

VILLAGE BOARD
Committee of the Whole Meeting
February 25, 2019 – 7:00 PM
Lemont Village Hall – Village Board Room
418 Main St., Lemont, IL 60439

AGENDA

- I. Call to Order
- II. Roll Call
- III. Discussion Items
 - A. Outsourcing Vehicle Sticker Program
(Finance)(Sniegowski)(Prakash)
 - B. Strategