determine the availability in accordance with the Illinois Department of Human Rights Rules and Regulations (Department) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in his or her efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.
- 5) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the Finance Director. Payment of balances shall be made only after approval and final acceptance by the Village of Willowbrook.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within forty-five (45) calendar days from receipt of monthly itemized invoice. Before the Village of Willowbrook will pay any invoice, the invoice must include a detailed listing of all accounts collected (first and last name along with citation number), collection date, amount collected, and collection fee amount. Monthly invoices are to be submitted via email to bpabst@Willowbrook.il.us
3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a filing of claims.
4. **TAXES.** The Village of Willowbrook is exempt from all Federal, State of Illinois and other State Taxes on the purchase of commodities and services used by the Village of Willowbrook within the State of Illinois. The Finance Department shall provide a tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are used within another state and are applicable and subject to payment.

Firms, contractors, and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

DEBT COLLECTION SERVICES CONTRACT

The assurances hereinafter made by the Debt Collection Services Agency (the "Agency") are each a material representation of fact upon which reliance is placed by the Village of Willowbrook in entering into the Contract with the Agency. The Village of Willowbrook may terminate the Contract if it is later determined that the Agency rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the Contract.

I, Walter T. Kosch, hereby certify that I am the Secretary of
(*Name of Owner or Officer*) Sonnenschein Financial Services, Inc. (*Title or Office*)
and as such, hereby represent and warrant to the Village of Willowbrook, (*Name of Agency*) a municipal corporation that the Agency and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Agency hereby represents and warrants to the Village of Willowbrook, as a condition of any agreement with the Village of Willowbrook, that the Agency is under no legal prohibition on contracting with the Village of Willowbrook, has no known conflicts of interest and further specifically certifies that:

1. The Agency is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Agency maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Agency's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;

Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Agency's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of any interest in the Agency; or, if the Agency's stock is traded on a nationally recognized securities market, that no Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of more than one percent (1%) of the Agency, but if any Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of less than one percent (1%) of the Agency, the Agency has disclosed to the Village of Willowbrook in writing the name(s) of the holder of such interest.

4. No officer or employee of Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Agency in violation of Title 1, Chapter 13, Section 1-13-3 of the Village of Willowbrook Code of Ordinances.

5. The Agency has not given to any officer or employee of Village of Willowbrook any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Title 1, Chapter 13, Section 1-13-3 of the Village of Willowbrook Code of Ordinances.

6. Neither the Agency nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Agency changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Agency shall so notify the Village of Willowbrook in writing within seven (7) days.

Dated: February 4, 2020

Agency:

Sonnenschein Financial Services

By:

Veronica Kosch

Veronica Kosch, President

(Name of Owner or Officer)

(Title or Office)

STATE OF ILLINOIS

)

COUNTY OF Cook

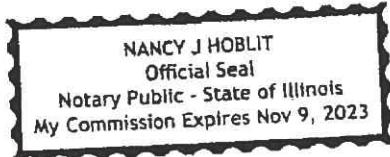
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ss.
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I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Veronica Kosch known to me to be the President of
(Name of Owner or Officer) President (Title or Office)
Southern Financial Services, appeared before me this day in person and, being first
(Name of Agency) duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: February 4, 2020

M. Hoblit
Notary Public



INSTRUCTIONS FOR PROPOSAL SUBMISSION AND REQUIREMENTS

1. **Preparation of Proposals.** Proposers shall follow all instructions contained in this "Instructions for Submission of Proposals" and included in the Notice and Request for Proposals and the Proposal form. Proposers shall submit their Proposal in the manner required by the Notice and Request for Proposals. All prices shall be given in figures. Separate prices shall be entered for all pricing items indicated in the Proposal form. All writing shall be in a permanent, non-erasable form, except the signature of the Proposer, which shall be written in permanent, non-erasable ink. Proposers shall provide a detailed written proposal on the form provided by the Village that addresses each request listed in the Proposal. In responding to a particular request, additional pages may be attached or incorporated by reference. All questions and requests for information in the request for proposals shall be answered. All specifications using the words "shall," "must," etc., are mandatory requirements. The failure to comply with these mandatory requirements must be specifically noted as exceptions. The Proposer shall identify any exceptions, referenced to the paragraph number, in a sub-section titled "Exceptions." The Proposer shall submit four (4) printed copies of its response and one electronic copy in Adobe Acrobat (.pdf) format. Tables and schedules may be submitted in Microsoft Excel format. Proposers, before submitting their Proposal, shall carefully examine the provisions of the Contract, investigate and become familiar with all the requirements affecting the Contract and become fully acquainted with the detailed requirements of the project.
2. **Certifications.** Each Proposal shall be accompanied by a Certification in the form provided by the Village of Willowbrook with the Proposal form package. The Proposer shall certify the following:
 - a) **Illinois Taxes**

The Proposer shall certify that if it is a partnership, that it is not, and its general partners are not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b) **Bid Rigging**

The Proposer shall certify that, if it is a partnership, that it has not, and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961;
 - c) **Educational Loan**

The Proposer shall certify that if it is an individual, that it is not, if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS

385/2, on an educational loan, as defined in 5 ILCS 385/1;

d) **Drug-free Workplace**

The Proposer shall certify that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Proposer's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (B) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Proposer's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations;
- (C) Making it a requirement to give a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
- (D) Notifying the Village within ten (10) days after receiving notice under subparagraph (A)(3)b from an employee or otherwise receiving actual notice of such conviction;
- (E) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

e) **Equal Employment Opportunity**

The Proposer shall certify that the Proposer provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

f) **Human Rights Number**

The Proposer shall certify that at the time the Proposer submitted its Proposal for this Contract, the Proposer had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

g) **Prohibited Interest in Contract**

The Proposer shall certify that:

- (A) No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Proposer, or
- (B) If the Proposer's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Proposer, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Proposer, the Proposer has disclosed to the Village in writing the name(s) of the holder of such interest.

h) **Gift Ban**

- (A) The Proposer shall certify that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor violation of any ordinance adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act (Title 1, Chapter 13, Section 1-13-3 of the Village of Willowbrook Code of Ordinances).
- (B) The Proposer shall certify that it has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor violation of any ordinance adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act (Title 1, Chapter 13, Section 1-13-3 of the Village of Willowbrook Code of Ordinances).

i) **Presidential Executive Order 13224**

The Proposer shall certify that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Proposer and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

3. **Delivery of Proposals.** Proposals shall be sealed and submitted in the manner specified or allowed by the Notice and Request for Proposals. When sent by mail, the sealed Proposal shall be addressed to the Village of Willowbrook at 835 Midway Drive, Willowbrook, Illinois 60527, and in care of the Village Clerk. All Proposals shall be delivered and received by the Village of Willowbrook prior to the time and at the place specified in the Notice and Request for Proposals. The date and time of receipt will be recorded. Proposals will remain sealed and will be stored in a secure place until the date and time established for Proposal opening. Proposals received after the time specified will be returned to the Proposer unopened.
4. **Change or Withdrawal of Proposals.** A Proposer may change or withdraw a Proposal if written or in-person notice of the change or withdrawal is received by the Village Clerk before the time specified for submission of Proposals. No change or withdrawal is allowed after Proposal opening except as provided in Section 7 below. Changes must be initialed in ink by the Proposer.
5. **Opening of Proposals.** After the deadline for submission of Proposals specified in the Notice and Request for Proposals, the Proposals will be opened by the Village Clerk, tabulated and forwarded to the Board of Trustees for consideration.
6. **Consideration of Proposals.**
 - a) After the Proposals are opened and recorded, the Proposals will be reviewed for responsiveness to the Request for Proposals and conformity with all requirements prescribed in these Instructions for Proposers. If unit prices are required, the Proposals will be compared on the basis of the summation of the products of the quantities shown in the Proposal schedule by the unit Proposal prices.
 - b) The right is reserved by the Village of Willowbrook to reject any or all Proposals, to waive minor informalities or technicalities, to advertise for new Proposals, or to request confirmation or clarification from any Proposer regarding information contained in a Proposal.
 - c) Reasons for rejection of all Proposals include, but are not limited to:
 - 1) The object of the Contract's being procured is no longer required;
 - 2) The Contract provisions require amendment;
 - 3) The solicitation did not provide for consideration of all factors of significance to the Village of Willowbrook;
 - 4) The Proposal prices exceed available funds or the Proposal prices exceed the anticipated estimate of costs to the extent that, in the judgment of the Village Administrator, prices are unreasonable;
 - 5) Evidence of collusion among Proposers;
 - 6) Actions or events beyond the control of the Village of Willowbrook, such as strikes, acts of God, material shortages, acts of the public enemy or litigation, would have an adverse effect on the completion of the anticipated Contract.
 - d) Reasons for rejection of any individual Proposals include, but are not limited to:
 - 1) More than one Proposal for the same Contract item from a Proposer under the same or different names;
 - 2) Evidence of collusion among Proposers;

- 3) Unbalanced Proposals in which the Proposal prices for some items are, in the judgment of the Village Administrator, out of proportion to the Proposal prices for other items;
- 4) If the Proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items;
- 5) If the Proposal form is other than that furnished or authorized by the Village of Willowbrook, or if the form is altered or any part thereof is detached;
- 6) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate Proposals or irregularities of any kind that may tend, in the judgment of the Village of Willowbrook, to make the Proposal incomplete, indefinite or ambiguous as to its meaning;
- 7) If the Proposer adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award;
- 8) If the Proposal is prepared in any manner other than as indicated in these Instructions for Proposers or the Request for Proposals making the Proposal not responsive;
- 9) If the Proposer:
 - (i) Violated a material term of a prior contract with the Village;
 - (ii) Committed an act or omission which negatively reflects on the Proposer's quality, fitness or capability to perform a contract with the Village, any other public entity, or engaged in a pattern or practice which negatively reflects on same;
 - (iii) Committed an act or omission which indicates a lack of business integrity or business honesty;
 - (iv) Made or submitted a false claim against the Village or any other public entity;
 - (v) Provided false information to the Village;
 - (vi) Been suspended pursuant to Sections 20-75 and 50-65 of the Illinois Procurement Code (30 ILCS 500/20-75 and 50-65) by a State of Illinois agency;
 - (vii) Been suspended or debarred by the United States through a federal agency;
 - (viii) Been suspended by the Illinois Department of Labor pursuant to Section 11a of the Prevailing Wage Act (820 ILCS 130/11a);
 - (ix) Been suspended or debarred because of bid rigging or bid rotating convictions pursuant to the provisions of Article 33E of the Criminal Code of 1961 (720 ILCS 5/Art. 33E);
 - (x) Been suspended or debarred pursuant to the provisions of the Illinois Procurement Code (30 ILCS 500);
 - (xi) Been suspended or debarred pursuant to the operation of Section 6 of the Drug Free Workplace Act (30 ILCS 580/6);

- (xii) Been debarred by operation of the Educational Loan Default Act (5 ILCS 385);
- (xii) Been suspended or debarred by operation of Section 25 of the Procurement of Domestic Products Act (30 ILCS 517/25);
- (xiii) Has filed for protection from creditors pursuant to the bankruptcy laws of the United States;
- (xiv) Has a performance evaluation determined by the Village to be unsatisfactory;
- (xv) Has failed to execute a contract after award or has caused the re-advertisement of a project through mistakes or neglect in the bidding procedures;
- (xvi) Has defaulted or otherwise substantially breached its obligations on previously awarded contracts or contracts approved for award by the Village;
- (xvii) Has failed to submit final documentation on any open contract or to pay, or satisfactorily settle, all bills due for labor and material on previously awarded contracts;
- (xvi) Has been convicted for the violation of any state or federal law having relevance to the integrity and reliability of the Proposer;
- (xv) Is determined to be unavailable due to the uncompleted amount of work awarded or pending award by others; or
- (xvi) Is determined to be not responsible based upon information supplied by the Proposer or otherwise discovered by the Village of Willowbrook.

7. **Mistakes**

- a) If a Proposer claims a mistake in its Proposal, the Proposal may be withdrawn in accordance with this section without payment of damages to the Village of Willowbrook, provided the Proposer claiming the mistake demonstrates to the Village of Willowbrook with competent and reliable evidence:
 - 1) That the claimed mistake is related to a material feature of the contract;
 - 2) That the mistake would have serious, material consequences to the Proposer such that enforcement of a contract would be unconscionable;
 - 3) That the mistake occurred notwithstanding the exercise of reasonable care by the Proposer; and
- b) The Village of Willowbrook reserves the right to correct obvious, apparent errors in Proposals. A Proposal may not be withdrawn if a mistake is apparent and the intended correct Proposal is clearly evident on the face of the Proposal. Examples of mistakes that may be clearly evident on the face of the Proposal include, but are not limited to, typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.
- c) Mistakes claimed after execution of the contract will not be corrected.

8. Award after Proposal Evaluation

- a) Unless all Proposals are rejected, an award notification will be made to the Proposer whose Proposal is responsive to and conforms to the requirements and criteria of the Request and which the Village of Willowbrook Board of Trustees determines, in its sole discretion, to be in the best interest of the Village of Willowbrook. Discussions and negotiations may be conducted with the Proposer selected by the Village prior to an award notification. All responsibility, responsiveness, and price factors are considered so as to select the Proposal deemed most advantageous to the Village of Willowbrook.
- b) Responsibility of Proposers will be determined based upon the following factors unless some other or additional factors or prequalification procedures are stated in the Request for Proposals:
 - 1) The Proposer shall possess the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations;
 - 2) The Proposer shall have a satisfactory record of performance as determined by the Village of Willowbrook, including, but not limited to, a sound record of integrity and business ethics;
 - 3) The Proposer shall be under no legal disability of any kind to contract with the Village of Willowbrook;
 - 4) The Proposer shall have submitted all information requested by the Request for Proposals concerning responsibility.

9. Time for Award. Unless the Request for Proposals specifies a different time for Proposal acceptance, a notification of award will be made in writing dated within forty-five (45) calendar days after the opening of Proposals.

10. Delay in Award. Should circumstances be encountered after the Proposal opening that may delay the award beyond the 45-day or other advertised period, the responsive Proposers may be requested to extend the Proposal acceptance period.

11. Binding Contract

- a) Once an award has been made, the Proposer is bound to perform according to the terms and conditions of the Contract, the Notice and Request for Proposals and these Instructions.
- b) An approved Contract executed by the Village of Willowbrook is required before the Village of Willowbrook is bound. An award may be canceled any time by the Village of Willowbrook prior to execution in order to protect the public interest and integrity of the Proposal process or for any other reason if, in the judgment of the Village of Willowbrook, the best interests of the Village of Willowbrook will be promoted.

12. Execution of Contract. The Contract shall be executed by the successful Proposer and returned within fifteen (15) days after the Contract has been mailed to the Proposer. Failure of the successful Proposer to execute the Contract within fifteen (15) days after the Contract has been mailed to the Proposer is cause for the cancellation of the award. If the Contract is not executed by the Village of Willowbrook within forty-five (35) days following receipt from the Proposer of the properly executed Contract and bond, the Proposer shall have the right to withdraw the Proposal without penalty.



NOTICE AND REQUEST FOR PROPOSALS AGREEMENT

RETURN TO: Village Clerk
Village of Willowbrook
835 Midway Drive,
Willowbrook, Illinois 60107

1. **Submission of Proposal.** In conformity with the Notice and Request for Proposals and the Instructions for Submittal of Proposals, the Agency, having examined the Proposal and the Debt Collection Services Agreement (the "Agreement") to be executed, submits the following proposal of

Sonnenschein Financial Services, Inc.

(Agency's Name)

for the debt collection services for the Village of Willowbrook, Illinois, for the Village of Willowbrook to be performed in strict compliance with the Notice and Request for Proposals, the Instructions for Submittal of Proposals and the Agreement which are essential documents of and to which the Agency accepts as part of the Agreement.

2. **Examinations.** The Agency has, before submitting this Proposal, carefully examined the provisions of the Agreement, investigated and become familiar with all the requirements affecting the Agreement and is fully acquainted with the detailed requirements of the project. By submitting this Proposal, the Agency conclusively assures and warrants to the Village of Willowbrook that the Agency has made these examinations and that the Agency understands all requirements for the performance of the services. If the Agency's proposal is accepted, the Agency shall be responsible for all errors in the Proposal resulting from the Agency's failure or neglect to comply with the Instructions for Submittal of Proposals. In no case shall the Village of Willowbrook be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the Agency to make these examinations.
3. **Qualifications.** Submit a summary of the Agency's experience, background and qualifications to perform the debt collection services. Submit the resumes of personnel expected to be assigned to the Village including the name(s) of the person in charge and any consultants.

Please provide the Agency's website address: www.sonnenscheinfiscal.com.

Has the Agency been a party to any lawsuit related to its collection practices? If so, please list all litigation of which the Agency has been a party related to its collection practices in the last ten (10) years and describe the result or current status of the litigation.

No

Has the Agency been named in any complaint to the Illinois Department of Financial and Professional Regulation or to any federal agency under the Fair Debt Collection Practices Act (15 U.S.C. 1692 *et seq.*) related to its collection practices? If so, please list all complaints of which the Agency has been named related to its collection practices in the last ten (10) years and describe the result or current status of the complaint.

See Attached

Attach a copy of the Agency's current license as a collection agency issued by the Division of Regulation of the Illinois Department of Financial and Professional Regulation.

See Attached

4. **Debt Collection Practices.**

General Account Processing/Handling

1. Describe the Agency's standard collection process and the time frames allocated to each step of the process.

See Attached

2. Describe any operational procedures which the Agency has in place to handle customer service and complaints.

See Attached

3. How often does a collector review each account?

See Attached

4. What is the collector to supervisor ratio?

See Attached

5. Does the Agency use form collection letters? (Please attached samples of all letters generated to debtors.)

See Attached

6. What is the process and schedule for monitoring accounts by supervisors?

See Attached

7. Describe the Agency's dispute resolution process.

See Attached

Skip Tracing

1. Does the Agency skip-trace accounts in-house?

Yes

2. Describe the systems the Agency utilizes for skip-tracing an account.

Interactive Data IDI Core

3. Does the Agency charge an extra fee for skip-tracing an account?

No



Credit Bureau Reporting

1. Does the Agency report (adverse) bad debt account information to the credit reporting agencies? If so, to which credit reporting agencies are reports made?

See Attached

2. Does the Agency obtain client approval prior to credit reporting an account?

See Attached

Payments Processing/Handling

1. Describe how payments are processed.

See Attached

2. Describe the Agency's financial check and balance system.

See Attached

3. Does the Agency accept electronic check and credit card (Visa, MasterCard, American Express, Discover) payments by telephone and through its website?

See Attached

4. Describe the Agency's policy on accepting post-dated checks.

See attached

5. Describe how the Agency handles checks returned for insufficient funds (NSF) and disclose whether the Agency's client is charged for collection of the amount of the NSF check.

See Attached

Reporting Systems

1. Please describe the standard statistical and financial reports that the Agency provides to its clients. Please attach samples of reports generated for clients.

See Attached

2. When does the Agency generate reports (weekly, bi-monthly, monthly)?

See Attached

3. Can the Agency generate specialized reports for municipal requirements?

See Attached

4. How often are payments submitted to the Village?

See Attached

5. Are monthly payment remittances paid to the Village on a net or gross basis to the client?

Net

5. **Experience.** Submit a list of the last four (4) or more units of government for which the Agency has provided debt collections services and describe the debt collection services provided.

Unit of Government: City Of Berwyn

Address, City, State, Zip: 6700 W. 26th St Berwyn, IL 60401

Description of Services Provided: Red light, parking and compliance violations

Contact Person: Ben Daish

Telephone Number: 708-749-6539

Electronic Mail Address: bdaish@ci.berwyn.il.us

Unit of Government: City Of Oakbrook Terrace

Address, City, State, Zip: 17 W 275 Butterfield Rd Oakbrook Terrace, IL 60181

Description of Services Provided: Red light, parking false alarm, compliance and towing violations

Contact Person: Amy Marrero

Telephone Number: 630-279-0346

Electronic Mail Address: amarrero@oakbrookterrace.net

Unit of Government: Village Of Bannockburn

Address, City, State, Zip: 2275 Telegraph Rd Bannockburn, IL 60015

Description of Services Provided: Parking violations

Contact Person: Stephanie Hannon

Telephone Number: 847-945-6080

Electronic Mail Address: shannon@villageofbannockburn.org

(Please attach additional sheets if necessary.)

6. **Agency's Certification.** An executed Agency's Certification on the form provided herein accompanies this Proposal.

7. **The Debt Collection Services.** The Agency shall propose, at its own proper cost and expense, to perform the following services:

7.1. Receive from the Village records relating to certain uncollected debts owed to the Village including but not limited to debts arising from invoices for utility services, ambulance fees, license fees, fines, penalties and interest for municipal code violations (motor vehicles compliance violations, parking violations, automated traffic law enforcement

violations, motor vehicle impoundment violations, building code and other miscellaneous ordinance violations) and returned checks (hereinafter referred to as "Uncollected Debts").

7.2. Review, analyze and evaluate the Uncollected Debts and determine the appropriate lawful means and methods to collect the Uncollected Debts.

7.3. Use diligence and the Agency's best efforts to collect the Uncollected Debts in accordance with all applicable federal, state and local laws. Unless authorized to do so in writing from the Village Administrator, the Agency shall not report or submit an Uncollected Debt to a credit reporting agency, including but not limited to, Equifax, Experian and Trans Union.

7.4. Advise the Village of Uncollected Debts of which the Agency recommends legal proceedings be instituted, the collection efforts undertaken by the Agency to collect the Uncollected Debt and the success or lack of the collection efforts prior to recommending that legal proceedings be instituted to collect the Uncollected Debt.

7.5. Receive written approval of the Village to institute legal proceedings to collect an Uncollected Debt not less than five (5) business days prior to instituting legal proceedings to collect an Uncollected Debt.

7.6. Prior to commencing legal proceedings to collect any Uncollected Debt, comply with the notice requirements of Section 8a-1 of the Illinois Collection Agency Act (225 ILCS 425/8a-1).

7.7. The Agency shall, if its employees are licensed to practice law in the jurisdiction where the legal proceedings are to be instituted, at its sole cost and expense subject to Section 1.12, institute legal proceedings to collect any Uncollected Debt for which written approval has been received from the Village and enforce judgments obtained in legal proceedings to collect any Uncollected Debt. The Agency shall, if its employees are not licensed to practice law in the jurisdiction where the legal proceedings are to be instituted, at its sole cost and expense subject to Section 1.12, retain and direct an attorney licensed to practice law in the jurisdiction where the legal proceedings are to be instituted to institute legal proceedings to collect any Uncollected Debt for which written approval has been received from the Village and enforce judgments obtained in legal proceedings to collect any Uncollected Debt.

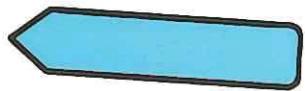
7.8. Within five (5) business days after receipt by the Agency of funds collected on an Uncollected Debt, deposit the amount collected in a separate bank interest bearing trust account established at an Illinois bank for that purpose and maintained in compliance with Section 8c of the Illinois Collection Agency Act (225 ILCS 425/8c). Interest earned on the funds deposited in the trust account after the sixtieth (60th) day following deposit shall be paid to the Village.

7.9. On or before the 10th day of the month for any amounts collected by the last day of the preceding month, prepare and deliver to the Village a detailed report of all amounts collected the preceding month. The report shall, at a minimum, contain the debtor's name, account number, amount collected, commissions and/or lawsuit fees retained and the amount remitted.

7.10. On or before the 10th day of the month for any amounts collected by the last day of the preceding month, remit to the Village all amounts collected on the Uncollected Debts less the applicable amount of the Agency's Commission as set forth in Section 9.

7.11. Upon receipt of notice from the Village of payment's being received by the Village directly from or on behalf of a debtor on an Uncollected Debt that has been previously transmitted to the Agency, the Agency may deduct the amount of the payment received by the Village from the amount remitted from the Agency to the Village under Section 7.10 above.

7.12. Upon instituting legal proceedings, if the Agency incurs a circuit court clerk's filing fee, the cost of service of summons and/or statutory witness fees, the Agency may deduct the amount of the circuit court clerk's filing fee, the cost of service of summons and/or statutory witness fees incurred from the payment amount remitted from the Agency to the Village under Section 7.10 above. Should the Agency subsequently recover the cost of service of summons and/or statutory witness fees in the legal proceedings, the Agency may add the amount of the circuit court clerk's filing fee, the cost of service of summons and/or statutory witness fees recovered to the payment amount remitted from the Agency to the Village under Section 7.10



7.13. Upon receipt of information that a debtor has filed for protection under the laws of bankruptcy or receivership, the Agency shall immediately cease all efforts to collect on the debt. Consistent with the investigation identified below, the Agency shall close its account on the debt and return it to the Village within three (3) business days of confirming the debtor's bankruptcy filing.

7.13.1. If notice of a bankruptcy filing is provided verbally by a debtor or a third party, the Agency shall attempt to obtain information regarding the jurisdiction in which the case has been filed and the case number assigned to the debtor. If the bankruptcy information cannot be provided, the Agency shall request the name and telephone number of the debtor's attorney and shall request from the attorney a copy of the filed Voluntary Petition or the § 341 Notice. The Agency shall promptly transmit to the Village all relevant information regarding the debtor's bankruptcy.

7.13.2. If the Agency receives written notice of a debtor's bankruptcy, the Agency shall promptly transmit such notice to the Village.

7.14. Forward to the Village a copy of any written complaint received by the Agency from a debtor in regard to the Agency's handling of an Uncollected Debt as well as the response made or action taken by the Agency.

7.15. Not less often than annually, review, analyze and evaluate the Uncollected Debts, the collection efforts undertaken by the Agency to collect the Uncollected Debt, and the success or lack of the collection efforts and determine those Uncollected Debts that are uncollectible. The Agency shall return to the Village those Uncollected Debts that are determined to be uncollectible.

8. **Insurance.** The Agency's insurance requirements are set forth in the Agreement.

9. **Proposed Compensation.** The Agency proposes the following compensation to perform the services to be performed under the Agreement:

| Description | Commission Percentage |
|---|-----------------------|
| A. Commission on Uncollected Debts for which legal proceedings are not instituted | <u>30 (Thirty) %</u> |
| B. Commission on Uncollected Debts for which legal proceedings are instituted | <u>N/A %</u> |

[The remainder of this page is left blank intentionally.]

10. **Addenda.** The Agency acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

Agency:

If an individual:

Individual's Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Electronic Mail Address: _____

Signature of Bidder: _____

If a partnership:

Partnership's Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Electronic Mail Address: _____

Signature of General Partner: _____

If a corporation:

Sonnenschein Financial Services, Inc.

Corporate Name

Two Trans Am Plaza Dr. Suite 300

Street Address

Oakbrook Terrace IL

60181

City

State

Zip Code

630-396-2820

Telephone Number

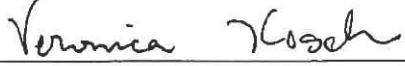
jsantella@sonnenscheinfofinancial.com

Electronic Mail Address:

Veronica Kosch

Name of President

Signature of President:



Walter T. Kosch

Name of Secretary

Attest by Secretary:



COMPANY INFORMATION & SIGNATURE SHEET

Vendors must include with their submitted proposal this completed and signed Company Information & Signature Sheet.

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to supply the services as described in the proposal documents at the prices set forth within.

The undersigned proposer states that his proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the Village of Willowbrook, and the Village 's Request for Proposal shall prevail.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons proposing on the project.

Name of Company:

Sonnenschein Financial Services, Inc.

Authorized Representative:

Joseph J. Santella



Joseph J. Santella
Managing Director

Signature of Representative:

Two Trans Am Plaza Dr, Suite 300

Title of Authorized Representative:

Oakbrook Terrace, IL 60181

Address:

630-396-2820

Village /State/Zip:

630-396-2810

Phone Number:

www.sonnenscheinfinancial.com

Fax Number:

jsantella@sonnenscheinfinancial.com

Website Address:

2/4/2020

E-Mail Address:

Date Signed:

Fair Debt Collection Practices Act

| <u>Complaint Number</u> | <u>Result/Current Status</u> |
|-------------------------|---|
| 190611-4140481 | Closed with explanation and no further action |
| 190319-3921425 | Closed with explanation and no further action |
| 190224-3859335 | Closed with explanation and no further action |
| 180813-3397147 | Closed with explanation and no further action |
| 180830-3441361 | Closed with explanation and no further action |
| 180412-3031723 | Closed with explanation and no further action |
| 180410-3022035 | Closed with explanation and no further action |

We maintain an A+ rating at the Better Business Bureau

3. Qualifications—Submit a summary of the Agency's experience, background, and qualifications.

Sonnenschein Financial Services was established in 2002 and specializes in the Consumer Credit Industry. Our focus is on the individual needs of our client's business. In 2004, Sonnenschein Financial Services acquired Tele-Collection Systems which was founded in 1983 by one of the originators of computerized auto-dialing equipment. Today, this same technology has become the recognized means to cost-effective collections. Our dedication to client satisfaction is the cornerstone of our services. SFS provides clients with the highest standards of quality and service and focuses on the client's bottom line expectations. We work closely with each client and offer our expertise in improving their collection recovery strategy.

Names, titles, and experience of key management personnel

Joseph Santella
Managing Director

Mr. Santella received a Bachelor's degree from DePaul University in 1970. He has been the Managing Director responsible for all operational aspects of the Collection Agency since 2002. Mr. Santella's collection experience encompasses all types of consumer credit & collection activity. He previously held positions as Vice President for Continental Bank, Chemical Bank, and Chase Bank responsible for credit and collection activity.

Christopher Aylward
Assistant Manager

Mr. Aylward received a Bachelor's degree from Monmouth College in Business Administration in 2015.

Sue Jackson
Accounting Manager

Ms. Jackson received a Bachelor's degree from the University of Illinois and has over twenty-five years of experience in Accounting including managing Accounts Receivable

4. Debt Collection Practices

Agency's standard collection practices-- Sonnenschein Financial Services utilizes the COLLECT collection software developed by Comtech Systems Inc. Delinquent accounts can be submitted in an electronic format. We can accept most types of electronic format including Excel, Access, delimited text files, & many other popular database formats. Typically, the time involved in the initial transmission of accounts is the lengthiest due to formatting issues, initial letter generation, and the letter approval process. In most instances, letters will be ready for post within 24-48 hours after account receipt. As required by the Fair Debt Collection Practices Act, the initial letter contains the Validation Of Debt disclosure, which allows the debtor 30 days to dispute the debt. During this 30-day "dispute" period, we run our files through an intensive series of on-line consumer information databases to obtain phone contact information. If the debtor does not respond to the initial letter, we initiate phone contact through our auto-dialer and predictive dialer. If debtor contact is not achieved, a second letter is generated 30-45 days after the "dispute" period ended. We continue to attempt phone contact throughout this period. If the debtor does not respond to our collection attempts, we notify the credit bureau of the indebtedness and send out a third letter informing them of the seriousness of the situation and the credit bureau notification. Phone contact is attempted as long as a viable phone number is available, regardless of the placement date of the ticket. Our collection procedures are consistent on all balances exceeding \$25.00. Manual phone calls are not attempted below the \$25.00 threshold. Based upon the efficiencies we achieve through our automated and predictive dialing systems, we have the capability of making 250,000 calls daily. We maintain a local and toll-free phone number for the debtors and both appear on all of our correspondence along with our hours of operation. Throughout the delinquency cycle, if debtor contact is achieved, the letter process is interrupted pending final disposition.

Customer Service and Complaints-- If a debtor contacts SFS and informs us that a dispute is pending, we suspend all collection activity pending the outcome. Based upon our client's preference, and that of the citizen, we can act as an intermediary on behalf of the citizen. If the citizen prefers to contact the municipality directly, we will suspend activity and await the outcome. Once a dispute is brought to our attention, all collection activity ceases. Based upon the client's preference:

- We can initiate contact on a daily or weekly basis to review dispute cases.
- Contact medium can be via e-mail or telephone.
- Upon resolution, we will contact the debtor and inform them of the outcome.
- If the dispute is deemed valid and the debtor had been reported to the credit bureau, we will electronically notify the credit bureau to remove the disputed item from the debtor's credit file immediately.

Collector review-- Accounts will be reviewed and contacted at least twice a month as long as there is a viable phone number available for contact.

Collector/Supervisor ratio-- The average is 10.

Form letters-- Yes—as well as specialized letters. Standard letters are generated systemically (requested by management) and the letters are sent out by a third party—CompUmail which has offices throughout the U.S. These same letters can be generated on an individual basis (as in the case of a skip locate) and it is sent out through our office. Management requests the “mass” systemically generated letters. Collectors can send individual form letters dependent upon the situation. Management sends out specialized letters. our letters have been approved by our in-house attorney in compliance with all Federal and State regulations. Examples of our standard letters are attached.

Account monitoring-- Supervision is required to spot check a percentage of a client’s accounts on a weekly basis. Accounts are reviewed and notes providing direction are made. This information is used in our monthly collector review process. This information is then compiled and used as a foundation for the annual review.

Dispute resolution—covered under Customer Service and Complaints section.

Credit Bureau Reporting-- Yes, depending upon the portfolio. In June, 2016, the Credit Reporting Agencies announced an initiative to obtain accurate consumer information and provide consumers more transparency when interacting with the CRA about their credit reports. This initiative included a number of material changes to the debts that had been reported. Most importantly for municipalities, the CRA’s would “no longer accept debt that did not arise from a consumer contract or agreement to pay.” Since a debtor does not sign for a parking ticket, red-light violation, and most code violations, they can no longer be reported to or accepted by the CRA’s. Ambulance billings, utility billings, and false alarms can be reported because the violator has signed an agreement to abide by the municipal statutes or the services that was provided. I have included a copy of the Credit Reporting Agencies Requirement Changes Dated May, 2016.

Payment Processing Handling— Payments received in the mail and through our web site are processed daily. We also accept credit card payments and checks by phone.

Checks and balance system--Accounts are matched to names and amounts due by the Accounting Manager. Strict attention to detail includes, cross checking addresses and names on checks to those on file. Collector's record credit card payments and phone-checks with the debtor, but all processing is handled by the Accounting Department. On a daily basis, the amounts posted are cross-referenced to the cash receipts. On a monthly basis, the statements issued to clients are cross-referenced to the deposit totals at the bank and any reporting received directly from the clients.

Types of Payments-- We accept Visa/MasterCard, American Express, Discover as well as checks by phone. If a client pays in cash, the receipt is signed by the Accounting Manager and the funds are deposited into the Trust account. Payments can also be made through our web site at www.sonnenscheinfinancial.com.

Post-dated checks— If a post-dated check is received, it is retained by the Collections Manager until it is valid. It is then submitted to Accounting for payment to be applied.

Insufficient Funds-- If a check is returned NSF, a fee of \$25.00 is added and a letter is sent to the debtor requesting replacement of the item. First time NSF checks are automatically re-deposited in our bank. The Accounting Manager is responsible for all aspects of Cash application for SFS.

Reporting System—describe report(s)-- Typically, we provide a Debtor Statement Summary Report which accompanies our monthly Client check and itemizes each debtor that made a payment during the previous month. A sample report is included. Our collection software has numerous "canned reports" that a municipality can opt to receive.

Report Generation-- The Debtor Statement Report is generated by the 15th of each month. The report displays the method of payment, dollar amount, location where payment was made, SFS commission, and client's return. The report totals the payments received, SFS commission, client return, and the net amount owed the client. Reports can be generated for each portfolio (delinquent fines, parking citations, etc.) to aid in record keeping.

Specialized Reports—Our collection system can generate a variety of reports. If a “canned report” does not meet the municipality’s requirements, the software company can create specialized reports.

Payment Schedule-- Monthly payment remittances are paid on a net basis, typically by the 15th of the following month. On the rare occurrence where more debtors made payments directly to the municipality and the commission fee is owed SFS, we do not expect the municipality to issue SFS a check. We will deduct our commission from the following months check due the municipality. The client has the option to have their remittance deposited directly to the municipality bank account. **Pursuant to sections 7.9 & 7.10 in the Certification, we can amend our procedures and accommodate the Village's 10 day requirement.**

9. Proposed Compensation— Illinois Statute 65 ILSC 5/1-2-1 permits the municipality to add the cost of collections to the ticket fee (statute copy is included). Consequently, the debtor pays for our fees instead of the municipality. We propose a 30% contingency fee which is all inclusive.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
017.020748

The person, firm, or corporation whose name appears on this certificate has complied with
the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized
to engage in the activity as indicated below:

EXPIRES:
05/31/2021

LICENSED COLLECTION AGENCY



SONNENSCHEIN FINANCIAL SERVICES INC
2 TRANSAM PLAZA DR STE 300
OAKBROOK TERRACE, IL 60181



Bryan A. Schneider

BRYAN A. SCHNEIDER
SECRETARY



JESSICA BAER
DIRECTOR

The official status of this license can be verified at www.idfpr.com

12948292

DEPT 128 3864763418117

PO BOX 4115

CONCORD CA 94524



| | |
|-------------|------------------------------|
| Client: | BERWYN - SS RED LIGHT TICKET |
| Amount Due: | \$200.00 |

RETURN SERVICE REQUESTED



YOUR TICKET(S) HAVE BEEN PLACED WITH OUR AGENCY FOR COLLECTION!

I suggest that you determine your liability on this obligation and send PAYMENT IN FULL or an explanation detailing your intentions to resolve this unpaid debt. Having your account given to our agency for collection does not need to be an unpleasant experience. However, our client values the enforcement of their laws equal in importance to your patronage. Only your response can eliminate the possibility of additional collection activities and communication from a debt collector.

After 30 days, violation collections may be enforced by:

- Driver's License Suspension as allowed by the State Of Illinois (Illinois Vehicle Code Chapter 95.5 Section 6306.5)
- Judgments (maximum allowed by law) may be sought in the courts by the client municipality.(Illinois Vehicle Code Chapter 95.5 Section 11-208.3)

Unless you notify this office **within 30 days** after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

For your convenience, you can visit our website www.sonnen scheinfinancial.com and make your payment online using your Debit or Credit Card.

RAY HALL 630-396-2830

You have had the following debt (s) listed with our office:

This is an attempt to collect. Any information obtained will be used for that purpose. This communication is from a debt collection agency.

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|------------------------|------------|---------------------|----------|
| 8BWM053B | 03/05/2018 | RED LIGHT VIOLATION | \$200.00 |
| TOTAL AMOUNT DUE.....> | | | \$200.00 |

DEPT 128 2842727418101
PO BOX 4115
CONCORD CA 94524



Client: ELMWOOD PARK - CODE
VIOLATION TICKET
Amount Due: \$250.00

RETURN SERVICE REQUESTED



Sonnenschein Financial Services
2 TransAm Plaza Ste 300
Oakbrook Terrace, IL 60181-4817

Your ticket remains unpaid with our client!

The responsibility for paying the entire delinquent balance is yours. Send payment in full to our office today. Demonstrate your good intentions with your payment. Do not allow this small balance to affect your record. Non-payment may result in the following actions as allowed by local ordinance in Illinois:

- **The suspension of your driver's license**
- **Vehicle booting**
- **Court appearance and judgments**

WE ACCEPT CREDIT AND DEBIT CARDS!

To avoid further and more costly action, it is imperative that you contact my office immediately. I can be reached at 630-396-2830. Our office hours are Monday thru Friday from 9AM to 8PM. For your convenience, you can visit our website www.sonnenscheinfinancial.com and make your payment online using your Debit or Credit Card.

RAY HALL
630-396-2830

You have had the following debt (s) listed with our office:

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
This communication is from a debt collection agency

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|--------------------------------|------------|----------------------------|----------|
| S238 | 11/25/2017 | POSSESSION OF CANNABIS | \$200.00 |
| S241 | 11/25/2017 | DAMAGE TO VILLAGE PROPERTY | \$50.00 |
| TOTAL AMOUNT DUE.....>\$250.00 | | | |

2 TRANSAM PLAZA STE 300 | Oakbrook Terrace, IL 60181
Phone #: (630)-396-2830

DEPT 128 3978572718119
 PO BOX 4115
 CONCORD CA 94524



RETURN SERVICE REQUESTED



| | | | |
|--|-----------|---|-----------|
|  MASTERCARD | |  VISA | |
| CARD NUMBER | CVV2 CODE | AMOUNT | EXP. DATE |
| SIGNATURE | | | |
| STATEMENT DATE November 16, 2018 | | CURRENT AMOUNT DUE \$400.00 | |
| LICENSE PLATE [Redacted] | | AMOUNT ENCLOSED | |

You have ignored our previous reminders concerning this indebtedness!

We have made numerous attempts to contact you regarding this unpaid debt. I am unable to assist you unless you contact me. As I mentioned in an earlier letter, violation collections may be enforced by:

Driver's License Suspension as allowed by the State of Illinois for drivers that have accumulated 10 or more offending violations (Illinois Vehicle Code Chapter 95.5 Section 6306.5).

Judgments (maximum allowed by law) may be sought in the courts by the client municipality. These judgments are collectible through post-judgment proceedings including garnishments, liens and credit bureau reporting (Illinois Vehicle Code Chapter 95.5 Section 11-208.3).

It is not too late to remedy this situation.

WE ACCEPT CREDIT AND DEBIT CARDS! It is imperative that you contact my office immediately. I can be reached at 630-396-2830. Our office hours are Monday thru Friday 8AM to 8PM. For your convenience, you can visit our website www.sonnenscheinfinancial.com and make your payment online using your Debit or Credit Card.

Thank you for attending to this matter

RAY HALL
 630-396-2830

You have had the following debt (s) listed with our office:

This is an attempt to collect a debt and any information will be used for that purpose.

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|------------------------|------------|---------------------|----------|
| 7S6X2BRB | 07/26/2017 | RED LIGHT VIOLATION | \$200.00 |
| 7QG6N793 | 07/19/2017 | RED LIGHT VIOLATION | \$200.00 |
| TOTAL AMOUNT DUE.....> | | | \$400.00 |

2 TRANSAM PLAZA STE 300 | Oakbrook Terrace, IL 60181
 Phone #: (630)-396-2830

DEPT 128 5952666818091
PO BOX 4115
CONCORD CA 94524



SONNENSCHEIN FINANCIAL SERVICES

Licensed Collection Agency

Client: BROADVIEW - CODE VIOLATION
TICKET
Amount Due: \$2,000.00

RETURN SERVICE REQUESTED



YOUR DELINQUENT VIOLATION INVOICE(S) HAS BEEN PLACED WITH OUR AGENCY FOR COLLECTION

This letter concerns the invoice you received from the BROADVIEW - CODE VIOLATION TICKET concerning the above referenced violation. Having your account given to our agency for collection does not need to be an unpleasant experience. However, our client values the enforcement of their laws equal in importance to your patronage. Please remit the AMOUNT DUE to the address identified below.

WE ACCEPT CREDIT AND DEBIT CARDS OVER THE PHONE OR INTERNET by calling 630-396-2830 or you can visit our website www.sonnen schein financial.com and make your payment online using your Debit or Credit Card.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

RAY HALL
630-396-2830
Monday thru Friday 9AM to 8PM

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collection agency.

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|-----------------------|------------|------------------------|-------------|
| L1-491-899 | 05/24/2018 | POSSESSION OF CANNABIS | \$1,000.00 |
| L1-491-899 | 05/24/2018 | POSSESSION OF CANNABIS | \$1,000.00 |
| TOTAL AMOUNT DUE..... | | | >\$2,000.00 |

2 TransAm Plaza Ste 300
Oakbrook Terrace, IL 60181-4817
630-396-2830

November 16, 2018

Hours of Operation:

Mon-Fri 9 AM - 8 PM CST

Client:

BROADVIEW - CODE
VIOLATION TICKET

Amount Due:

\$1,000.00

**YOUR DELINQUENT VIOLATION INVOICE(S) HAS BEEN PLACED WITH OUR
AGENCY FOR COLLECTION**

This letter concerns the invoice you received from the BROADVIEW - CODE VIOLATION TICKET concerning the above referenced violation.

CONTACT US TO WORK OUT A SUITABLE PAYMENT ARRANGEMENT

A simple, quick telephone call could avoid unnecessary collection action on our part. Call me at 630-396-2830 to discuss how I can assist you. You can send your check or money order to the address identified below.

WE ACCEPT CREDIT AND DEBIT CARDS OVER THE PHONE OR INTERNET by calling 630-396-2830 or you can visit our website www.sonnen scheinfinancial.com and make your payment online using your Debit or Credit Card.

To avoid further and more costly action, it is important that you contact me. I can be reached at 630-396-2830.

Sincerely,
Ray Hall

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

This communication is from a debt collection agency

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|----------------------------------|------------|------------------------|------------|
| L1-491-516 | 04/10/2018 | POSSESSION OF CANNABIS | \$1,000.00 |
| TOTAL AMOUNT DUE.....>\$1,000.00 | | | |

- Please detach and return with payment -

DEPT 999 8985229018103
PO BOX 4115
CONCORD CA 94524



RETURN SERVICE REQUESTED

| |
|--|
| Client: BROADVIEW - CODE VIOLATION TICKET |
| Amount Due: \$1,000.00 |
| Please make check payable to Sonnenschein Financial Services |
| Amount Enclosed: \$ |



Please send all correspondence to:



SONNENSCHEIN FINANCIAL SERVICES
2 TRANSAM PLAZA STE 300
OAKBROOK TERRACE IL 60181-4817

2 TransAm Plaza Ste 300
Oakbrook Terrace, IL 60181-4817
630-396-2830

November 16, 2018

YOUR DELINQUENT VIOLATION INVOICE(S) HAS BEEN PLACED WITH OUR AGENCY FOR COLLECTION

We have made numerous attempts to contact you by telephone and letter concerning this indebtedness. You have not responded to our attempts to reach you.

WE ACCEPT CREDIT AND DEBIT CARDS OVER THE PHONE OR INTERNET by calling 630-396-2830 or you can visit our website www.sonnenscheinfinancial.com and make your payment online using your Debit or Credit Card.

I am unable to assist you unless you contact me. Call me at 630-396-2830 to discuss your payment options. Demonstrate your good intentions by contacting me today! I look forward to hearing from you.

To avoid further and more costly action, it is important that you contact me. I can be reached at 630-396-2830.

Sincerely,
Ray Hall

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
This communication is from a debt collection agency

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|-----------------------|------------|------------------------|-------------|
| CV10563 | 09/18/2016 | POSSESSION OF CANNABIS | \$350.00 |
| S48 | 12/26/2016 | LOUD NOISE PROHIBITED | \$250.00 |
| S49 | 12/26/2016 | LOUD NOISE PROHIBITED | \$250.00 |
| S47 | 12/26/2016 | LOUD NOISE PROHIBITED | \$250.00 |
| TOTAL AMOUNT DUE..... | | | >\$1,100.00 |

- Please detach and return with payment -

DEPT 999 5259337018089
PO BOX 4115
CONCORD CA 94524



RETURN SERVICE REQUESTED

| |
|--|
| Client: ELMWOOD PARK - CODE VIOLATION TICKET |
| Amount Due: \$1,100.00 |
| Please make check payable to Sonnenschein Financial Services |
| Amount Enclosed: \$ |



Please send all correspondence to:



SONNENSCHEIN FINANCIAL SERVICES
2 TRANSAM PLAZA STE 300
OAKBROOK TERRACE IL 60181-4817

SONNENSCHEIN FINANCIAL SERVICES

Licensed Collection Agency

DEPT 128 7617691816059
 PO BOX 41115
 CONCORD CA 94524



RETURN SERVICE REQUESTED

| | |
|----------------|---------------------|
| Client: | Village Of Wilmette |
| License Plate: | [Redacted] |
| Vehicle: | |
| Amount Due: | \$120.00 |

YOUR TICKET(S) HAVE BEEN PLACED WITH OUR AGENCY FOR COLLECTION

I suggest that you determine your liability on this obligation and send PAYMENT IN FULL or an explanation detailing your intentions to resolve this unpaid debt. Having your account given to our agency for collection does not need to be an unpleasant experience. However, our client values the enforcement of their laws equal in importance to your patronage. Only your response can eliminate the possibility of additional collection activities and communication from a debt collector.

We accept credit and debit cards! For your convenience, you can visit our website www.sonnen scheinfinancial.com and make your payment online using your Debit or Credit Card.

Do not ignore this notice. Collection activity has begun!

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

This communication is from a debt collection agency

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|------------------------|------------|--|----------|
| 66856 | 07/31/2015 | 13-2.6 NO VALID WILMETTE VEHICLE LICENSE | \$60.00 |
| 66707 | 07/22/2015 | 13-2.6 NO VALID WILMETTE VEHICLE LICENSE | \$60.00 |
| TOTAL AMOUNT DUE.....> | | | \$120.00 |

2 TransAm Plaza Ste 300
Oakbrook Terrace, IL 60181-4817
630-396-2830

November 16, 2018

Hours of Operation:
Mon-Fri 9 AM - 8 PM CST

Client:
Village Of Wilmette

License Plate:

Vehicle:

Amount Due:
\$120.00

YOUR TICKET(S) REMAINS UNPAID WITH OUR CLIENT

The responsibility for paying the entire delinquent balance is yours. Send payment in full to our office today. Demonstrate your good intentions with your payment. Do not allow this small balance to affect your record.

WE ACCEPT CREDIT AND DEBIT CARDS OVER THE PHONE OR INTERNET by calling 630-396-2830 or you can visit our website www.sonnen scheinfinancial.com and make your payment online using your Debit or Credit Card.

To avoid further and more costly action, it is imperative that you contact my office immediately. I can be reached 630-396-2830. Our office hours are Monday thru Friday from 9AM to 8PM CST.

Sincerely,
Ray Hall

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

This communication is from a debt collection agency

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|--------------------------------|------------|--|---------|
| 66707 | 07/22/2015 | 13-2.6 NO VALID WILMETTE VEHICLE LICENSE | \$60.00 |
| 66856 | 07/31/2015 | 13-2.6 NO VALID WILMETTE VEHICLE LICENSE | \$60.00 |
| TOTAL AMOUNT DUE.....>\$120.00 | | | |

- Please detach and return with payment -

DEPT 999 3057601816077
PO BOX 4115
CONCORD CA 94524



RETURN SERVICE REQUESTED

| |
|---|
| Client: Village Of Wilmette |
| Amount Due: \$120.00 |
| License Plate: <input type="text"/> Vehicle: <input type="text"/> |
| Please make check payable to Sonnenschein Financial Services |
| Amount Enclosed: \$ <input type="text"/> |

Please send all correspondence to:



SONNENSCHEIN FINANCIAL SERVICES
2 TRANSAM PLAZA STE 300
OAKBROOK TERRACE IL 60181-4817

2 TransAm Plaza Ste 300
Oakbrook Terrace, IL 60181-4817
630-396-2830

November 16, 2018

You have ignored our previous reminders concerning this indebtedness!

We have made numerous attempts to contact you regarding this unpaid debt. I am unable to assist you unless you contact me. As I mentioned in an earlier letter, violation collections may be enforced by:

Judgments (maximum allowed by law) may be sought in the courts by the client municipality. These judgments are collectible through credit bureau reporting (Illinois Vehicle Code Chapter 95.5 Section 11-208.3).

WE ACCEPT CREDIT AND DEBIT CARDS OVER THE PHONE OR INTERNET by calling 630-396-2830 or you can visit our website www.sonnenscheinfinancial.com and make your payment online using your Debit or Credit Card.

It is not too late to remedy this situation. It is imperative that you contact my office immediately. I can be reached at 630-396-2830.

Sincerely, Ray Hall

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

This communication is from a debt collection agency

Hours of Operation:
Mon-Fri 9 AM - 8 PM CST

Client:
VILLAGE OF WILMETTE

License Plate:

Vehicle:

Amount Due:
\$120.00

| TICKET # | ISSUED | VIOLATION | AMOUNT |
|-----------------------|------------|--|-----------|
| 66707 | 07/22/2015 | 13-2.6 NO VALID WILMETTE VEHICLE LICENSE | \$60.00 |
| 66856 | 07/31/2015 | 13-2.6 NO VALID WILMETTE VEHICLE LICENSE | \$60.00 |
| TOTAL AMOUNT DUE..... | | | >\$120.00 |

- Please detach and return with payment -

DEPT 999 9289120816098
PO BOX 4115
CONCORD CA 94524



RETURN SERVICE REQUESTED

| |
|---|
| Client: VILLAGE OF WILMETTE |
| Amount Due: \$120.00 |
| License Plate: <input type="text"/> Vehicle: <input type="text"/> |
| Please make check payable to Sonnenschein Financial Services |
| Amount Enclosed: <input type="text"/> |

Please send all correspondence to:



SONNENSCHEIN FINANCIAL SERVICES
2 TRANSAM PLAZA STE 300
OAKBROOK TERRACE IL 60181-4817



Proposal for Debt Collection Services for the Village of Willowbrook

**Village of Willowbrook
835 Midway Drive
Bolingbrook, IL 60527
Attention: Leroy Hansen, Village Clerk**

**Submitted by:
MCSi
Municipal Collection Services, Inc.
7330 W. College Drive, Suite 108
Palos Heights, IL 60463**



Village of Willowbrook
Attn: Leroy Hansen, Village Clerk
835 Midway Drive
Willowbrook, IL 60527

February 11, 2020

Dear Leroy,

We appreciate the opportunity to respond to the Village of Willowbrook's Proposal for Debt Collection Services. Municipal Collection Services, Inc. (MCSI) is an Illinois based collection agency that has specialized in the recovery of municipal debts for over 25 years and is currently servicing over 100 municipalities throughout Illinois. Our focus on municipal debts has made MCSI the largest municipal-centric collections agency in Illinois.

MCSI believes our experience, superior returns, and unmatched customer service will be a great benefit to Willowbrook in the recovery of their outstanding debts. Please feel free to contact me if you have any questions and I would be happy to answer them.

I look forward to hearing from the Village after they have completed their review.

Kind regards,

Tom Knoll
Account Manager

SECTION I NOTICE AND REQUEST FOR PROPOSAL REQUEST FOR PROPOSALS FOR DEBT COLLECTION SERVICES FOR THE VILLAGE OF WILLOWBROOK, ILLINOIS

The Village of Willowbrook, DuPage County, Illinois, will receive sealed proposals for debt collection services for the Village of Willowbrook, Illinois. The sealed proposals will be received at the Village Clerk's office, at the Willowbrook Village Hall located at 835 Midway Drive, Willowbrook, IL 60527, until **5:00 p.m. on Wednesday, February 12, 2020**. Proposers shall submit four (4) copies of their proposal. Any proposal unsealed or received after the deadline for submitting proposals will not be accepted.

Proposals must be submitted on the forms provided. Submission of a Proposal shall be conclusive assurance and warranty that the bidder has examined the proposed work and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its Proposal resulting from failure or neglect to conduct an in-depth examination. Sealed envelopes or packages containing a Proposal shall be addressed to the Village Clerk and plainly marked "PROPOSAL FOR DEBT COLLECTION SERVICES FOR THE VILLAGE OF WILLOWBROOK, DuPage County, ILLINOIS" on the outside of the envelope. **FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**

Any questions must be electronically e-mailed to Brian Pabst, Village Administrator at (bpabst@willowbrook.il.us). The written questions, along with the Village's responses, shall be circulated to all known prospective bidders without identifying the party submitting the questions. The cut-off for receipt of **additional questions shall be 2:00 p.m. on February 8, 2020**, in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be electronically mailed to all known prospective bidders by **4:00 p.m. on February 10, 2020**. Addenda, if any, will be posted on the Village of Willowbrook website (www.willowbrookil.org).

Receipt of any addenda must be acknowledged in writing as part of the bidder's Proposal. Bidders shall be responsible for ensuring that they have received any and all addenda. The Village of Willowbrook shall not assume responsibility for the receipt by the bidder of any addenda.

No Proposal shall be withdrawn after submission of the Proposal without the consent of the Village Administrator of the Village of Willowbrook for a period of ninety (90) days after the scheduled deadline for submission of Proposals.

The Village of Willowbrook will review all Proposals received and reserves the right to reject any or all Proposals, to waive technicalities, and to accept the Proposal as the Willowbrook Village Board of Trustees determines, in its sole discretion, to be in the best interest of the Village of Willowbrook.

RFP packets are available at the Village Clerk's Office, Village Hall, 835 Midway Drive, Willowbrook, IL 60527 and at the Village of Willowbrook website: <https://www.willowbrookil.org>

The Village of Willowbrook is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Village of Willowbrook, or any other means of delivery employed by the bidder. Similarly, the Village of Willowbrook is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

IV DEBT COLLECTION SERVICES CERTIFICATION

The assurances hereinafter made by the Debt Collection Services Agency (the "Agency") are each a material representation of fact upon which reliance is placed by the Village of Willowbrook in entering into the Contract with the Agency. The Village of Willowbrook may terminate the Contract if it is later determined that the Agency rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the Contract.

I, Matt Regan, hereby certify that I am the Chief Executive Officer (CEO) of
(*Name of Owner or Officer*)
Municipal Collection Services, Inc. (MCSI), and as such, hereby represent and warrant to the Village of Willowbrook, (*Name of Agency*) a municipal corporation that the Agency and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Agency hereby represents and warrants to the Village of Willowbrook, as a condition of any agreement with the Village of Willowbrook, that the Agency is under no legal prohibition on contracting with the Village of Willowbrook, has no known conflicts of interest and further specifically certifies that:

1. The Agency is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Agency maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Agency's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;

Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Agency's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of any interest in the Agency; or, if the Agency's stock is traded on a nationally recognized securities market, that no Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of more than one percent (1%) of the Agency, but if any Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of less than one percent (1%) of the Agency, the Agency has disclosed to the Village of Willowbrook in writing the name(s) of the holder of such interest.

4. No officer or employee of Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Agency in violation of Title 1, Chapter 13, Section 1-13-3 of the Village of Willowbrook Code of Ordinances.

5. The Agency has not given to any officer or employee of Village of Willowbrook any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Title 1, Chapter 13, Section 1-13-3 of the Village of Willowbrook Code of Ordinances.

6. Neither the Agency nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Agency changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Agency shall so notify the Village of Willowbrook in writing within seven (7) days.

By:

Matt Regan

Matt Regan, Chief Executive Office (CEO)
(Name of Owner or Officer) (Title or Office)

STATE OF ILLINOIS)
COUNTY OF Cook)
) ss.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Matt Regan known to me to be the CEO of
(Name of Owner or Officer) (Title or Office)
Municipal Collection Services, Inc., appeared before me this day in person and, being first
(Name of Agency) duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 2 - 10, 2020

Debbie Calandriello
Notary Public

OFFICIAL SEAL
DEBBIE CALANDRIELLO
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/04/21

VI DEBT COLLECTION SERVICES AGREEMENT

TURN TO: Village Clerk
Village of Willowbrook
835 Midway Drive,
Willowbrook, Illinois 60107

1. **Submission of Proposal.** In conformity with the Notice and Request for Proposals and the Instructions for Submittal of Proposals, the Agency, having examined the Proposal and the Debt Collection Services Agreement (the "Agreement") to be executed, submits the following proposal of

Municipal Collections Services, Inc. (MCSI)

(Agency's Name)

for the debt collection services for the Village of Willowbrook, Illinois, for the Village of Willowbrook to be performed in strict compliance with the Notice and Request for Proposals, the Instructions for Submittal of Proposals and the Agreement which are essential documents of and to which the Agency accepts as part of the Agreement.

2. **Examinations.** The Agency has, before submitting this Proposal, carefully examined the provisions of the Agreement, investigated and become familiar with all the requirements affecting the Agreement and is fully acquainted with the detailed requirements of the project. By submitting this Proposal, the Agency conclusively assures and warrants to the Village of Willowbrook that the Agency has made these examinations and that the Agency understands all requirements for the performance of the services. If the Agency's proposal is accepted, the Agency shall be responsible for all errors in the Proposal resulting from the Agency's failure or neglect to comply with the Instructions for Submittal of Proposals. In no case shall the Village of Willowbrook be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the Agency to make these examinations.

Qualifications. Submit a summary of the Agency's experience, background and qualifications to perform the debt collection services. Submit the resumes of personnel expected to be assigned to the Village including the name(s) of the person in charge and any consultants. **Please see tab titled QUALIFICATIONS in the RFP packet for further details**

Please provide the Agency's website address: www.mcsicollections.com

Has the Agency been a party to any lawsuit related to its collection practices? If so, please list all litigation of which the Agency has been a party related to its collection practices in the last ten (10) years and describe the result or current status of the litigation.

MCSI has never been party to a lawsuit related to its collection practices.

Has the Agency been named in any complaint to the Illinois Department of Financial and Professional Regulation or to any federal agency under the Fair Debt Collection Practices Act (15 U.S.C. 1692 *et seq.*) related to its collection practices? If so, please list all complaints of which the Agency has been named related to its collection practices in the last ten (10) years and describe the result or current status of the complaint.

MCSI has not been named in any complaints to the agencies listed above.

Attach a copy of the Agency's current license as a collection agency issued by the Division of Regulation of the Illinois Department of Financial and Professional Regulation.

A copy of MCSI's license is provided under the SAMPLE DOCUMENTATION tab in the RFP packet

4. **Debt Collection Practices.** **Please see the tab titled Debt Collection Practices in the RFP packet for further information on these items.**

General Account Processing/Handling

1. Describe the Agency's standard collection process and the time frames allocated to each step of the process.

2. Describe any operational procedures which the Agency has in place to handle customer service and complaints.
3. How often does a collector review each account?
4. What is the collector to supervisor ratio?
5. Does the Agency use form collection letters? (Please attach samples of all letters generated to debtors.)
6. What is the process and schedule for monitoring accounts by supervisors?
7. Describe the Agency's dispute resolution process.

Skip Tracing

1. Does the Agency skip-trace accounts in-house?
2. Describe the systems the Agency utilizes for skip-tracing an account.
3. Does the Agency charge an extra fee for skip-tracing an account?

Credit Bureau Reporting

1. Does the Agency report (adverse) bad debt account information to the credit reporting agencies? If so, to which credit reporting agencies are reports made?
2. Does the Agency obtain client approval prior to credit reporting an account?

Payments Processing/Handling

1. Describe how payments are processed.
2. Describe the Agency's financial check and balance system.
3. Does the Agency accept electronic check and credit card (Visa, MasterCard, American Express, Discover) payments by telephone and through its website?
4. Describe the Agency's policy on accepting post-dated checks.
5. Describe how the Agency handles checks returned for insufficient funds (NSF) and disclose whether the Agency's client is charged for collection of the amount of the NSF check.

Reporting Systems

1. Please describe the standard statistical and financial reports that the Agency provides to its clients. Please attach samples of reports generated for clients.
2. When does the Agency generate reports (weekly, bi-monthly, monthly)?
3. Can the Agency generate specialized reports for municipal requirements?
4. How often are payments submitted to the Village?
5. Are monthly payment remittances paid to the Village on a net or gross basis to the client?

5. **Experience.** Submit a list of the last four (4) or more units of government for which the Agency has provided debt collections services and describe the debt collection services provided.

Unit of Government: Village of Wheeling

Address, City, State, Zip: 2 Community Boulevard Wheeling, IL 60090

Description of Services Provided: Further information has been provided under the EXPERIENCE tab

Contact Person: Brian Smith - Assistant Director of Finance

Telephone Number: (847) 499-9002

Electronic Mail Address: bsmith@wheelingil.gov

Unit of Government: Village of Addison

Address, City, State, Zip: 3 Friendship Plaza Addison, IL 60101

Description of Services Provided: Further information has been provided under the EXPERIENCE tab

Contact Person: Roseanne Benson - Finance Director

Telephone Number: (630) 693-7561

Electronic Mail Address: rbenson@addison-il.org

Unit of Government: Village of Algonquin

Address, City, State, Zip: 2200 Harnish Drive Algonquin, IL 60102

Description of Services Provided: Further information has been provided under the EXPERIENCE Tab

Contact Person: Susan Skillman - Comptroller

Telephone Number: (847) 658-2700

Electronic Mail Address: sskillman@algonquin.org

(Please attach additional sheets if necessary.)

6. **Agency's Certification.** An executed Agency's Certification on the form provided herein accompanies this Proposal.

The Debt Collection Services. The Agency shall propose, at its own proper cost and expense, to perform the following services:

7.1. Receive from the Village records relating to certain uncollected debts owed to the Village including but not limited to debts arising from invoices for utility services, ambulance fees, license fees, fines, penalties and interest for municipal code violations (motor vehicles compliance violations, parking violations, automated traffic law enforcement

violations, motor vehicle impoundment violations, building code and other miscellaneous ordinance violations) and returned checks (hereinafter referred to as "Uncollected Debts").

7.2. Review, analyze and evaluate the Uncollected Debts and determine the appropriate lawful means and methods to collect the Uncollected Debts.

7.3. Use diligence and the Agency's best efforts to collect the Uncollected Debts in accordance with all applicable federal, state and local laws. Unless authorized to do so in writing from the Village Administrator, the Agency shall not report or submit an Uncollected Debt to a credit reporting agency, including but not limited to, Equifax, Experian and Trans Union.

7.4. Advise the Village of Uncollected Debts of which the Agency recommends legal proceedings be instituted, the collection efforts undertaken by the Agency to collect the Uncollected Debt and the success or lack of the collection efforts prior to recommending that legal proceedings be instituted to collect the Uncollected Debt.

7.5. Receive written approval of the Village to institute legal proceedings to collect an Uncollected Debt not less than five (5) business days prior to instituting legal proceedings to collect an Uncollected Debt.

7.6. Prior to commencing legal proceedings to collect any Uncollected Debt, comply with the notice requirements of Section 8a-1 of the Illinois Collection Agency Act (225 ILCS 425/8a-1).

7.7. The Agency shall, if its employees are licensed to practice law in the jurisdiction where the legal proceedings are to be instituted, at its sole cost and expense subject to Section 1.12, institute legal proceedings to collect any Uncollected Debt for which written approval has been received from the Village and enforce judgments obtained in legal proceedings to collect any Uncollected Debt. The Agency shall, if its employees are not licensed to practice law in the jurisdiction where the legal proceedings are to be instituted, at its sole cost and expense subject to Section 1.12, retain and direct an attorney licensed to practice law in the jurisdiction where the legal proceedings are to be instituted to institute legal proceedings to collect any Uncollected Debt for which written approval has been received from the Village and enforce judgments obtained in legal proceedings to collect any Uncollected Debt.

7.8. Within five (5) business days after receipt by the Agency of funds collected on an Uncollected Debt, deposit the amount collected in a separate bank interest bearing trust account established at an Illinois bank for that purpose and maintained in compliance with Section 8c of the Illinois Collection Agency Act (225 ILCS 425/8c). Interest earned on the funds deposited in the trust account after the sixtieth (60th) day following deposit shall be paid to the Village.

7.9. On or before the 10th day of the month for any amounts collected by the last day of the preceding month, prepare and deliver to the Village a detailed report of all amounts collected the preceding month. The report shall, at a minimum, contain the debtor's name, account number, amount collected, commissions and/or lawsuit fees retained and the amount remitted.

7.10. On or before the 10th day of the month for any amounts collected by the last day of the preceding month, remit to the Village all amounts collected on the Uncollected Debts less the applicable amount of the Agency's Commission as set forth in Section 9.

7.11. Upon receipt of notice from the Village of payment's being received by the Village directly from or on behalf of a debtor on an Uncollected Debt that has been previously transmitted to the Agency, the Agency may deduct the amount of the payment received by the Village from the amount remitted from the Agency to the Village under Section 7.10 above.

7.12. Upon instituting legal proceedings, if the Agency incurs a circuit court clerk's filing fee, the cost of service of summons and/or statutory witness fees, the Agency may deduct the amount of the circuit court clerk's filing fee, the cost of service of summons and/or statutory witness fees incurred from the payment amount remitted from the Agency to the Village under Section 7.10 above. Should the Agency subsequently recover the cost of service of summons and/or statutory witness fees in the legal proceedings, the Agency may add the amount of the circuit court clerk's filing fee, the cost of service of summons and/or statutory witness fees recovered to the payment amount remitted from the Agency to the Village under Section 7.10

7.13. Upon receipt of information that a debtor has filed for protection under the laws of bankruptcy or receivership, the Agency shall immediately cease all efforts to collect on the debt. Consistent with the investigation identified below, the Agency shall close its account on the debt and return it to the Village within three (3) business days of confirming the debtor's bankruptcy filing.

7.13.1. If notice of a bankruptcy filing is provided verbally by a debtor or a third party, the Agency shall attempt to obtain information regarding the jurisdiction in which the case has been filed and the case number assigned to the debtor. If the bankruptcy information cannot be provided, the Agency shall request the name and telephone number of the debtor's attorney and shall request from the attorney a copy of the filed Voluntary Petition or the § 341 Notice. The Agency shall promptly transmit to the Village all relevant information regarding the debtor's bankruptcy.

7.13.2. If the Agency receives written notice of a debtor's bankruptcy, the Agency shall promptly transmit such notice to the Village.

7.14. Forward to the Village a copy of any written complaint received by the Agency from a debtor in regard to the Agency's handling of an Uncollected Debt as well as the response made or action taken by the Agency.

7.15. Not less often than annually, review, analyze and evaluate the Uncollected Debts, the collection efforts undertaken by the Agency to collect the Uncollected Debt, and the success or lack of the collection efforts and determine those Uncollected Debts that are uncollectible. The Agency shall return to the Village those Uncollected Debts that are determined to be uncollectible.

8. Insurance. The Agency's insurance requirements are set forth in the Agreement.

9. Proposed Compensation. The Agency proposes the following compensation to perform the services to be performed under the Agreement: Type text here

| Description | Commission Percentage |
|---|-----------------------|
| Please see tab titled Proposed Compensation for further information | |
| A. Commission on Uncollected Debts for which legal proceedings are not instituted | _____ % |
| B. Commission on Uncollected Debts for which legal proceedings are instituted | _____ % |

[The remainder of this page is left blank intentionally.]

If a corporation:

Municipal Collection Services, Inc. (MCSI)

Corporate Name

7330 College Drive Suite 108

Street Address

Palos Heights

City

IL

60463

State

Zip Code

708-448-6669

Telephone Number

mregan@mcsicollections.com

Electronic Mail Address:

Matt Regan

Name of President

Signature of President:

Matt Regan

Frank Regan

Name of Secretary

Attest by Secretary:

Frank Regan

SECTION VII COMPANY INFORMATION & SIGNATURE SHEET

Vendor must include with their submitted proposal this completed and signed Company Information & Signature Sheet.

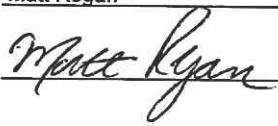
The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to supply the services as described in the proposal documents at the prices set forth within.

The undersigned proposer states that his proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the Village of Willowbrook, and the Village's Request for Proposal shall prevail.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons proposing on the project.

Name of Company: Municipal Collection Services, Inc.

Authorized Representative: Matt Regan

Signature of Representative: 

Title of Authorized Representative: Chief Executive Officer (CEO)

Address: 7330 College Drive Suite 108

Village /State/Zip: Palos Heights, IL 60463

Phone Number: 708-448-6669

Fax Number: 708-448-1749

Website Address: www.mcsicollections.com

E-Mail Address: mregan@mcsicollections.com

Date Signed: 2/7/2020



1

Qualifications

2

Debt Collection Practices

3

Experience/References

4

Proposed Compensation

5

Sample Documentation -

1. State License
2. Collections Agreement
3. Dunning Letter
4. Monthly Statement
5. Closed Statement
6. Activity Statement
7. Ordinance

3. Qualifications

Overview of Responding Organization

Municipal Collection Services, Inc. (MCSI) was incorporated in 1992 and has been operating as a licensed collection agency in the State of Illinois for over 25 years. The corporation is located in Palos Heights and has one location.

The company was founded by Frank Regan Sr., a retired police officer who also founded Municipal Systems, Inc in 1991. MSI provides software for police, building and code enforcement departments for issuing and tracking parking, compliance, quasi-criminal local ordinance and property related violations processed under administrative adjudication.

The first product offered by MSI was parking ticket issuing and adjudication software, providing municipalities an easy and efficient method to conduct local, municipal hearings. The product was well received, but it soon became apparent that a collection agency would be of value to the MSI clients in the pursuit of unpaid fines. Thus, MCSI was founded.

MCSI has over 100 municipal and government clients throughout Illinois. We are partnered with a number of municipalities that do not utilize the MSI software, but chose MCSI because of our outstanding recovery rate and customer service approach to collections.

MCSI specializes in the recovery of municipal debt with over 90% of the records assigned as parking, compliance and red-light violations. As a sister company to MSI, one of the many benefits to MCSI's collection staff is a thorough understanding of the administrative adjudication process. All MCSI staff is provided with extensive training on the adjudication process, which allows for a more relevant conversation with debtors, as agents are well informed on the various steps a fine has travelled prior to being sent to collections.

MCSI has experienced no owner/management changes in past 3 years and have not been disciplined or sanctioned in the past 5 years. We are members of the ACA and ICA, as well as associate members of SSMMA, WSCOP and the Illinois Chamber of Commerce.

Staffing

Matthew Regan – President/CEO

Matt joined MCSI in 1997. Matt began his career working in various aspects of MSI. His initial role was in sales where he developed a thorough understanding of not only the MSI products (administrative adjudication) but also the collection process. Over time Matt's leadership qualities positioned him to be named President and CEO of both MSI and MCSI. He has an in-depth knowledge of the debt collection industry and more specifically how municipal debt collection works. He positioned MCSI to continue to grow based on two key principles; provide exceptional returns and develop a culture of quality customer service. Matt is a graduate of Marquette University in Wisconsin, with a major in Marketing and Management.

Frank Regan – COO

Frank was one of the original employees of MCSI in 1992 and left in 1997 to pursue new opportunities and rejoined MCSI in 2010. Frank has a technical and financial background and came to MCSI from CDW where he was a systems architect. Prior to working at CDW, Frank was a CPA with Regan & Co., CPAs. Frank is responsible for overseeing the daily operations of MCSI and managing the IOC local debt recovery technical services provided by MCSI.

Desiri Budzinski - Collection Manager

Desiri has been with MCSI since 2010 and has over 30 years of experience in the debt collection industry, the majority of that time working in municipal debt collections. Desiri supervises the 24 collection professionals employed at MCSI, as well as 3 administrative assistants and a floor manager. Desiri is a hands-on manager and responsible for the on-boarding of new accounts, skip tracing, dunning letter generation, payment posting, bankruptcies and DL suspensions.

Our collectors and culture are the primary reason for our success in relation to the service requested. We believe that the key component of any agency's success is to have a qualified and highly trained team of experienced professionals communicating on the client's behalf. Our focus is to treat every interaction with debts from a customer service perspective. We strive to foster a work environment where people can build a career, rather than simply have a place to work. Our COO, collection and floor managers have developed a comprehensive training program that allows our collectors to become familiar with the applicable laws and the specific types of debt we receive (municipal and county government). The manner in which we approach the recovery of each debt and the level of professionalism that is expected when being an MCSI employee.

Relationship Management

The team members that will assist Willowbrook consist of 3 people – The collection manager, Desiri Budzinski, the floor manager, Joanna O'Brien and administrative assistants' manager, Susan Stapleton.

Our administrative team are all crossed trained and able assist should the need arise. Desiri is a hands-on manager and available should Willowbrook require direct communication with the collection manager. For items such as validation and verification requests (when a debtor requests a copy of a ticket), DL suspension paperwork or general questions, Susan Stapleton or any member of the administrative team are immediately accessible.

The floor manager, Joanna O'Brien, works directly with our phone agents, assisting them on individual calls and mentoring them in their professional development, however she is also available to assist with answering questions should Desiri or Susan not be available. Joanna has 10 years of experience in the collection industry.

Frank Regan, our COO, is also available should a specific question come up or his assistance be required. Frank handles the majority of IOC Local Debt Recovery questions. MCSI has over 40 customers that are enrolled in the LDRP; all have us manage the file creation and updating of their records. .

4. Debt Collection Practices

General Accounting/Process Handling

1. Describe the Agency's standard collection process and time frames for various steps:

MCSI receives various types of debt from government agencies, ranging from parking, local ordinance, building code and red light violations fines, to ambulance and utility bills. Because of the immense volume of records we receive each month, 99% of all the debt is forwarded to MCSI in an electronic format. MCSI will work with the Village of Willowbrook to develop a standardized electronic format, as this process will eliminate the possibility for errors when uploading the data.

Once this step is completed, an electronic file (test file) can be forwarded to MCSI so we can begin mapping the data and testing the import process. This process typically only takes a day or two to complete and we will notify the village once the first file is successfully imported. From this point forward, subsequent files sent to MCSI can be consistently loaded into the collection software without errors. MCSI utilizes this process for all of our clients.

Upon importing the live data, all account information is forwarded to a professional mailing operation which accomplishes an important step: mailing the initial collection letter to the debtor.

The professional mailing operation that we use specializes in handling collection agency notifications. Prior to the actual printing of the letters, all addresses are compared against the U.S. Postal Services National Change of Address (NCOA) database to assure the letters are mailed to the most current address. Any changes to the mailing address will be updated and the letter will be mailed to the new address. The new address is electronically returned to MCSI so it can be updated in our collection software should any future mailings be required. Because of the high degree of automation the task of mailing the first letter is typically accomplished within 24 to 48 hours of the debt being placed.

Since our focus is primarily the recovery of municipal debt, the majority of records we receive (Parking, Compliance and LO tickets) arrive with no phone number, therefore skip tracing is essential to secure good working phone numbers. Skip tracing is covered below.

2. Describe any operational procedures which the Agency has in place to handle customer service and complaints.

Any complaint or dispute filed would be immediately reviewed, and depending on the circumstances, we can determine the appropriate course of action. Should a complaint get filed with our company, it would be forwarded to our collection supervisor to review and resolve.

Should that be unsuccessful, we have a documented escalation process, so the complaint/dispute would move to our collection manager to address. In most cases, disputes revolve around a debtor stating they were unaware of a ticket. When this is the case, validating the debt quickly resolves the issue.

If a complaint revolves around a specific collector, we can pull the recorded conversation, as all calls are recorded, and determine what action should be taken. Any dispute whether it is logged by phone or email is documented in the collection specific software we use and remains in the file. MCSI publishes the phone numbers and email addresses of management staff on our website.

3. How often does a collector review each account?

Collectors spend the first hour of every day reviewing their routes – debtors they have previously discussed account details and possible payment options with. Account assignment takes place after they have made the first contact with the debtor. We assign calling campaigns each day, which can be equated to a specific debt type, such as red light violations on specific day or parking tickets, building code violations, and so forth. The collector's role is to make calls from the calling campaign they are assigned to each day, establish dialogue with the debtor and attempt to resolve the debt. Our management team is responsible for reviewing the overall return for accounts, which allows the collectors to focus on the number of calls they need to make, securing payment in full or establishing payment plans.

4. What is the collector to supervisor ratio?

We have a floor supervisor and collections manager which oversee 24 collectors.

5. Does the Agency use form collection letters?

We use one standard letter that is sent to a debtor when the debt is placed. This letter, commonly referred to as the Dunning notice and required by law, is to inform the debtor that their outstanding debt has been placed with a collection agency. The letter provides the debtor with information about the debt (ticket number, amount due, etc.), MCSI's contact information if they would like to discuss the debt with one of our agents, or how they can make a payment on the debt.

Since the majority of debt we process is fine based debt, coming from a debtor not paying a parking, compliance, local ordinance, red light, building code violation, utility bill, or past due ambulance bill, we understand they have likely received a number of notices (tickets, hearing notice, final determination, FDO or invoices) and haven't paid. Our experience has shown that sending more letters will not get results. The results we achieve are based on making calls and establishing dialog with the debtor to discuss the options to resolve their debt.

6. What is the process and schedule for monitoring accounts by a supervisor?

We run a customer income analysis report each month and these are forwarded to our management staff. The report is discussed at our monthly management meeting and any account where one of the managers notes a concern is reviewed. On a daily basis our collections manager will spot check on collectors by listening in on their calls and each week their call volume is reviewed. The call review is not done on an account by account basis since the collectors on any given day could be working a debt type (ex: red light violations) and could be talking to a debtor from any one of our 100+ accounts.

7. Describe the Agency's dispute resolution process.

Disputes are handled in a timely fashion. If a debtor disputes a debt we first note the dispute in our collection software under their record. MCSI administrative staff will then collect proof of the debt; this is generally accomplished by sending an email to the municipality and requesting a ticket or invoice copy from them. MCSI staff then forwards the ticket or invoice copy to the debtor. We then schedule a follow up in our collections software to contact the debtor to review the debt and the validation document.

If the debtor can provide us with supporting documentation that clearly demonstrates the debt is not valid, we will forward that information onto the municipality and discuss the options. If the debtor cannot provide any documentation, we will continue to pursue the debt.

Skip Tracing

1. Do you skip trace accounts in house?

MCSI does not manage this process in house. Due to the volume of debts placed with MCSI, skip tracing of accounts is done in batches that are processed through an automated routine. If the Dunning notice does not prompt the debtor to contact MCSI or make payment on their debt, within 30 days, we will skip trace the records.

2. Describe the systems the Agency utilizes for skip tracing an account?

Our skip trace vendor is Lexis-Nexis. We are able to send batches of records from several accounts to Lexis-Nexis at the same time. We receive thousands of records each week with an average value of under \$500 each, so we have found it to be most efficient to place any debt where no number is located, or if we have determined the number to be bad on an existing record, in a HOLD queue to be resubmitted in the hopes of gathering new numbers to contact. We submit the records in the HOLD queue again in a month or two through the automated skip tracing process.

Since we receive thousands of records each week and are constantly submitting files for skip tracing, adding these files back in for multiple passes to find a valid number is quite easy. All phone numbers that are determined to be bad are marked accordingly, so if the same number is located on resubmitting the record for skip tracing; it will not be loaded in our system again.

3. Do you charge for skip tracing?

No, skip tracing is included in our service

Credit Bureau Reporting

1. Does the Agency report (adverse) bad debt account information to the Credit reporting Agencies?

In March of 2015, the 3 major credit reporting agencies reached agreement with the Attorneys General from multiple states (including Illinois) to create the National Consumer Assistance Plan, the result of which states that non-contractual debt would no longer be accepted to place on someone's credit report. The NCAP specifically states that it "Eliminate(s) the reporting of debts that did not arise from a contract or agreement by the consumer to pay, such as traffic tickets or fines." The elimination of credit reporting of these types of debts went into effect in July, 2016

MCSI would be willing to discuss with Willowbrook the possibility of reporting qualified debts to the credit agencies; however, today we no longer report any debt to the 3 major credit reporting agencies.

2. Does the Agency obtain client approval prior to credit reporting an account?

At this time MCSI does not report debts to the 3 major credit reporting agencies, but would be willing to discuss this further if Willowbrook would like to report qualified debts with the credit agencies.

Payments Processing/Handling

1. Describe how payments are processed?

Debtors can call in Monday through Friday from 8:30am-5:00pm (CST) and speak with a collections agent to make a payment. MCSI accepts personal checks, EFT (when a debtor is paying by check over the phone), money orders, cashier's check, and credit card (Visa, Master Card, Amex, and Discover). Debtors can also use the payment stub on the dunning letter to mail in the payment or visit our website and pay by credit card.

Payments can also be made directly to Willowbrook (in which village staff would notify MCSI of receiving a payment via email or phone call). We suggest that a debtor wishing to make a payment at the municipality be allowed; as there is no guarantee that they will make payment arrangements with MCSI after that. The decision to accept payments at the municipality is entirely at the discretion of Willowbrook.

2. Describe the Agency's financial check and balance system.

At the end of each day, MCSI will reconcile all of the payments received through the collections software. This ensures every payment was accurately posted to the appropriate account and that all the payment type totals balance with the amounts listed in the collections software.

3. Does the Agency accept electronic check and credit card payments by telephone and through its website?

Debtors have the option of calling in to make a payment by electronic check or credit card (Visa, Master Card, American Express, or Discover are accepted).

If the debtor is making a payment through the website, they can only make a payment by credit card.

4. Describe the Agency's policy on accepting post-dated checks.

MCSI does allow post-dated checks for the debtor's convenience, provided they have not had any prior payments returned for insufficient funds.

5. Describe how the Agency handles checks returned for insufficient funds (NSF) and disclose whether the Agency's client is charged for collection of the amount of the NSF check.

In the event of a check being returned due to insufficient funds, the payment credit is removed from account and the account balance is returned to the amount before that payment was made.

Moving forward, the debtor is no longer allowed to make a payment by personal check. They must make payments by credit card, cashier's check, or money order.

There is no responsibility on the part of Willowbrook for any NSF checks that are received by MCSI.

Reporting Systems

1. Please describe the standard statistical and financial reports that you provide to your client.

Each month our clients will receive a statement, which shows accounts that have received payments against them. The information provided includes the ticket number(s), how much was paid, and if there is a remaining balance.

The statement will also include the commissions due to MCSI and the amount due to the municipality. A check is included with the statement for the money that was recovered and owed to the municipality.

MCSI can also generate the payment information in an electronic format so that it can be imported into the Village's accounting software if they would prefer to receive the information in this format. We currently provide this electronic file to the Village of Norridge.

MCSI will also provide our clients with a closed report. This report shows any account that has been closed due to the debtor being deceased, requested closed by the client, in bankruptcy, etc.

Additional reports can be generated if needed. Currently MCSI only has 3 clients that have requested additional reports; some are generated monthly, some are quarterly reports. Our collection software is capable of generating a number of reports, however we prefer to review with each customer if additional information is needed and how often. Sample reports have been provided at the end of the RFP.

2. When does the Agency generate reports?

Reports, the statement, and check are generated each month and mailed upon completion. MCSI can also send the reports via email if Willowbrook wishes to have the reports sent that way.

3. Can the Agency generate specialized reports for municipal requirements?

MCSI has many standard reports available, as well as a report writing tool that would allow creating custom reports if they were needed. We can also export data into an Excel format if needed.

4. How often are payments submitted to the Village?

MCSI will make payments on a monthly basis.

5. Are monthly payment remittances paid to the Village on a net or gross basis to the client?

Monthly payment remittances are paid on a net basis. Our fees are deducted from the total amount collected and the funds due to Willowbrook are mailed via check with the statement.

Additional Services Provided:

Driver's License Suspension Monitoring

A debtor with 10 or more parking violations or 5 red-light camera tickets in the same municipality is eligible for DL suspension. MCSI will monitor the number of tickets a debtor has and create the required 45 day warning notice for suspension when the debtor reaches 10 unpaid parking violations or 5 red-light camera violations. The warning notice is sent to the municipality for signature and mailed to the debtor.

If the debt is not satisfied, or if no payment arrangement has been made during the 45 day period, a final suspension notice is prepared and mailed to the municipality for signature and mailing to the Illinois Secretary of State.

If payment arrangements have been made by the debtor, they are required to sign a promissory note for the agreed upon balance and adhere to the established payment plan. MCSI monitors the payment plans and identifies when the suspension should be lifted by the municipality.

Boot and Tow Communications

If a debtor has the specified number of parking violations per city ordinance, if adopted, they are eligible to have their vehicle booted and/or towed. If the Village of Willowbrook has such a program, we recommend communicating with MCSI before booting a vehicle so we can review whether the debtor has agreed to a payment plan. If and when payment arrangements have been made, the municipality should remove the debtor from their boot list.

Bankruptcy Monitoring

MCSI is made aware by the Court of a debtor bankruptcy filing. This account is moved into an inactive status to assure no violation of the automatic stay could occur until the Court has ruled. A Proof of Claim is filed for each Chapter 13 filing to assure the municipality is included in any repayment plan established by the Court. Since Chapter 7 filings cannot contain municipal fines, we notify the attorney for the debtor to remove them from the filing. Once the automatic stay is over and the case has been discharged, we can once again pursue the collection. If a case is dismissed by the Court, we immediately resume our collection effort.

IOC Local Debt Recovery Program

The Illinois Office of Comptroller introduced a program that allows government entities to submit debt to the state that will be offset when funds are available. Some of the ways a debt can be satisfied are through state contracts, state employee payroll, lottery winnings and tax refunds. The majority of debt will be resolved from offsets against tax refunds, which will span over a 3-month period during the typical tax season. MCSI developed software programs that create, update and maintain the data files required by the state. The files are updated accordingly as records change, updated, or deleted from the program. The files are prepared by MCSI, on behalf of our clients; we are working with a number of municipalities in Illinois today. This

service is provided under a special commission structure for MCSI clients that wish to participate in the IOC Local Debt Recovery Program (LDRP).

The IOC program requires data to be updated weekly, therefore manually creating and maintaining these files can be a laborious task for a municipality. The majority of municipalities we work with have told us they do not employ a person that has the technical expertise to create and maintain the various files. MCSI's programs were developed to highly automate creating and updating files (adding new clients, new debt, removing paid accounts, updating partial payments, etc.) so a municipality is only responsible for sending files to the State and sending files back to MCSI so the collection software can be updated.

MCSI has over 40 of our clients participating in the LDRP to increase their returns on the debts they have listed in collections. When the LDRP is used in conjunction with MCSI's collections services, the returns generated are significantly higher when compared to a municipality that does not utilize the LDRP. The choice to enroll in the program is entirely up to the municipality and if they feel it is beneficial.

If the Village of Willowbrook is interested in utilizing the LDRP in conjunction with MCSI's services, please send an email to the link provided below indicating the Willowbrook would like to learn more about the program. The Comptroller's Office will have an Account Manager contact the village to discuss the program and the steps required for enrollment.

LDRPHelpDesk@illinoiscomptroller.gov

5. Experience

Village of Wheeling - Client since 2015 (Enrolled in the IOC – LDRP)
2 Community Boulevard
Wheeling, IL 60090
Contact: Brian Smith, Asst. Director of Finance
(847) 499-9022
bsmith@wheelingil.gov

Collection services provided (recovery rate in parenthesis):

Parking (39.47%)
Local Ordinance (12.3%)
Red Light – RedSpeed (26.88%)
Water (44.86%)
Miscellaneous Municipal Debts (23.24%)

Village of Addison - Client since 2008 (Enrolled in the IOC – LDRP)
3 Friendship Plaza
Addison, IL 60101
Contact: Roseanne Benson, Finance Director
(630) 693-7561
RBenson@addison-il.org

Collection services provided (recovery rate in parenthesis):

Parking (34.86%)
Local Ordinance (15.33%)
Red Light – RedSpeed (28.53%)

Village of Algonquin - Client since 2017 (Enrolled in the IOC – LDRP)
2200 Harnish Drive
Algonquin, IL 60102
Contact: Susan Skillman, Comptroller
(847) 658-2700
sskillman@algonquin.org

Collection services provided (recovery rate in parenthesis):

Parking (43.29%)
Local Ordinance (28.34%)
Water (44.62%)

Village of Bellwood - Client since 2003 (Enrolled in the IOC – LDRP)

3200 Washington Boulevard
Bellwood, IL 60104
Contact: Peter Tsiolos, Village Attorney
(708) 547-4045
ptsiolis@strategiccpm.us

Collection services provided (recovery rate in parenthesis):

Building Code (17.98%)
Parking (29.07%)
Local Ordinance (40.18%)
Red Light - Redflex & RedSpeed (30.64%)

Village of La Grange – Client since 2013 (Not participating in the IOC – LDRP)

304 W. Burlington Avenue
La Grange, IL 60525
Contact: Police Chief Kurt Bluder
(708) 579-2333
kbluder@villageoflagrange.com

Collection services provided (recovery rate in parenthesis):

Parking (21.64%)

Additional Illinois Clients:

Berkeley, Bradley, Burbank, Calumet Park, Cary, Charleston, Countryside, DuPage Housing Authority, Elmhurst, Evergreen Park, Forest Park, Freeport, Hillside, Kankakee, LaGrange Park, Lakemoor, Lisle, McHenry, Norridge, North Riverside, Northbrook, Oak Brook, Oswego, Park Forest, Richton Park, Steger, Wood Dale, Woodridge, and Yorkville.

9. Proposed Compensation

There are 2 different pricing structures outlined below for the Village of Willowbrook. There is not a separate pricing proposal for debts that are recovered through legal proceedings provided, as pursuing municipal debts through legal proceedings has not proven to be cost effective. If there are debts that Willowbrook wishes to explore legal proceedings, MCSI would be happy to discuss the costs associated in pursuing that avenue.

The first option is a standard commission based model and the other option is if Willowbrook adds the cost of collections into the debt when they are sent to MCSI. Both options do not require any money upfront...MCSI is only compensated after a payment is received.

Commission Based Compensation

For any debt that is submitted to MCSI that does not have the collection fee added to it, MCSI proposes a commission rate of 28%. This would apply to any payments made at the village or to MCSI.

Under this structure Willowbrook will receive 72% of any money collected and MCSI will receive the remaining 28%.

If Willowbrook elects to enroll in the Local Debt Recovery Program (LDRP), and have MCSI provide the data file management, there is a reduced commission of 14% for any payments received through the LDRP.

Willowbrook will receive 86% and MCSI would receive 14%.

Adding Cost of Collections into the Debts

If Willowbrook elects to include the cost of collections in the debt, MCSI recommends adding a 28% fee to each debt when it is turned over for collections. This would allow Willowbrook to recover the full value of the debt prior to it being placed with the collection agency. There is not a reduced commission for debts that have the fee added to them, as it is the debtor who is incurring the cost.

Sample ordinance language has been provided in Sample Documentation/Reports tab of the RFP

Since the village is not currently adding the cost of collections into their debts, we have provided sample ordinance language that has been used by other MCSI clients so they could begin adding the cost of collections into their debts.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
017.021506

The person, firm, or corporation whose name appears on this certificate has complied with
the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized
to engage in the activity as indicated below:

EXPIRES
05/31/2021

LICENSED COLLECTION AGENCY



MUNICIPAL COLLECTION SERVICES INC
7330 W COLLEGE DR STE 108
PALOS HEIGHTS, IL 60463-1186



Bryan A. Schneider

BRYAN A. SCHNEIDER
SECRETARY

JESSICA BAER
DIRECTOR

The official status of this license can be verified at www.idfpr.com

13003719

Cut on Dotted Line

For future reference, IDFPR is now providing each person/business
a unique identification number, 'Access ID', which may be used in
lieu of a social security number, date of birth or FEIN number when
contacting the IDFPR. Your Access ID is: 474782



Collection Contract

Leroy Hansen
Village Clerk
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attached is an agreement for the Village of Willowbrook's consideration in regards to Municipal Collection Services, Inc. (MCSI) providing collection services. Please contact me if you any questions.

To execute, please make two copies of this agreement, sign and date both copies and return to MCSI. We will execute by signing both, return a copy to Willowbrook and retain one copy on file here.

We appreciate the Village of Willowbrook considering our collection services and look forward to serving your needs in the future should the decision be to contract with MCSI.

Sincerely,

Tom Knoll
Account Manager

**Collections Contract
For
Collection Services**

WITHIN THE

Village of Willowbrook, IL

PRESENTED ON: 2/11/2020

(If not accepted, Offer expires in 60 days)

PRESENTED BY:

Municipal Collection Services, Inc.
7330 College Drive, Suite 108
Palos Heights, IL 60463
(708) 448-6669 FAX 448-1749

MUNICIPAL COLLECTION SERVICES, INC.

AGREEMENT, made this ____ day of _____, 20____ by and between Municipal Collection Services Incorporated, an Illinois corporation (hereinafter referred to as MCSI), and the Village of Willowbrook, Illinois (hereinafter referred to as THE MUNICIPALITY).

WITNESSETH

WHEREAS, MCSI is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, THE MUNICIPALITY wishes to list certain debts owed to THE MUNICIPALITY with MCSI for collection, and;

WHEREAS, MCSI possesses the personnel, experience, expertise and equipment to effectively aid the MUNICIPALITY in collecting its debts through an effective collection process and court actions, if necessary.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

1.00 DEBTS LISTED FOR COLLECTION

1.01 THE MUNICIPALITY agrees that all of its unpaid fines for municipal violations which have been issued and processed pursuant to its administrative adjudication system where “determination orders” or “findings, decisions, and orders” have been entered by THE MUNICIPALITY, will be listed for collection with MCSI. THE MUNICIPALITY may list other debts or fines for collection with MCSI, during the term of this Agreement, and any fines or other debts listed for collection shall be hereinafter collectively referred to as “DEBTS”.

1.02 THE MUNICIPALITY agrees that the DEBTS will be collected and administered pursuant to all of the terms and conditions contained in this Agreement.

1.03 All DEBTS will be forwarded to MCSI, using the forms and procedures that are designated by MCSI, from time-to-time.

1.04 Upon request of MCSI, THE MUNICIPALITY will provide certified copies of documents necessary for use of MCSI in collection of the DEBTS. THE MUNICIPALITY and MCSI agree that in order for MCSI to effectively collect the DEBTS and provide accurate records of collection activity, to THE MUNICIPALITY, including, but not limited to, amounts collected, accounts closed, and other dispositions of DEBTS; MCSI requires access to THE MUNICIPALITY'S administrative adjudication database. THE MUNICIPALITY hereby agrees to allow MCSI such access, subject to reasonable security measures.

1.05 MCSI will acknowledge receipt of any DEBTS listed for collection within five days after receipt by MCSI.

2.00 COLLECTION OF DEBTS

2.01 MCSI agrees to use its best efforts and any lawful means, which in its sole judgment and discretion, that it believes will result in the collection of DEBTS.

2.02 MCSI will pursue court action to obtain/perfect civil judgments, when in its sole judgment and discretion, it believes, that such actions are advisable and will aid in collection of the DEBTS. THE MUNICIPALITY will provide any additional documents which may be necessary for such court action, and will cooperate with MCSI, as necessary, to pursue court action.

2.03 In compliance with Illinois law, no DEBT will be referred to an attorney for court action without five days prior written notice to THE MUNICIPALITY of MCSI's intention to do so.

2.04 If requested by THE MUNICIPALITY, and in its efforts to collect DEBTS, MCSI will assist THE MUNICIPALITY in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). MCSI, or its designated technology partner, will prepare and, if allowed to do so by the IOC, will perform the weekly upload of the "add", "change" and "delete" files.

3.00 COMPENSATION

3.01 No fees will be payable to MCSI by THE MUNICIPALITY until such time as any money is collected on a DEBT(s). THE MUNICIPALITY may add a collection fee of twenty-eight percent (28%) to each DEBT listed for collection, and said collection fee shall be included as a part of the DEBT.

3.02 At such time as any money is collected, MCSI shall be paid as follows:

For debts where a collection fee has not been added:

- 3.02.1** MCSI will be entitled to any costs awarded by a court in the collection of DEBTS. If no additional expense amount is awarded for such costs, this Section 3.02.1 will not apply.
- 3.02.2** Twenty-eight percent (28%) of the balance of the amount collected on each DEBT, unless the payment is received from the IOC.
- 3.02.3** MCSI's fee for any services relating to the Local Debt Recovery Program and for DEBTS collected through the IOC shall be fourteen percent (14%) of the amount received by THE MUNICIPALITY.

For debts where a collection fee has been added:

- 3.02.4** twenty-one and 87/100 percent (21.87%) of the balance of the amount collected on each DEBT.
- 3.02.5** MCSI's fee for any services relating to the Local Debt Recovery Program and for DEBTS collected through the IOC shall be twenty-one and 87/100 percent (21.87%) of the amount received by THE MUNICIPALITY.

4.00 COLLECTION AND PAYMENT

4.01 MCSI shall have the exclusive right to collect the DEBTS until such time as it chooses, in its sole direction, to return any DEBT to THE MUNICIPALITY. Any inquiries received by THE MUNICIPALITY concerning any DEBT; including attempts to make payments thereon, shall be referred at the earliest possible time to MCSI.

4.02 MCSI will deposit any money collected in a separate bank trust account established for that purpose.

4.03 After deduction of its fees, and costs allowable by this Agreement, MCSI will forward to THE MUNICIPALITY, its share of any amounts collected. Remittance to THE MUNICIPALITY will be made by the 17th of the month for any amounts collected by the last day of the preceding month.

4.04 In the event that any funds are paid to, or collected by THE MUNICIPALITY on any DEBTS, THE MUNICIPALITY will report such collections to MCSI daily for accounting under this Section, and MCSI may deduct its fees and allowable costs, on those DEBTS, from the amount that would otherwise be due to THE MUNICIPALITY under Section 4.03.

5.00 SETTLEMENT OF DEBTS

5.01 THE MUNICIPALITY hereby authorizes MCSI to compromise, or reach negotiated settlements on any DEBT. However, unless otherwise authorized by THE MUNICIPALITY in writing, any such settlement shall be in conformance with the minimum amounts set forth herein. The parties agree that no DEBT will be settled, negotiated or compromised for less than fifty percent (50%) of the amount due, unless mutually agreed upon, in writing, between MCSI and THE MUNICIPALITY.

5.02 Should THE MUNICIPALITY make any settlement or otherwise take any action in derogation of MCSI's exclusive right to collect DEBTS, then MCSI shall be entitled to payment of its fee in full, as delineated in this Agreement, based on the full amount of the DEBT, as listed.

6.00 INDEMNIFICATION

6.01 MCSI agrees to indemnify and hold THE MUNICIPALITY harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions of the officers, agents, servants or employees of MCSI during the term of this Agreement. Conversely, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions, of THE MUNICIPALITY, its officers, agents, servants or employees.

6.02 Further, THE MUNICIPALITY warrants and represents to MCSI that any Debt listed for collection will be a legal and valid debt owed to THE MUNICIPALITY, that has not been discharged in bankruptcy. THE MUNICIPALITY also warrants and represents that it will immediately notify MCSI of any notice of bankruptcy received relative to any DEBT and that it will also immediately inform MCSI of any payments of DEBTS received by THE MUNICIPALITY. In addition to the indemnities listed above, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorneys' fees occasioned by claims or suits under the

Federal "Fair Debt Collection Practices Act", the Illinois "Collection Agency Act", the Federal Bankruptcy Code, or any other similar consumer protection law, due to the breach of these warranties and representations.

7.00 TERM

7.01 The term of this Agreement is for a period of 36 months from the date first written above ("Initial Period"). However, this Agreement shall continue, under the same terms and conditions, for additional periods of 12 months ("Extension Period(s)") unless either party gives written notice to the other, at least 60 days prior to the end of the Initial Period or any Extension Period, that the party is terminating this Agreement at the end of the Initial Period or the then current Extension Period.

7.02 Notwithstanding a notice of termination given by either party, THE MUNICIPALITY's obligation to list DEBTS with MCSI for collection shall continue until the termination of this Agreement.

7.03 In the event of termination of this Agreement by either party, MCSI shall retain its exclusive right to collect any DEBTS listed prior to the end of this Agreement, until such time as it elects to return any such DEBTS to THE MUNICIPALITY, as provided under the terms of this Agreement; and the terms of this Agreement shall remain in full force and effect with respect to collection by MCSI of these retained DEBTS.

7.04 At least once per year, MCSI will return to THE MUNICIPALITY such DEBTS which it determines, in its sole judgment and discretion, to be uncollectible.

8.00 NOTICES

8.01 Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated, notices shall be sent as follows:

If to MCSI: Municipal Collection Services, Inc.
7330 College Drive, Suite 108
Palos Heights, Illinois 60463

If to THE MUNICIPALITY: Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

9.00 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This Agreement may only be altered or modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first above written.

**VILLAGE of WILLOWBROOK, IL
MUNICIPALITY**

By:

Village Administrator/Mayor (PRINT)

Village Administrator/Mayor (SIGNATURE)

Attested:

Clerk (PRINT)

Clerk (SIGNATURE)

Date: _____, 20 _____

**MUNICIPAL COLLECTION SERVICES, INC.
An Illinois Corporation**

By:

Matthew C. Regan
Chief Executive Officer (PRINT)

Chief Executive Officer (SIGNATURE)

Attested:

Frank Regan
Secretary (PRINT)

Secretary (SIGNATURE)

Date: _____, 20 _____

PO Box 327
Palos Heights, IL 60463-0327

Municipal Collection Services, Inc.
(844) 627-2658

| | | | |
|---|----------------------|--|-----------------------------|
| CHECK CARD USING FOR PAYMENT | | <input checked="" type="checkbox"/> VISA | <input type="checkbox"/> MC |
| CARD NUMBER PLUS 3 DIGIT SECURITY CODE (on back of card) | | EXP. DATE | |
| CARDHOLDER NAME | CARDHOLDER SIGNATURE | AMOUNT | |
| ADDRESS, CITY, STATE AND ZIP REQUIRED | | PHONE | |
| IF PAYING BY CREDIT CARD, ENTER ALL THE ABOVE INFORMATION. | | | |

John A Sample
1234 Anystreet
Anytown, CA 90001-1234

Municipal Collection Services, Inc.
PO Box 327
Palos Heights, IL 60463-0327

Client: VILLAGE OF BELLWOOD RS, Ticket #: 001700100110461100, Date of Ticket: 07/23/10

PLEASE DETACH UPPER PORTION AND RETURN WITH PAYMENT

The debt listed has been referred to us for collection by our client, VILLAGE OF BELLWOOD RS. Your account is listed as delinquent with a total amount due of \$200.00.

To prevent further collection efforts please remit the balance due.

To make a payment online go to www.mcsipayments.com. You must register prior to making a payment. Use your full 10 digit account number 0000001035, including all leading zeroes. To validate your account, select Client Ref No and enter your Ticket # 001700100110461100. There is a \$4.00 convenience charged for payments made via debit and credit cards.

Unless you notify this office within 30 days after receipt of this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

Desire Smith

Account Representative

| Statement Date | Account | Amount |
|----------------|------------|----------|
| 04/05/2016 | 0000001035 | \$200.00 |

Federal law requires that we inform you that this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

To make payment by phone call (844) 627-2658.

Municipal Collection Services
 PO Box 327
 Palos Heights, IL 60463
 708-448-6669

1

Invoice # 010907
 09/30/17

No. 138

MCSI
 VILLAGE OF ANYTOWN
 ATTN: FINANCE DIRECTOR
 123 MAIN ST.
 ANYTOWN, IL 12345

| Date | Name / Ref No. | Sts | COLLECTIONS | | Our Comm | Remain Balance | Net Amt Due |
|-------|-------------------------------|-----|-------------|-------|-------------|-------------------|----------------|
| | | | Pd You | Pd Us | | | |
| 09/20 | MCDONALD, DANIEL TICKET01 | SIF | 150.00 | | 22.50 | | 22.50 |
| 09/01 | REGAN, MATTHEW TICKET02 | PDC | | 50.00 | 16.50 | 50.00 | 33.50- |
| 09/08 | KNOLLS, THOMAS TICKET03 | PIF | | 50.00 | 16.50 | | 33.50- |
| 09/20 | REGAN, FRANK TICKET04 | IOC | 190.00 | | 28.50 | 10.00 | 28.50 |
| 09/20 | BUDZINSKI, DESIRI TICKET05 | IOC | 10.00 | | 1.50 | | 1.50 |
| 09/20 | ARAIZA, KAEWA TICKET 06 | IOC | 37.00 | | 5.55 | 163.00 | 5.55 |
| 09/07 | CZERNIK, DEBBI TICKET 07 | IOC | 86.45 | | 12.96 | 113.55 | 12.96 |
| | *SubTotals* | | 473.45 | | 104.01 | | 4.01 |
| | *SubTotals* | | 100.00 | | | ===== | ===== |
| | | | | | | 4.01 | |

| | | |
|--------------------------|-------|--------|
| 09/05 Payment Thank You: | 77.25 | 77.25 |
| | ===== | ===== |
| Total Client A/R | | 77.25- |
| Total Transactions | | 4.01 |
| | ===== | ===== |
| Total Net | | 73.24- |

Gross Collections This Cycle.....\$573.45

Check No. 010159 Enclosed.....\$73.24



Municipal Collections Services, Inc.
P.O. Box 327
Palos Heights, IL 60463

**CLOSED
STATEMENT**

Parking Tickets

2/1/2019 – 2/29/2019

VILLAGE OF MYTOWN
JOHN DOE
7330 COLLEGE DRIVE
MYTOWN, IL 60000

| Date | Name | Ref No. | Status | Assigned Date | Assigned | Collected |
|----------------|------------------|---------|------------------|---------------|-----------------|-----------------|
| 02/03 | ASHE, BRIAN | 463330 | SETTLED IN FULL | 01/20/2012 | 250.00 | 185.00 |
| 02/23 | ATKINS, JANE | 457697 | PAID IN FULL | 10/20/2011 | 250.00 | 250.00 |
| 02/15 | BAKER, BETTY | 426605 | SETTLED IN FULL | 12/14/2011 | 250.00 | 200.00 |
| 02/24 | HARTFORD, DANIEL | 441266 | PAID IN FULL | 08/25/2011 | 250.00 | 250.00 |
| 02/01 | HEARST, JOHN | 456078 | CLOSE PER CLIENT | 01/20/2012 | 125.00 | 00 |
| 02/01 | JAMES, ADAM | 481207 | PAID IN FULL | 12/14/2011 | 250.00 | 250.00 |
| 02/10 | MACKEY, BRITTANY | 401892 | PAID IN FULL | 12/14/2011 | 250.00 | 250.00 |
| 02/06 | MCPHERE, CARLA | 463954 | PAID IN FULL | 06/10/11 | 250.00 | 250.00 |
| 29 | MEEKER, RYAN | 425113 | PAID IN FULL | 08/28/2011 | 250.00 | 250.00 |
| 2/17 | ROLLINS, ANGEL | 478960 | PAID IN FULL | 03/09/2011 | 250.00 | 250.00 |
| 02/20 | STORIES, STEVE | 493561 | PAID IN FULL | 01/20/2012 | 75.00 | 75.00 |
| 02/02 | WESTLY, DONALD | 436655 | PAID IN FULL | 01/20/2012 | 25.00 | 25.00 |
| Totals: | 12 | | | | 2,475.00 | 2,235.00 |



Municipal Collections Services Inc.
 P.O. Box 327
 Palos Heights, IL 60463

VILLAGE OF MYTOWN
 JOHN SMITH
 7330 COLLEGE DRIVE
 ANYTOWN, IL 60000

ACTIVITY STATEMENT

02/01/2012 - 02/29/2012

Parking Tickets

MYPT02

| Date | Name | Ref No. | Sts | Pd You | Pd Us | Our Comm | Balance | Net Amt |
|----------------|---------------|---------|-----|----------------|----------------|----------------|----------------|----------------|
| 02/28 | CREW, SAM | P22098 | PIF | 250.00 | | 87.50 | | 87.50 |
| 02/28 | CREW, SAM | P22846 | PIF | 250.00 | | 87.50 | | 87.50 |
| 02/28 | CREW, SAM | P22884 | PIF | 250.00 | | 87.50 | | 87.50 |
| 02/17 | DEELS, GEORGE | P23497 | PTP | | 40.00 | 14.00 | 50.00 | 26.00- |
| 02/27 | DONN, MARK | C28476 | PIF | 135.00 | | 47.25 | | 47.25 |
| 02/15 | FERN, GRACE | P40213 | PPI | | 235.00 | 82.25 | 15.00 | 152.75- |
| 02/17 | GALLEY, GILL | P16289 | PIF | 250.00 | | 87.50 | | 87.50 |
| 02/19 | GALLEY, GILL | P29916 | PIF | | 250.00 | 87.50 | | 162.50- |
| 02/15 | GARTH, GAIL | P19590 | PIF | | 55.00 | 19.25 | | 35.75- |
| 02/09 | GOLLAM, BARB | 17348 | HOT | | 22.23 | 11.12 | 142.05 | 11.11- |
| 02/09 | GOLLAM, BARB | P19518 | HOT | | 22.22 | 7.78 | 142.06 | 14.44- |
| 09 | GOLLAM, BARB | P25100 | HOT | | 22.22 | 7.78 | 142.06 | 14.44- |
| 02/09 | GOLLAM, BARB | P27961 | HOT | | 22.22 | 7.78 | 142.08 | 14.44- |
| 02/09 | GOLLAM, BARB | P92584 | HOT | | 22.22 | 7.78 | 142.08 | 14.44- |
| 02/09 | GOLLAM, BARB | P26524 | HOT | | 22.22 | 7.78 | 227.78 | 14.44- |
| 02/09 | GOLLAM, BARB | P44156 | HOT | | 22.22 | 7.78 | 227.78 | 14.44- |
| 02/20 | HARRY, TINA | 15408 | SIF | | 185.00 | 92.50 | 65.00 | 92.50- |
| 02/20 | HARRY, TINA | 16418 | SIF | | 185.00 | 92.50 | 65.00 | 92.50- |
| 02/27 | HEARNS, LUCY | 14982 | PPI | | 13.34 | 6.67 | 158.32 | 6.67- |
| 02/27 | HEARNS, LUCY | P17509 | PPI | | 13.33 | 4.67 | 158.34 | 8.66- |
| 02/27 | HEARNS, LUCY | P12919 | PPI | | 13.33 | 4.67 | 158.34 | 8.66- |
| 02/02 | KORRY, FANNY | P26444 | PPI | | 100.00 | 35.00 | 20.00 | 65.00- |
| 02/15 | LODDER, ROSE | P22122 | PTC | 62.50 | | 21.88 | 62.50 | 21.88 |
| 02/15 | LODDER, ROSE | P22740 | PTC | 62.50 | | 21.88 | 62.50 | 21.88 |
| 02/20 | OLSEN, BARB | P24954 | PDC | | 100.00 | 35.00 | 20.00 | 65.00- |
| 02/06 | PINE, MARCUS | P29568 | PTP | | 25.00 | 8.75 | 210.00 | 16.25- |
| 02/23 | REYES, RYAN | P22495 | SIF | | 185.00 | 64.75 | 65.00 | 120.25- |
| 02/10 | ROOKS, GEORGE | P16012 | PIF | | 250.00 | 87.50 | | 162.50- |
| Totals: | | | | 1260.00 | 1805.55 | 1133.82 | 2275.89 | 671.73- |

ACT - ACTIVE ACCOUNT
 DEC - DECEASED
 DIS - DISPUTED ACCOUNT
 HLD - HOLD/CLIENT REQUEST
 HOT - STRONG MONEY WORKING
 INC - INCARCERATED
 MGR - MANAGER REVIEW/DESK
 NEW - NEW ACCOUNT
 NSF - NONSUFFICIENT FUNDS
 Y - PAYING ON ACCT
 > - POST DATED CHECK/CARD

PPI - PAYMENT PLAN INITIATED
 PPP - PROMISE PMT IN FULL
 PTP - PROMISED TO PAY PARTIAL
 SIF - SETTLED IN FULL
 SK1 - NEW BUS SKIPTRACE
 SKA - SKIPTRACE ACCURINT
 SKC - SKIPTRACE CBC
 SKM - SKIPTRACE MERLIN
 SKP - SKIPTRACING FOR LOCATION
 SPA - SPANISH ACCOUNT-
 SPP - SIF PROMISE PENDING

Gross Collections: \$3,065.55
Previous Balance Forward: \$0.00

Total Net: (\$671.73)

| | | | |
|---------------------------|----------|---------------------------|--------|
| Our Check Enclosed For | \$671.73 | Please Remit To Agency | \$0.00 |
|---------------------------|----------|---------------------------|--------|

ORDINANCE NO.11-09-03

**AN ORDINANCE AMENDING SECTION 1-4-1
OF THE VILLAGE CODE
REGARDING PENALTIES AND COLLECTIONS**

WHEREAS, the Village of Round Lake Beach is a home rule municipality under the Illinois Constitution of 1970;

WHEREAS, the Village is authorized to assess fines for violations of the Municipal Code;

WHEREAS, the Village has found that a great number of people do not pay their fines which has resulted in the Village referring past due matters to collections agencies;

WHEREAS, collections agencies charge the Village a fee for their services;

WHEREAS, the Village desires to pass the fees of the collections agencies on to the person who is responsible for paying the fine or penalties;

WHEREAS, it is in the best interests of the Village to pass the fee of the collection agency on to the individuals.

NOW THEREFORE, BE IT ORDAINED BY THE Mayor and Board of Trustees of the Village of Round Lake Beach, Lake County, Illinois in the exercise of its home rule powers as follows:

Section 1: The above stated recitals are incorporated herein by reference.

Section 2: Section 1-4-1 of the Village Code is hereby repealed and replaced as follows:

Sec. 1-4-1. – General penalty and collection of fines, charges, penalties or payments.

A. Any person convicted of a violation of any section or provision of this Code, where no other penalty is set forth, shall be punished by a fine not to exceed \$1,500.00 for any one offense, or by imprisonment in the village or county jail for a period of not more than six months, or by both such fine and imprisonment. Any persons violating any provision of this Code who are under the age of 17 on the date of the occurrence will be subject only to the fine provision of this section and not incarceration.

B. Whenever any fine, charge, penalty or payment is due pursuant to any provision in this Code and is not paid after the village sends, mails or otherwise delivers notice (unless a different period is stated elsewhere in this Code) to the person responsible for such fine, charge, penalty or payment (the "Responsible Person"), the village may transfer such fine, charge, penalty or payment to a collection agency of the village's choosing. Any such collection agency shall, for purposes of collection of such fine, charge, penalty or payment, be deemed an agent of the village. All costs incurred by the village for the collection of any fines, charges, penalties or payments transferred to

any such collection agency shall be assessed against the Responsible Person as an additional fine, charge, penalty or payment, subject to any applicable statutory limits.

Section 3: If any part of this Ordinance is found and determined to be invalid, the invalid portion shall be stricken herefrom and the remainder shall be in full force and effect.

Section 4: All ordinances in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

Section 5 This Ordinance shall be in full force and effect from and after its passage and approval.

Passed this 26 day of September, 2011.

AYES: 6 (Trustees Valadez, Armstrong, Smith, Butler, Mount & Mattingly)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

VILLAGE OF ROUND LAKE BEACH

Richard H. Hill
Richard H. Hill, Mayor

ATTEST:

Margaret Cleveland
Margaret Cleveland, Clerk



FINANCE & ADMINISTRATION COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

| AGENDA ITEM DESCRIPTION | COMMITTEE REVIEW |
|---|--|
| Comparable Community Salary Survey & Village Pay Structure | <input checked="" type="checkbox"/> Finance/Administration <input type="checkbox"/> Municipal Services <input type="checkbox"/> Public Safety |
| | Meeting Date: 7/13/20 |
| <input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) <input type="checkbox"/> Seeking Feedback <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) <input type="checkbox"/> Regular Report <input type="checkbox"/> Report/documents requested by Committee | |
| | BACKGROUND |
| | <p>Staff was directed to conduct a non-sworn employee salary survey as a part of FY 20/21 budget discussions and for future consideration. This report was presented to the Village Board at the May 11, 2020 meeting.</p> <p>Two salary surveys were conducted, the first using seven towns (presented 5/11) and a second using twelve (presented 6/8). The survey results indicate that the Village of Willowbrook is under the average salary ranges in most categories. Additionally, most of the comparable communities gave both a pay raise and a range adjustment (referred to as inflation, COLA, or simple adjustment) at a higher percentage rate as their goal is to have employees top out in 7-10 years (Willowbrook currently uses 15 years). It should also be noted that in most communities, all employees receive the inflation / COLA adjustment, except for those that are at the top of their range.</p> <p>Staff presented comparable community results and possible pay plans based on a 9-year step plan to the Finance and Administration Committee on June 8, 2020. Feedback was solicited from the Committee including whether the Village should remain at the 60th percentile, what number of years to use to reach the top of a range, and methodology for bracket development.</p> <p>Staff has incorporated that feedback as follows:</p> <ul style="list-style-type: none"> • Use a 9-year step to reach the maximum of the range (as presented June 8) • Use a 10% differential between grades (as presented June 8) • Incorporate 15 grades into the pay plan (as presented June 8) • Use a fixed increase each year to reach the maximum at Year 9 (as presented June 8) • Use the 60th percentile of the comparable community surveys to place Willowbrook's existing positions into a grade (NEW) |
| | STAFF RECOMMENDATION |
| | <p>For discussion and Board direction purposes, staff would like to address the following issues:</p> <ol style="list-style-type: none"> 1. Direction on further modification to the pay plan presented above. 2. Direction on initial placement of current employees. 3. Direction on movement once the top of a range is reached. 4. Direction on development of a process to reward star performers, i.e. additional percentage, or bonus; Administrator recommends to Board for approval? |

June 2020 Salary Survey - 7 & 12 Town Surveys

| Position | Minimum Avg. | Midpoint Avg. | Maximum Avg. | WB Current Salary |
|--|--------------|---------------|--------------|--------------------|
| Village Administrator | | | | |
| Willowbrook | \$ 122,937 | \$ 148,012 | \$ 173,087 | \$ 165,000 |
| 60th % - 7 town | \$ 137,420 | \$ 185,796 | | |
| 60th % - 12 town | \$ 136,412 | \$ 191,213 | | |
| Assistant Village Administrator | | | | |
| Willowbrook | \$ 91,750 | \$ 107,060 | \$ 122,369 | \$ 127,000 |
| 60th % - 7 town | \$ 102,948 | \$ 144,935 | | |
| 60th % - 12 town | \$ 110,885 | \$ 152,048 | | |
| Police Chief | | | | |
| Willowbrook | \$ 100,586 | \$ 120,781 | \$ 136,937 | \$ 123,974 |
| 60th % - 7 town | \$ 113,050 | \$ 155,648 | | |
| 60th % - 12 town | \$ 112,958 | \$ 155,648 | | |
| Director of Finance | | | | |
| Willowbrook | \$ 100,586 | \$ 118,762 | \$ 136,937 | \$ 134,666 |
| 60th % - 7 town | \$ 107,224 | \$ 155,147 | | |
| 60th % - 12 town | \$ 107,224 | \$ 155,147 | | |
| Deputy Police Chief | | | | |
| Willowbrook | \$ 91,750 | \$ 107,060 | \$ 122,369 | \$ 115,825 |
| 60th % - 7 town | \$ 98,286 | \$ 136,760 | | |
| 60th % - 12 town | \$ 97,968 | \$ 138,137 | | |
| Building Dept Head | | | | |
| Willowbrook | \$ 75,637 | \$ 86,317 | \$ 96,997 | \$ 94,648 |
| 60th % - 7 town | \$ 101,934 | \$ 142,036 | | |
| 60th % - 12 town | \$ 97,083 | \$ 131,401 | | |
| Supt Public Works | | | | |
| Willowbrook | \$ 75,637 | \$ 86,317 | \$ 96,997 | \$ 85,000 |
| 60th % - 7 town | \$ 104,390 | \$ 146,371 | | |
| 60th % - 12 town | \$ 104,669 | \$ 148,782 | | |
| PW Foreman | | | | |
| Willowbrook | \$ 65,402 | \$ 77,607 | \$ 89,812 | \$ 73,943 |
| 60th % - 7 town | \$ 75,327 | \$ 105,198 | | |
| 60th % - 12 town | \$ 74,422 | \$ 105,124 | | |
| Exec Sec Dep Clerk | | | | |
| Willowbrook | \$ 54,936 | \$ 66,032 | \$ 77,127 | \$ 55,342 |
| 60th % - 7 town | \$ 58,797 | \$ 79,047 | | |
| 60th % - 12 town | \$ 57,904 | \$ 79,047 | | |
| Payroll,AP,Cash Deposit | | | | |
| Willowbrook | \$ 48,923 | \$ 58,328 | \$ 67,732 | \$ 60,000 |
| 60th % - 7 town | \$ 51,500 | \$ 70,782 | | |
| 60th % - 12 town | \$ 51,500 | \$ 70,782 | | |
| Maintenance Worker | | | | |
| Willowbrook | \$ 48,923 | \$ 58,328 | \$ 67,732 | \$ 52,009-\$55,224 |
| 60th % - 7 town | \$ 53,068 | \$ 83,269 | | |
| 60th % - 12 town | \$ 53,084 | \$ 78,790 | | |
| Police Sec Accreditation | | | | |
| Willowbrook | \$ 54,936 | \$ 66,032 | \$ 77,127 | \$ 56,279 |
| 60th % - 7 town | \$ 60,203 | \$ 84,408 | | |
| 60th % - 12 town | \$ 60,203 | \$ 84,408 | | |
| PW Sec Water Billing | | | | |
| Willowbrook | \$ 44,403 | \$ 53,612 | \$ 62,821 | \$ 51,333 |
| 60th % - 7 town | \$ 49,006 | \$ 66,442 | | |
| 60th % - 12 town | \$ 49,987 | \$ 67,356 | | |
| Police Secretary | | | | |
| Willowbrook | \$ 44,403 | \$ 53,612 | \$ 62,821 | \$ 57,550-\$60,258 |
| 60th % - 7 town | \$ 49,006 | \$ 66,745 | | |
| 60th % - 12 town | \$ 48,876 | \$ 65,658 | | |
| Building & Zoning Sec. | | | | |
| Willowbrook | \$ 44,403 | \$ 53,612 | \$ 62,821 | \$ 45,631 |
| 60th % - 7 town | \$ 46,869 | \$ 64,443 | | |
| 60th % - 12 town | \$ 53,546 | \$ 64,945 | | |

Comparable Communities:

7 Town: Darien, Itasca, Warrenville, Westmont, Winfield, Wood Dale, Woodridge

12 Town: Darien, Itasca, Warrenville, Westmont, Winfield, Wood Dale, Woodridge, Burr Ridge, Clarendon Hills, Hinsdale, LaGrange Park, Oak Brook

*Willowbrook ranges presented on this schedule are from FY 2019-20

VILLAGE OF WILLOWBROOK NON-UNION EMPLOYEE - 9 YEAR STEP PLAN

**COMPARABLE COMMUNITIES - 60% PERCENTILE
10% INCREASE BETWEEN PAY GRADES (15 GRADES)
LEVEL ANNUAL PAY INCREASES IN DOLLARS**

| Pay Grade | Position | Diff Between Grades | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 1-9 | | Year 10-19 | | Years in Current Position | |
|-----------|--|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--------------|-------------|------------------------------------|----------------------------|---------------------------|----------------------------------|
| | | | | | | | | | | | | Total Change | Annual Inc. | Community - 7 Town Ranges (60th %) | Comparable Ranges (60th %) | Current Salary (5/1/2019) | Current Plan Steps 20/21 Ranges* |
| 1 | | | 37,190 | 39,256 | 41,322 | 43,388 | 45,455 | 47,521 | 49,587 | 51,653 | 53,719 | 16,529 | 2,066 | | | | DON'T CURRENTLY HAVE |
| 2 | | 3,719 | 40,909 | 43,182 | 45,455 | 47,727 | 50,000 | 52,273 | 54,545 | 56,818 | 59,091 | 18,182 | 2,273 | | | | DON'T CURRENTLY HAVE |
| 3 | | 4,091 | 45,000 | 47,500 | 50,000 | 52,500 | 55,000 | 57,500 | 60,000 | 62,500 | 65,000 | 20,000 | 2,500 | \$ 46,869 | \$ 64,443 | \$ 53,546 | \$ 64,945 |
| 4 | Building & Zoning Secretary Public Works Secretary (UB) | 4,500 | 49,500 | 52,250 | 55,000 | 57,750 | 60,500 | 63,250 | 66,000 | 68,750 | 71,500 | 22,000 | 2,750 | \$ 49,006 | \$ 66,745 | \$ 65,658 | \$ 57,550-60,258 |
| 5 | Financial Analyst Maintenance Worker | 4,950 | 54,450 | 57,475 | 60,500 | 63,525 | 66,550 | 69,575 | 72,600 | 75,625 | 78,650 | 24,200 | 3,025 | \$ 51,500 | \$ 70,782 | \$ 69,987 | \$ 67,356 |
| 6 | Executive Secretary/Deputy Clerk Police Sec/Accred. Mgr | 5,445 | 59,895 | 63,223 | 66,550 | 69,878 | 73,205 | 76,532 | 79,860 | 83,188 | 86,515 | 26,620 | 3,328 | \$ 58,797 | \$ 79,047 | \$ 78,904 | \$ 78,290 |
| 7 | | 5,990 | 65,885 | 69,545 | 73,205 | 76,865 | 80,526 | 84,186 | 87,846 | 91,506 | 95,167 | 29,282 | 3,660 | | | | DON'T CURRENTLY HAVE |
| 8 | Public Works Foreman | 6,588 | 72,473 | 76,499 | 80,26 | 84,552 | 88,578 | 92,604 | 96,631 | 100,657 | 104,683 | 32,210 | 4,026 | \$ 75,327 | \$ 105,198 | \$ 74,422 | \$ 105,124 |
| 9 | | 7,247 | 79,720 | 84,149 | 88,578 | 93,007 | 97,436 | 101,865 | 106,294 | 110,723 | 115,151 | 35,431 | 4,429 | | | | DON'T CURRENTLY HAVE |
| 10 | | 7,972 | 87,692 | 92,564 | 97,436 | 102,308 | 107,179 | 112,051 | 116,923 | 121,795 | 126,667 | 38,974 | 4,872 | | | | DON'T CURRENTLY HAVE |
| 11 | Building Official Supt of Public Works ** Deputy Chief | 8,769 | 96,461 | 101,820 | 107,179 | 112,538 | 117,897 | 123,256 | 128,615 | 133,974 | 139,333 | 42,872 | 5,359 | \$ 101,934 | \$ 142,036 | \$ 97,083 | \$ 131,401 |
| 12 | Asst Village Admin Police Chief | 9,646 | 106,108 | 112,003 | 117,897 | 123,792 | 129,687 | 135,582 | 141,477 | 147,372 | 153,267 | 47,159 | 5,895 | \$ 104,390 | \$ 146,371 | \$ 104,669 | \$ 148,782 |
| 13 | Director of Finance Police Chief | 10,611 | 116,718 | 122,203 | 129,687 | 136,171 | 142,656 | 149,140 | 155,625 | 162,109 | 168,593 | 51,875 | 6,484 | \$ 107,224 | \$ 155,147 | \$ 112,958 | \$ 155,648 |
| 14 | | 11,672 | 128,390 | 135,523 | 142,656 | 149,789 | 156,921 | 164,054 | 171,187 | 178,320 | 185,453 | 57,062 | 7,133 | | | | DON'T CURRENTLY HAVE |
| 15 | Village Administrator | 12,839 | 141,229 | 149,075 | 156,921 | 164,767 | 172,614 | 180,460 | 188,306 | 196,152 | 203,998 | 62,769 | 7,846 | \$ 137,420 | \$ 185,796 | \$ 136,412 | \$ 191,213 |

* With FY 20/21 1.7% COLA range adjustment applied

**Comparable communities title was typically Director of Public Works

(RED % CHANGES ARE THE ANNUAL INCREASES BETWEEN STEPS)

VILLAGE OF WILLOWSBROOK
CHECKS ISSUED
FISCAL YEAR 2020-21

| MONTH | BOARD APPROVED WARRANTS | GROSS PAYROLL (ACTIVE & POLICE PENSION) | Note 1 HANDWRITTEN CHECKS | MONTHLY TOTAL |
|--------------|-------------------------------|--|---------------------------------|------------------------|
| MAY | \$ 398,439.74 | \$ 130,024.14 | | |
| MAY | 256,398.44 | 266,579.75 | \$ - | \$ 1,051,442.07 |
| JUNE | 276,514.12 | 128,448.19 | | |
| JUNE | 237,369.93 | 300,440.26 | 73,931.39 2 | \$ 1,016,703.89 |
| JULY | | | | |
| JULY | | | | |
| JULY | | | \$ - | |
| AUG | | | | |
| AUG | | | \$ - | |
| SEPT | | | | |
| SEPT | | | \$ - | |
| OCT | | | | |
| OCT | | | \$ - | |
| NOV | | | | |
| NOV | | | \$ - | |
| DEC | | | | |
| DEC - safety | | | | |
| DEC | | | | |
| DEC | | | \$ - | |
| JAN | | | | |
| JAN | | | \$ - | |
| FEB | | | | |
| FEB | | | \$ - | |
| MAR | | | | |
| MAR | | | \$ - | |
| APR | | | | |
| APR | | | \$ - | |
| | \$ 1,168,722.23 | \$ 825,492.34 | \$ 73,931.39 | \$ 2,068,145.96 |

Note 1 Handwritten checks from prior month that appear on next warrant report have been subtracted so they are not double counted

Note 2 Includes check for SSA bond payment due July 1

**VILLAGE OF WILLOWSBROOK
PAYROLL - BY MONTH/YEAR
FY 2019 - FY 2021**

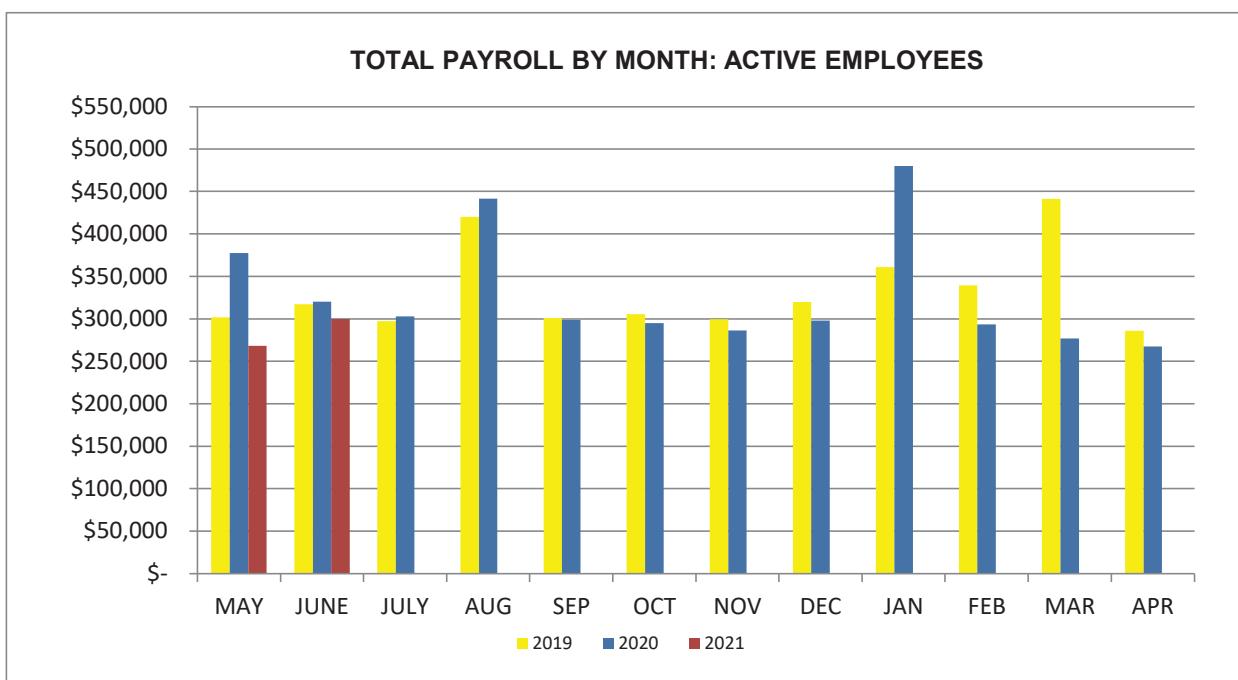
MONTHLY PAYROLL TOTALS (ACTIVE EMPLOYEES ONLY)

| MONTH | FISCAL | # of | FISCAL | # of | FISCAL | # of |
|------------------------|---------------------|-----------|---------------------|-----------|-------------------|----------|
| | 2019 | | 2020 | | 2021 | |
| MAY | \$ 301,687 | 2 | \$ 377,536 | 2 | \$ 268,343 | 2 |
| JUNE | 317,099 | 2 | 320,347 | 2 | 299,925 | 2 |
| JULY | 297,253 | 2 | 302,665 | 2 | | |
| AUG | 419,939 | 3 | 441,619 | 3 | | |
| SEP | 300,863 | 2 | 298,713 | 2 | | |
| OCT | 305,363 | 2 | 295,042 | 2 | | |
| NOV | 299,457 | 2 | 286,261 | 2 | | |
| DEC | 319,762 | 2 * | 297,759 | 2 | | |
| JAN | 360,720 | 2 | 479,988 | 3 | | |
| FEB | 339,471 | 2 | 293,442 | 2 | | |
| MAR | 441,021 | 3 | 276,702 | 2 | | |
| APR | 286,033 | 2 | 267,443 | 2 | | |
| TOTAL | \$ 3,988,667 | 26 | \$ 3,937,518 | 26 | \$ 568,267 | 4 |
| AVERAGE PAYROLL | \$ 153,410 | | \$ 151,443 | | \$ 142,067 | |
| CHANGE FROM PRIOR YEAR | | | -1.28% | | -6.19% | |

* Includes safety incentive

Includes Village Administrator retirement payout

TOTAL PAYROLL BY MONTH: ACTIVE EMPLOYEES



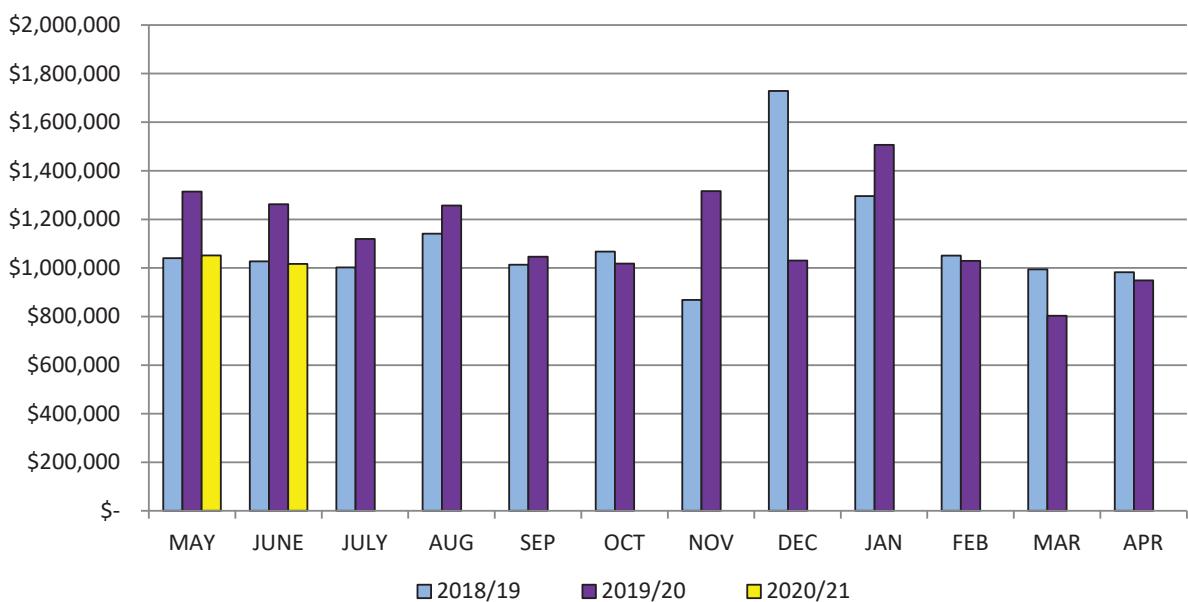
**VILLAGE OF WILLOWBROOK
CASH OUTLAY
ALL FUNDS**

| MONTH | MONTHLY TOTALS | | | DAILY AVERAGE FISCAL 2020/21 |
|----------------|----------------------|----------------------|---------------------|---------------------------------------|
| | FISCAL 2018/19 | FISCAL 2019/20 | FISCAL 2020/21 | |
| MAY | \$ 1,040,070 | \$ 1,314,071 | A \$ 1,051,442 | \$ 33,917 |
| JUNE | 1,027,203 | 1,262,520 | A, B 1,016,704 | 33,890 |
| JULY | 1,002,201 | 1,119,427 | B | |
| AUG | 1,140,853 | 1,257,122 | B | |
| SEP | 1,013,460 | 1,046,271 | | |
| OCT | 1,067,553 | 1,017,789 | | |
| NOV | 868,212 | 1,316,561 | | |
| DEC | 1,728,219 | B 1,030,423 | | |
| JAN | 1,295,655 | 1,506,560 | | |
| FEB | 1,050,881 | A,B 1,028,991 | | |
| MAR | 994,241 | 803,457 | | |
| APR | 982,578 | B 948,743 | | |
| TOTAL | \$ 13,211,126 | \$ 13,651,935 | \$ 2,068,146 | |
| AVERAGE | \$ 1,100,927 | \$ 1,137,661 | \$ 1,034,073 | \$ 33,904 |

A Includes retirement payout

B Includes payment to LJ Morse for CRC exterior renovation

TOTAL MONTHLY CASH OUTLAY - ALL FUNDS



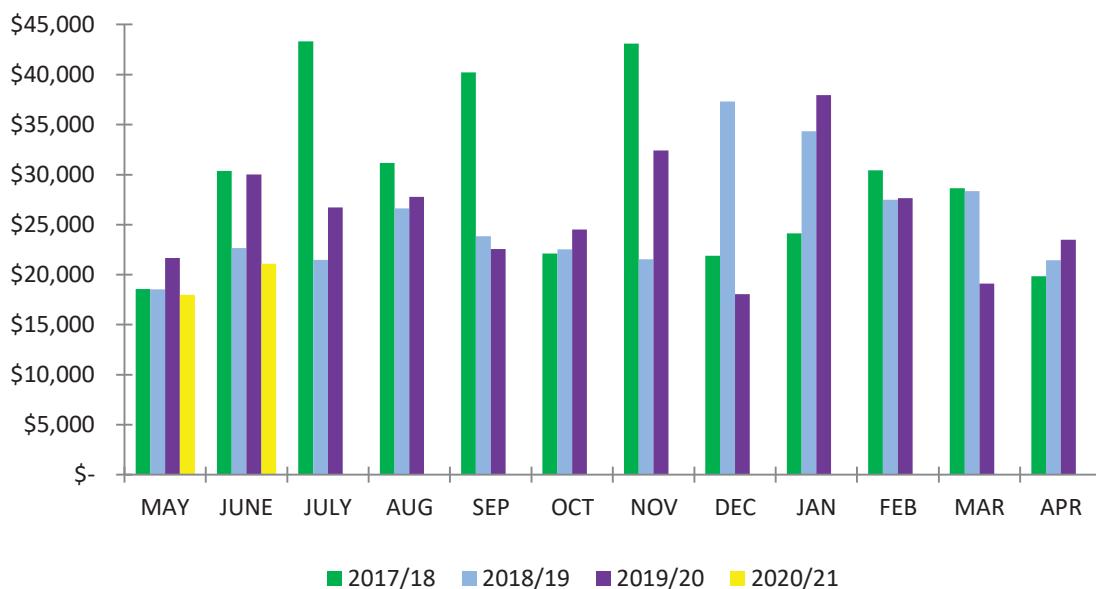
VILLAGE OF WILLOWBROOK
AVERAGE DAILY EXPENDITURES
GENERAL FUND

| MONTH | FISCAL 2017/18 | | FISCAL 2018/19 | | FISCAL 2019/20 | | FISCAL 2020/21 | |
|----------|-----------------|--|-----------------|--|----------------|--|----------------|--|
| MAY | \$ 18,548 | | \$ 18,531 | | \$ 21,671 | | \$ 17,998 | |
| JUNE | 30,355 | | 22,655 | | 30,024 | | 21,103 | |
| JULY | 43,297 A | | 21,462 | | 26,717 | | | |
| AUG | 31,156 | | 26,618 | | 27,764 | | | |
| SEP | 40,215 | | 23,835 | | 22,574 | | | |
| OCT | 22,129 | | 22,535 | | 24,513 | | | |
| NOV | 43,060 A | | 21,549 | | 32,423 | | | |
| DEC | 21,898 | | 37,302 B | | 18,049 | | | |
| JAN | 24,115 | | 34,349 | | 37,955 | | | |
| FEB | 30,435 | | 27,484 B | | 27,647 | | | |
| MAR | 28,627 | | 28,355 B | | 19,121 | | | |
| APR | 19,842 | | 21,433 B | | 23,489 | | | |
| AVERAGE | \$ 29,473 | | \$ 25,509 | | \$ 25,995 | | \$ 19,551 | |
| % CHANGE | | | -13.45% | | 1.91% | | -24.79% | |

A Includes contribution towards police dept renovation (transfer to LAFER Fund)

B Includes contribution towards CRC renovation (transfer to LAFER Fund)

AVERAGE DAILY EXPENDITURES - GENERAL FUND



**VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
MUNICIPAL SALES AND USE TAXES**

| Month | Sale | Dist | Made | | | | | | Difference from Prior Year |
|-------|------|------|---------|------------|------------|------------|------------|-------|-------------------------------|
| | | | | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | |
| MAY | FEB | \$ | 267,882 | \$ 264,472 | \$ 276,118 | \$ 320,221 | \$ 307,589 | | -3.94% |
| JUNE | MAR | | 312,681 | 304,436 | 334,282 | 360,870 | 359,968 | | -0.25% |
| JULY | APR | | 269,580 | 304,925 | 309,957 | 343,577 | | | -100.00% |
| AUG | MAY | | 331,887 | 345,478 | 376,154 | 397,471 | | | -100.00% |
| SEPT | JUNE | | 398,196 | 354,582 | 364,229 | 408,372 | | | -100.00% |
| OCT | JULY | | 316,266 | 313,701 | 320,062 | 380,773 | | | -100.00% |
| NOV | AUG | | 315,293 | 361,826 | 339,020 | 389,765 | | | -100.00% |
| DEC | SEPT | | 325,374 | 334,582 | 342,467 | 363,388 | | | -100.00% |
| JAN | OCT | | 289,208 | 312,400 | 329,103 | 375,088 | | | -100.00% |
| FEB | NOV | | 304,898 | 319,012 | 362,572 | 368,379 | | | -100.00% |
| MARCH | DEC | | 371,080 | 416,900 | 428,214 | 437,962 | | | -100.00% |
| APRIL | JAN | | 263,392 | 285,192 | 296,927 | 311,493 | | | -100.00% |

YEAR TO DATE LAST YEAR : \$ 681,091

YEAR TO DATE THIS YEAR : \$ 667,557

DIFFERENCE : \$ (13,534)

PERCENTAGE CHANGE :

-1.99%

CURRENT FISCAL YEAR :

\$ 3,500,000

PERCENTAGE OF YEAR COMPLETED:

16.67%

PERCENTAGE OF REVENUE TO DATE:

19.07%

PROJECTION OF ANNUAL REVENUE:

\$ 4 368 787

EST. DOLLAR DIFF ACTUAL TO BUDGET

\$ 868 787

EST. PERCENT DIFF ACTUAL TO BUDGET

24.82%

1000

24.82%

VILLAGE OF WILLOWSBROOK
FINANCIAL REPORT
BUSINESS DISTRICT SALES TAX

| MONTH DIST | SALE MADE | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | Difference from Prior Year |
|----------------|-----------|-----------|------------|------------|------------|------------|----------------------------|
| MAY | FEB | | \$ 33,892 | \$ 33,887 | \$ 47,967 | \$ 47,374 | -1.24% |
| JUNE | MAR | | 36,583 | 40,172 | 54,771 | 37,733 | -31.11% |
| JULY | APR | | 35,311 | 34,830 | 53,799 | | -100.00% |
| AUG | MAY | | 38,019 | 39,441 | 57,570 | | -100.00% |
| SEPT | JUNE | | 37,321 | 40,597 | 58,915 | | -100.00% |
| OCT | JULY | | 34,773 | 38,253 | 56,043 | | -100.00% |
| NOV | AUG | | 40,727 | 42,081 | 57,905 | | -100.00% |
| DEC | SEPT | | 36,779 | 38,486 | 55,991 | | -100.00% |
| JAN | OCT | | 35,522 | 44,158 | 53,534 | | -100.00% |
| FEB | NOV | | 42,116 | 62,903 | 56,671 | | -100.00% |
| MARCH | DEC | | 57,664 | 79,892 | 75,234 | | -100.00% |
| APRIL | JAN | 32,744 | 36,122 | 46,514 | 48,732 | | -100.00% |
| TOTAL | | \$ 32,744 | \$ 464,829 | \$ 541,214 | \$ 677,132 | \$ 85,107 | |
| MTH AVG | | \$ 32,744 | \$ 38,736 | \$ 45,101 | \$ 56,428 | \$ 42,554 | |
| BUDGET | | \$ - | \$ 518,650 | \$ 450,000 | \$ 485,000 | \$ 600,000 | |

YEAR TO DATE LAST YEAR : \$ 102,738

YEAR TO DATE THIS YEAR : \$ 85,107

DIFFERENCE : \$ (17,631)

PERCENTAGE CHANGE :

-17.16%

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 600,000

PERCENTAGE OF YEAR COMPLETED : 16.67%

PERCENTAGE OF REVENUE TO DATE : 14.18%

PROJECTION OF ANNUAL REVENUE : \$ 560,929

EST. DOLLAR DIFF ACTUAL TO BUDGET \$ (39,071)

EST. PERCENT DIFF ACTUAL TO BUDGET -6.5%

VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
MUNICIPAL INCOME TAXES

| MONTH | Note 1 | | Note 2 | | Note 3 | | Difference from Prior Year |
|---------|------------|------------|------------|------------|------------|--|-------------------------------|
| | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | | |
| MAY | \$ 116,485 | \$ 114,461 | \$ 117,127 | \$ 171,495 | \$ 86,503 | | -49.56% |
| JUNE | 55,680 | 59,196 | 54,108 | 53,557 | 53,643 | | 0.16% |
| JULY | 79,465 | 78,309 | 73,159 | 80,093 | | | -100.00% |
| AUG | 46,276 | 37,423 | 53,704 | 57,414 | | | -100.00% |
| SEPT | 50,547 | 44,142 | 52,413 | 50,814 | | | -100.00% |
| OCT | 74,694 | 67,208 | 81,459 | 90,661 | | | -100.00% |
| NOV | 50,133 | 50,580 | 58,669 | 59,170 | | | -100.00% |
| DEC | 45,419 | 44,530 | 48,629 | 55,914 | | | -100.00% |
| JAN | 73,433 | 64,897 | 70,855 | 78,153 | | | -100.00% |
| FEB | 84,930 | 93,937 | 85,245 | 80,519 | | | -100.00% |
| MARCH | 44,453 | 47,225 | 51,328 | 60,474 | | | -100.00% |
| APRIL | 85,726 | 72,516 | 82,444 | 88,736 | | | -100.00% |
| TOTAL | \$ 807,241 | \$ 774,424 | \$ 829,140 | \$ 927,000 | \$ 140,146 | | |
| MTH AVG | \$ 67,270 | \$ 64,535 | \$ 69,095 | \$ 77,250 | \$ 70,073 | | |
| BUDGET | \$ 740,418 | \$ 862,540 | \$ 736,319 | \$ 815,000 | \$ 717,000 | | |

Note 1: 10% reduction in LGDF approved by State of IL (no reduction in Village budget)

Note 2: 5% reduction in LGDF approved by State of IL (Village budget reduced 10%)

Note 3: 5% reduction in LGDF continued by State of IL (Village budget reduced 5%)

YEAR TO DATE LAST YEAR: \$ 225,052

YEAR TO DATE THIS YEAR: \$ 140,146

DIFFERENCE: \$ (84,906)

PERCENTAGE CHANGE: **-37.73%**

BUDGETED REVENUE: \$ 717,000

PERCENTAGE OF YEAR COMPLETED : 16.67%

PERCENTAGE OF REVENUE TO DATE : 19.55%

PROJECTION OF ANNUAL REVENUE : \$ 577,268

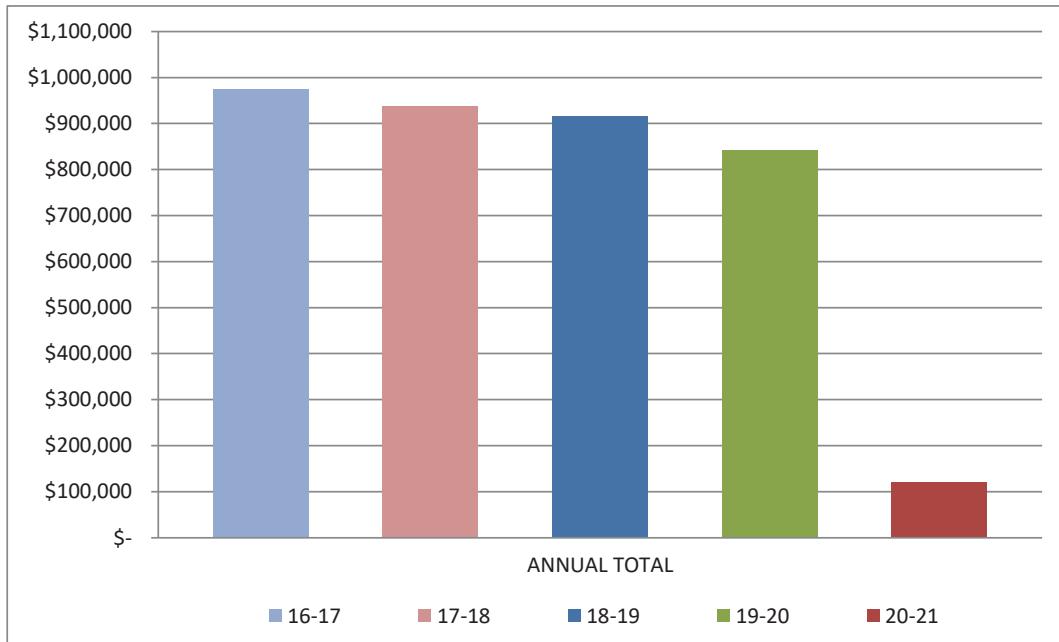
EST. DOLLAR DIFF ACTUAL TO BUDGET \$ (139,732)

EST. PERCENT DIFF ACTUAL TO BUDGET **-19.5%**

**VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
MUNICIPAL UTILITY TAXES**

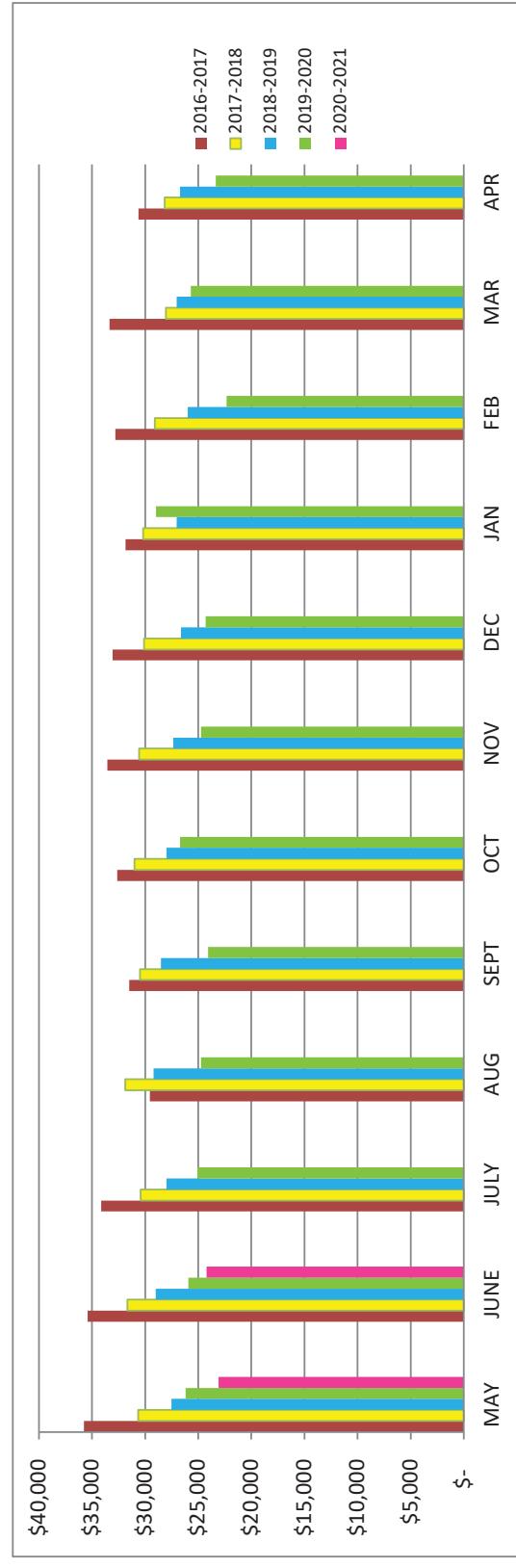
Telecommunications Tax - 6%
Nicor & Com-Ed - 5%

| MONTH | | | | | | Difference from Prior Year |
|------------------------------------|--------------|--------------|------------|------------|-------------|-------------------------------|
| | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | |
| MAY | \$ 76,429 | \$ 71,829 | \$ 73,377 | \$ 67,576 | \$ 63,134 | -6.57% |
| JUNE | 73,715 | 72,444 | 66,122 | 61,990 | 57,971 | -6.48% |
| JULY | 78,330 | 73,703 | 68,284 | 63,109 | | -100.00% |
| AUG | 79,068 | 79,315 | 76,782 | 69,155 | | -100.00% |
| SEPT | 80,232 | 78,406 | 74,848 | 73,700 | | -100.00% |
| OCT | 83,653 | 76,352 | 77,551 | 70,250 | | -100.00% |
| NOV | 74,678 | 69,376 | 70,012 | 64,343 | | -100.00% |
| DEC | 73,400 | 73,501 | 71,174 | 67,069 | | -100.00% |
| JAN | 87,946 | 81,944 | 81,654 | 79,863 | | -100.00% |
| FEB | 96,872 | 96,949 | 83,737 | 76,377 | | -100.00% |
| MARCH | 90,339 | 84,801 | 90,851 | 78,561 | | -100.00% |
| APRIL | 80,801 | 77,637 | 81,337 | 70,076 | | -100.00% |
| TOTAL | \$ 975,463 | \$ 936,257 | \$ 915,729 | \$ 842,069 | \$ 121,105 | |
| MTH AVG | \$ 81,289 | \$ 78,021 | \$ 76,311 | \$ 70,172 | \$ 60,553 | |
| BUDGET | \$ 1,000,000 | \$ 1,000,000 | \$ 950,000 | \$ 898,000 | \$ 850,000 | |
| YEAR TO DATE LAST YEAR: | \$ 129,566 | | | | | |
| YEAR TO DATE THIS YEAR: | \$ 121,105 | | | | | |
| DIFFERENCE: | \$ (8,461) | | | | | |
| PERCENTAGE CHANGE: | -6.53% | | | | | |
| BUDGETED REVENUE: | | | | | \$ 850,000 | |
| PERCENTAGE OF YEAR COMPLETED : | | | | | 16.67% | |
| PERCENTAGE OF REVENUE TO DATE : | | | | | 14.25% | |
| PROJECTION OF ANNUAL REVENUE : | | | | | \$ 787,080 | |
| EST. DOLLAR DIFF ACTUAL TO BUDGET | | | | | \$ (62,920) | |
| EST. PERCENT DIFF ACTUAL TO BUDGET | | | | | -7.4% | |



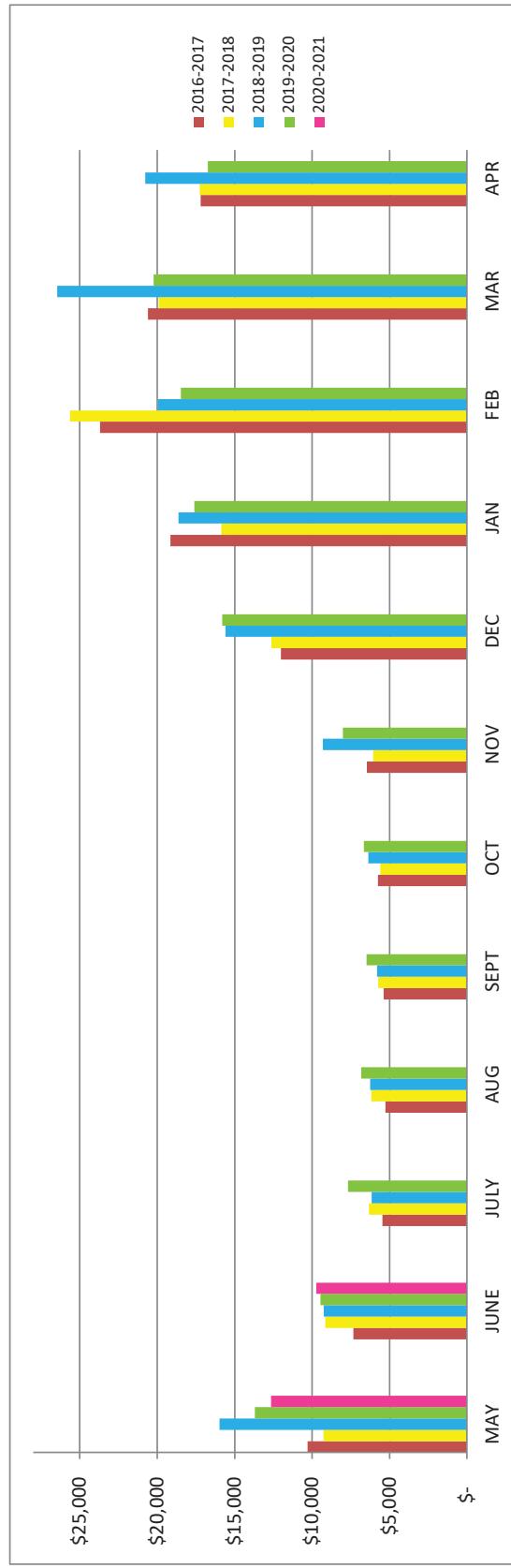
**VILLAGE OF WILLOWBROOK
SIMPLIFIED TELECOMMUNICATION TAX
CASH BASIS**

| | 2015-2016 | 2016-2017 | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 |
|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|--|
| MAY | \$ 35,456 | \$ 35,774 | \$ 30,650 | \$ 27,516 | \$ 26,182 | \$ 23,080 |
| JUNE | 37,901 | 35,405 | 31,679 | 28,991 | 25,921 | 24,209 |
| JULY | 34,148 | 34,133 | 30,435 | 27,985 | 25,080 | |
| AUG | 34,626 | 29,565 | 31,879 | 29,221 | 24,736 | |
| SEPT | 34,389 | 31,506 | 30,495 | 28,519 | 24,084 | |
| OCT | 35,567 | 32,636 | 31,009 | 27,985 | 26,712 | |
| NOV | 37,509 | 33,567 | 30,559 | 27,346 | 24,746 | |
| DEC | 35,136 | 33,074 | 30,112 | 26,616 | 24,315 | |
| JAN | 34,752 | 31,848 | 30,180 | 27,034 | 28,967 | |
| FEB | 32,046 | 32,796 | 29,102 | 25,975 | 22,329 | |
| MAR | 39,967 | 33,363 | 28,050 | 27,021 | 25,711 | |
| APR | <u>33,877</u> | <u>30,616</u> | <u>28,170</u> | <u>26,725</u> | <u>23,359</u> | |
| TOTAL: | \$ 425,374 | \$ 394,283 | \$ 362,320 | \$ 330,934 | \$ 302,142 | \$ 47,289 |
| | | | | | | <i>5 year annual average:</i> \$ 363,011 |



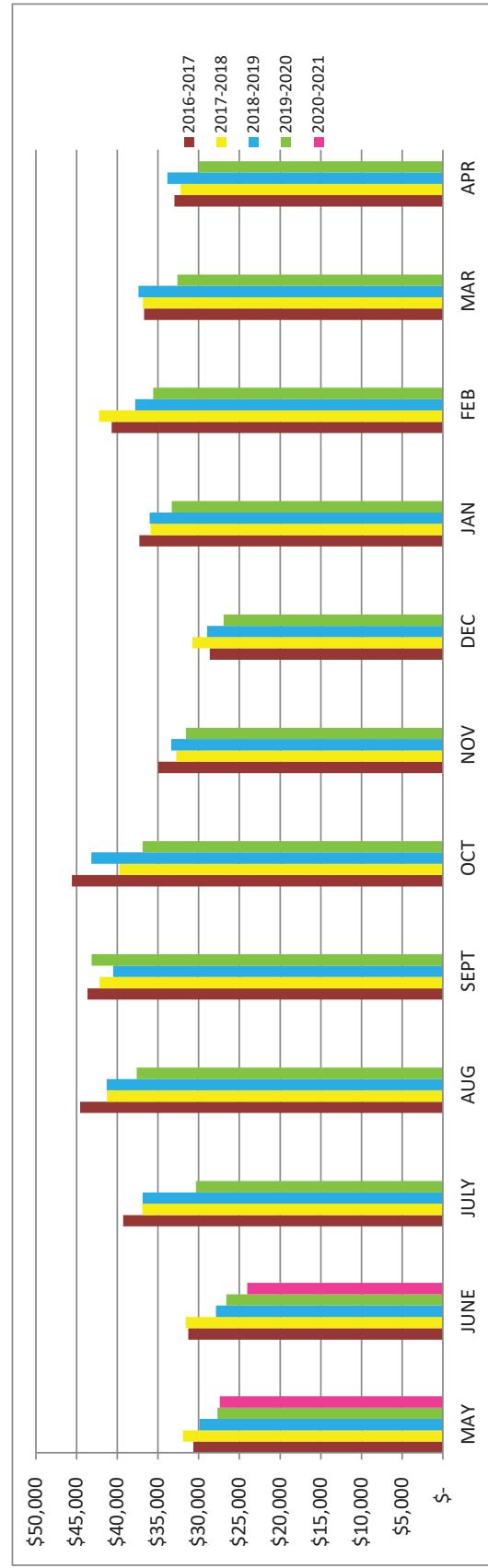
VILLAGE OF WILLOWBROOK
UTILITY TAX
NORTHERN ILLINOIS GAS
CASH BASIS

| | <u>2015-2016</u> | <u>2016-2017</u> | <u>2017-2018</u> | <u>2018-2019</u> | <u>2019-2020</u> | <u>2020-2021</u> |
|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------------------|
| MAY | \$ 10,832 | \$ 10,304 | \$ 9,264 | \$ 15,975 | \$ 13,692 | \$ 12,652 |
| JUNE | 6,932 | 7,347 | 9,161 | 9,247 | 9,463 | 9,727 |
| JULY | 6,147 | 5,462 | 6,341 | 6,155 | 7,695 | |
| AUG | 5,482 | 5,261 | 6,175 | 6,253 | 6,826 | |
| SEPT | 5,187 | 5,386 | 5,736 | 5,810 | 6,482 | |
| OCT | 5,873 | 5,747 | 5,600 | 6,372 | 6,657 | |
| NOV | 7,043 | 6,471 | 6,071 | 9,305 | 8,023 | |
| DEC | 8,900 | 12,010 | 12,635 | 15,590 | 15,814 | |
| JAN | 12,720 | 19,149 | 15,856 | 18,618 | 17,596 | |
| FEB | 16,804 | 23,695 | 25,618 | 19,961 | 18,474 | |
| MAR | 17,469 | 20,597 | 19,908 | 26,447 | 20,236 | |
| APR | <u>13,062</u> | <u>17,197</u> | <u>17,257</u> | <u>20,770</u> | <u>16,723</u> | |
| TOTAL: | \$ 116,451 | \$ 138,626 | \$ 139,622 | \$ 160,503 | \$ 147,681 | \$ 22,379 |
| | | | | | | <i>5 year annual average:</i> |
| | | | | | | \$ 140,577 |



VILLAGE OF WILLOWBROOK
UTILITY TAX
COMMONWEALTH EDISON
CASH BASIS

| | 2015-2016 | 2016-2017 | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 |
|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|--|
| MAY | \$ 29,829 | \$ 30,662 | \$ 31,915 | \$ 29,886 | \$ 27,702 | \$ 27,402 |
| JUNE | 32,626 | 31,275 | 31,604 | 27,884 | 26,606 | 24,035 |
| JULY | 34,803 | 39,258 | 36,927 | 36,894 | 30,334 | |
| AUG | 37,683 | 44,561 | 41,261 | 41,308 | 37,593 | |
| SEPT | 44,502 | 43,660 | 42,175 | 40,520 | 43,134 | |
| OCT | 43,645 | 45,590 | 39,743 | 43,194 | 36,881 | |
| NOV | 33,301 | 34,959 | 32,746 | 33,361 | 31,574 | |
| DEC | 29,440 | 28,636 | 30,754 | 28,968 | 26,940 | |
| JAN | 35,753 | 37,269 | 35,908 | 36,002 | 33,300 | |
| FEB | 41,787 | 40,701 | 42,229 | 37,801 | 35,574 | |
| MAR | 38,065 | 36,699 | 36,843 | 37,383 | 32,614 | |
| APR | 32,026 | 32,988 | 32,209 | 33,842 | 29,994 | |
| TOTAL: | \$ 433,460 | \$ 446,258 | \$ 434,314 | \$ 427,043 | \$ 392,246 | \$ 51,437 |
| | | | | | | <i>5 year annual average:</i> \$ 426,664 |



VILLAGE OF WILLOWSBROOK
FINANCIAL REPORT
MUNICIPAL GAS TAX

Note 1

| MONTH | | 19-20 | 20-21 |
|----------------|--|-------------------|------------------|
| MAY | | \$ - | \$ 14,243 |
| JUNE | | - | 14,814 |
| JULY | | - | |
| AUG | | - | |
| SEPT | | - | |
| OCT | | - | |
| NOV | | - | |
| DEC | | - | |
| JAN | | 23,074 | |
| FEB | | 25,823 | |
| MARCH | | 24,799 | |
| APRIL | | 20,771 | |
| TOTAL | | \$ 94,467 | \$ 29,057 |
| MTH AVG | | \$ 14,529 | |
| BUDGET | | \$ 275,000 | |

Note 1 - The Village implemented the \$.05/gallon local gas tax effective Dec 1, 2019

| | |
|------------------------------------|------------|
| YEAR TO DATE LAST YEAR: | \$ - |
| YEAR TO DATE THIS YEAR: | \$ 29,057 |
| DIFFERENCE: | \$ 29,057 |
| PERCENTAGE CHANGE: | #DIV/0! |
| BUDGETED REVENUE: | \$ 275,000 |
| PERCENTAGE OF YEAR COMPLETED : | 16.67% |
| PERCENTAGE OF REVENUE TO DATE : | 10.57% |
| PROJECTION OF ANNUAL REVENUE : | #DIV/0! |
| EST. DOLLAR DIFF ACTUAL TO BUDGET | #DIV/0! |
| EST. PERCENT DIFF ACTUAL TO BUDGET | #DIV/0! |

VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
PLACES OF EATING TAXES

| MONTH | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | Difference from Prior Year | Reduction Budgeted | Monthly Amount Budgeted |
|------------------------------------|------------|------------|------------|------------|------------------|----------------------------|--------------------|-------------------------|
| MAY | \$ 41,442 | \$ 39,855 | \$ 40,666 | \$ 45,278 | \$ 22,135 | -51.11% | -50% | \$ 21,458 |
| JUNE | 45,625 | 43,516 | 44,029 | 47,281 | 33,862 | -28.38% | -50% | \$ 21,458 |
| JULY | 47,842 | 42,679 | 47,244 | 49,632 | | -100.00% | -25% | \$ 32,187 |
| AUG | 43,496 | 41,124 | 44,386 | 47,229 | | -100.00% | -25% | \$ 32,187 |
| SEPT | 42,850 | 44,371 | 44,262 | 47,289 | | -100.00% | -25% | \$ 32,188 |
| OCT | 43,124 | 41,841 | 44,738 | 44,074 | | -100.00% | -15% | \$ 36,479 |
| NOV | 40,684 | 40,921 | 41,827 | 46,319 | | -100.00% | -15% | \$ 36,479 |
| DEC | 40,440 | 40,544 | 44,667 | 43,028 | | -100.00% | -15% | \$ 36,479 |
| JAN | 35,511 | 58,256 | 44,111 | 50,666 | | -100.00% | -15% | \$ 36,479 |
| FEB | 35,157 | 39,067 | 46,802 | 38,894 | | -100.00% | -10% | \$ 38,625 |
| MARCH | 43,213 | 36,762 | 39,793 | 44,330 | | -100.00% | -10% | \$ 38,625 |
| APRIL | 41,137 | 45,969 | 46,283 | 33,620 | | -100.00% | -10% | \$ 37,354 |
| TOTAL | \$ 500,521 | \$ 514,905 | \$ 528,808 | \$ 537,640 | \$ 55,997 | | | \$ 400,000 |
| MTH AVG | \$ 41,710 | \$ 42,909 | \$ 44,067 | \$ 44,803 | \$ 27,999 | | | |
| BUDGET | \$ 475,000 | \$ 485,000 | \$ 485,000 | \$ 500,000 | \$ 400,000 | | | |
| YEAR TO DATE LAST YEAR: | | | | | \$ 92,559 | | | |
| YEAR TO DATE THIS YEAR: | | | | | <u>\$ 55,997</u> | | | |
| DIFFERENCE: | | | | | \$ (36,562) | | | |
| PERCENTAGE OF INCREASE: | | | | | -39.50% | | | |
| BUDGETED REVENUE: | | | | | \$ 400,000 | | | |
| PERCENTAGE OF YEAR COMPLETED : | | | | | 16.67% | | | |
| PERCENTAGE OF REVENUE TO DATE : | | | | | 14.00% | | | |
| PROJECTION OF ANNUAL REVENUE : | | | | | \$ 325,265 | | | |
| EST. DOLLAR DIFF ACTUAL TO BUDGET | | | | | \$ (74,735) | | | |
| EST. PERCENT DIFF ACTUAL TO BUDGET | | | | | -18.68% | | | |

Restore Illinois Progression:

Stay at Home Order - March 21, 2020

Phase 1 - bars/restaurants open for pickup, delivery and drive-through

Phase 2 - bars/restaurants open for pickup, delivery and drive-through

Phase 3 - bars/restaurants open for outdoor dining - May 29, 2020

Phase 4 - bars/restaurants open indoors with capacity limits - June 26, 2020

Source: <https://coronavirus.illinois.gov/s/>

VILLAGE OF WILLOWBROOK FINANCIAL REPORT FINES

| MONTH DIST | Note 1 | | | | | Difference from Prior Year |
|------------|------------|------------|------------|------------|-----------|----------------------------|
| | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | |
| MAY | \$ 11,090 | \$ 16,151 | \$ 10,691 | \$ 10,567 | \$ 4,026 | -61.90% |
| JUNE | 9,365 | 13,897 | 16,043 | 9,197 | 7,987 | -13.16% |
| JULY | 12,157 | 11,415 | 7,454 | 15,022 | | -100.00% |
| AUG | 15,130 | 20,048 | 11,967 | 9,650 | | -100.00% |
| SEPT | 9,867 | 12,359 | 8,190 | 11,409 | | -100.00% |
| OCT | 15,810 | 12,269 | 13,672 | 13,808 | | -100.00% |
| NOV | 13,410 | 9,357 | 11,179 | 3,074 | | -100.00% |
| DEC | 12,631 | 10,790 | 10,998 | 16,657 | | -100.00% |
| JAN | 21,272 | 9,705 | 10,916 | 23,297 | | -100.00% |
| FEB | 13,571 | 11,525 | 12,376 | 10,422 | | -100.00% |
| MARCH | 17,407 | 11,820 | 8,467 | 15,919 | | -100.00% |
| APRIL | 12,327 | 15,939 | 9,979 | 2,819 | | -100.00% |
| TOTAL | \$ 164,037 | \$ 155,275 | \$ 131,932 | \$ 141,841 | \$ 12,013 | |

| | | | | | | | | | | | |
|----------------|----|---------|----|---------|----|---------|----|---------|----|--------|------|
| DUI Fines | \$ | - | \$ | - | \$ | - | \$ | 2,762 | \$ | 89 | 1% |
| Overweight | \$ | - | \$ | - | \$ | - | \$ | 9,632 | \$ | 165 | 1% |
| Circuit Court | \$ | 112,614 | \$ | 125,993 | \$ | 104,904 | \$ | 90,723 | \$ | 10,034 | 84% |
| Village issued | \$ | 51,423 | \$ | 29,282 | \$ | 27,028 | \$ | 38,724 | \$ | 1,725 | 14% |
| | \$ | 164,037 | \$ | 155,275 | \$ | 131,932 | \$ | 141,841 | \$ | 12,013 | 100% |

MTH AVG \$ 13,670 \$ 12,940 \$ 10,994 \$ 11,820 \$ 6,007

BUDGET \$ 130,000 \$ 130,000 \$ 130,000 \$ 125,000 \$ 123,000

YEAR TO DATE LAST YEAR : \$ 19,764

YEAR TO DATE THIS YEAR : \$ 12,013

DIFFERENCE : \$ (7,751)

PERCENTAGE CHANGE

-39.22%

BUDGETED REVENUE: \$ 123,000

PERCENTAGE OF YEAR COMPLETED : 16.67%

PERCENTAGE OF REVENUE TO DATE : 9.77%

PROJECTION OF ANNUAL REVENUE : \$ 86,214

EST. DOLLAR DIFF ACTUAL TO BUDGET \$ (36,786)

EST. PERCENT DIFF ACTUAL TO BUDGET -29.91%

-29.91%

Note 1 - Began collecting overweight truck fines in August 2019

VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
RED LIGHT FINES

| MONTH DIST | Note 1 | | | | | Difference from Prior Year |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------------------|
| | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | |
| MAY | \$ 60,454 | \$ 57,850 | \$ 75,711 | \$ 53,890 | \$ 33,100 | -38.58% |
| JUNE | 76,985 | 48,425 | 69,125 | 50,335 | 50,400 | 0.13% |
| JULY | 70,820 | 60,185 | 82,250 | 73,600 | | -100.00% |
| AUG | 84,520 | 49,475 | 92,970 | 78,455 | | -100.00% |
| SEPT | 81,365 | 52,170 | 86,300 | 70,770 | | -100.00% |
| OCT | 66,295 | 50,230 | 95,425 | 67,034 | | -100.00% |
| NOV | 50,555 | 51,165 | 84,560 | 60,280 | | -100.00% |
| DEC | 50,850 | 50,575 | 85,365 | 66,015 | | -100.00% |
| JAN | 59,660 | 44,045 | 73,419 | 58,086 | | -100.00% |
| FEB | 38,590 | 64,700 | 68,560 | 47,375 | | -100.00% |
| MARCH | 36,200 | 71,567 | 59,010 | 50,250 | | -100.00% |
| APRIL | 43,500 | 74,330 | 59,345 | 41,065 | | -100.00% |
| TOTAL | \$ 719,794 | \$ 674,717 | \$ 932,040 | \$ 717,155 | \$ 83,500 | |
| MTH AVG | \$ 59,983 | \$ 56,226 | \$ 77,670 | \$ 59,763 | \$ 41,750 | |
| BUDGET | \$ 525,000 | \$ 560,000 | \$ 560,000 | \$ 600,000 | \$ 565,000 | |
| YEAR TO DATE LAST YEAR : | | | | | \$ 104,225 | |
| YEAR TO DATE THIS YEAR : | | | | | <u>\$ 83,500</u> | |
| DIFFERENCE : | | | | | \$ (20,725) | |
| PERCENTAGE CHANGE: | | | | | -19.88% | |
| BUDGETED REVENUE: | | | | | \$ 565,000 | |
| PERCENTAGE OF YEAR COMPLETED : | | | | | 16.67% | |
| PERCENTAGE OF REVENUE TO DATE : | | | | | 14.78% | |
| PROJECTION OF ANNUAL REVENUE : | | | | | \$ 574,550 | |
| EST. DOLLAR DIFF ACTUAL TO BUDGET | | | | | \$ 9,550 | |
| EST. PERCENT DIFF ACTUAL TO BUDGET | | | | | 1.7% | |

Note 1 - The 63rd St./Rt. 83 camera was down from 5/22/2015-9/26/2017 for camera maintenance/upgrade and as required by IDOT during the ongoing construction of the intersection.

VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
BUILDING PERMITS

| MONTH | | 16-17 | | 17-18 | | 18-19 | | 19-20 | | 20-21 | | Difference from Prior Year |
|---------|----|------------------------------------|----|---------|-----|-------|---------|-------|---------|-------|---------|-------------------------------|
| MAY | \$ | 28,379 | \$ | 74,352 | 1,2 | \$ | 53,165 | \$ | 25,054 | \$ | 41,190 | 64.40% |
| JUNE | | 12,846 | | 15,651 | | | 63,398 | 4 | 19,755 | | 20,347 | 3.00% |
| JULY | | 19,166 | | 34,261 | | | 87,643 | 2,5 | 86,908 | 7 | | -100.00% |
| AUG | | 59,754 | 1 | 63,136 | | | 42,532 | | 12,752 | | | -100.00% |
| SEPT | | 62,108 | 1 | 39,902 | | | 30,008 | | 21,357 | | | -100.00% |
| OCT | | 127,894 | 1 | 60,823 | | | 24,737 | | 58,337 | | | -100.00% |
| NOV | | 72,070 | | 43,295 | | | 61,612 | | 21,873 | | | -100.00% |
| DEC | | 9,338 | | 11,428 | | | 23,253 | | 15,659 | | | -100.00% |
| JAN | | 39,549 | | 62,106 | 3 | | 47,395 | | 144,660 | 8 | | -100.00% |
| FEB | | 25,008 | | 27,862 | | | 230,171 | 6 | 30,132 | | | -100.00% |
| MARCH | | 15,940 | | 28,651 | | | 16,948 | | 28,820 | | | -100.00% |
| APRIL | | 16,072 | | 150,099 | 3 | | 29,191 | | 150,230 | 3 | | -100.00% |
| TOTAL | \$ | 488,124 | \$ | 611,566 | | \$ | 710,053 | \$ | 615,537 | \$ | 61,537 | |
| MTH AVG | \$ | 40,677 | \$ | 50,964 | | \$ | 59,171 | \$ | 51,295 | \$ | 30,769 | |
| BUDGET | \$ | 225,000 | \$ | 240,000 | | \$ | 250,000 | \$ | 275,000 | \$ | 285,000 | |
| | | YEAR TO DATE LAST YEAR: | | | | | | | | | \$ | 44,809 |
| | | YEAR TO DATE THIS YEAR: | | | | | | | | | \$ | 61,537 |
| | | DIFFERENCE: | | | | | | | | | \$ | 16,728 |
| | | PERCENTAGE OF CHANGE: | | | | | | | | | | 37.33% |
| | | BUDGETED REVENUE: | | | | | | | | | \$ | 285,000 |
| | | PERCENTAGE OF YEAR COMPLETED : | | | | | | | | | | 16.67% |
| | | PERCENTAGE OF REVENUE TO DATE : | | | | | | | | | | 21.59% |
| | | PROJECTION OF ANNUAL REVENUE : | | | | | | | | | \$ | 845,328 |
| | | EST. DOLLAR DIFF ACTUAL TO BUDGET | | | | | | | | | \$ | 560,328 |
| | | EST. PERCENT DIFF ACTUAL TO BUDGET | | | | | | | | | | 196.61% |

1- includes permit to Peter Michael Realty
 2 - includes permit to Willowbrook Inn
 3 - includes permit to Compass Arena
 4 - includes permit to Power Construction (former Turtle Wax bldg)
 5 - includes permits to Willowbrook Ice Arena
 6- includes permits to ROC Willowbrook for new storage facility (2 buildings)
 7 - includes permit for Target interior remodel
 8 - includes Beyond Self Storage permit

VILLAGE OF WILLOWSBROOK
FINANCIAL REPORT
WATER SALES REVENUE

| BILLING MONTH | Note 1 | | | | | Difference from Prior Year | |
|------------------|--------------|--------------|--------------|--------------|--------------|-------------------------------|---------|
| | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | | |
| MAY | \$ 263,161 | \$ 247,847 | \$ 238,010 | \$ 235,731 | \$ 229,554 | | -2.6% |
| JUNE | 336,148 | 315,225 | 324,934 | 310,934 | 257,332 | | -17.2% |
| JULY | 239,324 | 238,556 | 231,577 | 226,646 | | | -100.0% |
| AUG | 322,609 | 335,018 | 316,533 | 310,599 | | | -100.0% |
| SEPT | 544,406 | 351,489 | 370,074 | 349,902 | | | -100.0% |
| OCT | 255,530 | 257,241 | 240,680 | 250,311 | | | -100.0% |
| NOV | 312,524 | 320,151 | 302,506 | 288,728 | | | -100.0% |
| DEC | 318,013 | 329,836 | 309,763 | 271,826 | | | -100.0% |
| JAN | 217,387 | 207,114 | 208,767 | 202,532 | | | -100.0% |
| FEB | 223,201 | 250,258 | 252,660 | 247,636 | | | -100.0% |
| MARCH | 294,917 | 301,012 | 304,339 | 302,192 | | | -100.0% |
| APRIL | 214,681 | 207,182 | 208,825 | 200,062 | | | -100.0% |
| TOTAL | \$ 3,541,901 | \$ 3,360,929 | \$ 3,308,668 | \$ 3,197,099 | \$ 486,886 | | |
| MTH AVG | \$ 295,158 | \$ 280,077 | \$ 275,722 | \$ 266,425 | \$ 243,443 | | |
| BUDGET | \$ 3,545,000 | \$ 3,545,000 | \$ 3,545,000 | \$ 3,200,000 | \$ 3,200,000 | | |

The last rate increase was 12%, effective 1/1/15

Note 1 - Sept 2016 includes catch-up bill for shopping center \$181,169

| | |
|-------------------------|-------------|
| YEAR TO DATE LAST YEAR: | \$ 546,665 |
| YEAR TO DATE THIS YEAR: | \$ 486,886 |
| DIFFERENCE: | \$ (59,779) |

PERCENTAGE OF INCREASE: **-10.94%**

| | |
|------------------------------------|----------------|
| BUDGETED REVENUE: | \$ 3,200,000 |
| PERCENTAGE OF YEAR COMPLETED : | 16.67% |
| PERCENTAGE OF REVENUE TO DATE : | 15.22% |
| PROJECTION OF ANNUAL REVENUE : | \$ 2,847,489 |
| EST. DOLLAR DIFF ACTUAL TO BUDGET | \$ (352,511) |
| EST. PERCENT DIFF ACTUAL TO BUDGET | -11.02% |

VILLAGE OF WILLOWSBROOK
FINANCIAL REPORT
MUNICIPAL HOTEL/MOTEL TAXES

Note 2

| MONTH | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | Difference from Prior Year |
|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------------------|
| MAY | \$ 18,523 | \$ 20,240 | \$ 19,596 | \$ 20,574 | \$ 10,247 | -50.19% |
| JUNE | 21,089 | 22,069 | 24,542 | 23,851 | 13,700 | -42.56% |
| JULY | 22,892 | 25,925 | 28,692 | 26,312 | | -100.00% |
| AUG | 28,480 | 27,346 | 28,026 | 27,034 | | -100.00% |
| SEPT | 19,562 | 21,506 | 22,570 | 26,252 | | -100.00% |
| OCT | 26,887 | 27,690 | 23,943 | 19,660 | | -100.00% |
| NOV | 21,561 | 21,655 | 23,345 | 21,112 | | -100.00% |
| DEC | 20,626 | 17,117 | 17,997 | 19,517 | | -100.00% |
| JAN | 16,184 | 14,899 | 15,768 | 17,169 | | -100.00% |
| FEB | 13,982 | 12,963 | 15,144 | 15,871 | | -100.00% |
| MARCH | 13,759 | 13,893 | 14,187 | 11,116 | | -100.00% |
| APRIL | 18,825 | 17,918 | 19,097 | 11,764 | | -100.00% |
| TOTAL | \$ 242,370 | \$ 243,221 | \$ 252,907 | \$ 240,232 | \$ 23,947 | |
| MTH AVG | \$ 20,198 | \$ 20,268 | \$ 21,076 | \$ 20,019 | \$ 11,974 | |
| BUDGET | \$ 243,000 | \$ 232,365 | \$ 246,000 | \$ 248,000 | \$ 248,000 | <i>(General Fund)</i> |

Note 1 -The Willowbrook Inn closed on January 22, 2016.

Note 2 - The Village raised the hotel tax from 5% to 6% effective Nov. 1, 2019 (payments collected in Dec 2019).

| | |
|-------------------------|-------------|
| YEAR TO DATE LAST YEAR: | \$ 44,425 |
| YEAR TO DATE THIS YEAR: | \$ 23,947 |
| DIFFERENCE: | \$ (20,478) |
| PERCENTAGE CHANGE: | -46.10% |

| | |
|------------------------------------|-------------|
| BUDGETED REVENUE: | \$ 216,000 |
| PERCENTAGE OF YEAR COMPLETED : | 16.67% |
| PERCENTAGE OF REVENUE TO DATE : | 11.09% |
| PROJECTION OF ANNUAL REVENUE : | \$ 129,495 |
| EST. DOLLAR DIFF ACTUAL TO BUDGET | \$ (86,505) |
| EST. PERCENT DIFF ACTUAL TO BUDGET | -40.0% |

VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
MOTOR FUEL TAX

| MONTH DIST | Note 1 | | | | | Difference from Prior Year |
|------------------------------------|------------|------------|------------|------------|------------|----------------------------|
| | 16-17 | 17-18 | 18-19 | 19-20 | 20-21 | |
| MAY | \$ 19,435 | \$ 18,698 | \$ 19,550 | \$ 18,903 | \$ 25,329 | 33.99% |
| JUNE | 19,302 | 18,958 | 17,998 | 17,323 | 20,054 | 15.77% |
| JULY | 12,173 | 15,055 | 16,495 | 15,793 | | -100.00% |
| AUG | 19,538 | 19,740 | 19,360 | 19,740 | | -100.00% |
| SEPT | 18,555 | 18,646 | 18,668 | 28,399 | | -100.00% |
| OCT | 16,379 | 16,481 | 15,595 | 30,847 | | -100.00% |
| NOV | 18,960 | 18,870 | 20,460 | 28,304 | | -100.00% |
| DEC | 19,318 | 19,231 | 19,263 | 31,871 | | -100.00% |
| JAN | 20,259 | 18,870 | 18,549 | 37,488 | | -100.00% |
| FEB | 19,259 | 19,320 | 18,528 | 26,564 | | -100.00% |
| MARCH | 18,362 | 16,738 | 16,851 | 26,278 | | -100.00% |
| APRIL | 15,656 | 16,593 | 16,115 | 27,205 | | -100.00% |
| TOTAL | \$ 217,196 | \$ 217,200 | \$ 217,432 | \$ 308,715 | \$ 45,383 | |
| MTH AVG | \$ 18,100 | \$ 18,100 | \$ 18,119 | \$ 25,726 | \$ 22,692 | |
| BUDGET | \$ 221,186 | \$ 219,905 | \$ 219,905 | \$ 217,343 | \$ 310,429 | |
| YEAR TO DATE LAST YEAR : | | | | | \$ 36,226 | |
| YEAR TO DATE THIS YEAR : | | | | | \$ 45,383 | |
| DIFFERENCE : | | | | | \$ 9,157 | |
| PERCENTAGE OF CHANGE: | | | | | 25.28% | |
| BUDGETED REVENUE: | | | | | \$ 310,429 | |
| PERCENTAGE OF YEAR COMPLETED : | | | | | 16.67% | |
| PERCENTAGE OF REVENUE TO DATE : | | | | | 14.62% | |
| PROJECTION OF ANNUAL REVENUE : | | | | | \$ 386,750 | |
| EST. DOLLAR DIFF ACTUAL TO BUDGET | | | | | \$ 76,321 | |
| EST. PERCENT DIFF ACTUAL TO BUDGET | | | | | 24.6% | |

Note 1- 1st distribution of the Transportation Renewal Fund (eff. July 2019) - \$.19/gallon tax remitted in September 2019. 15.71% goes to municipalities.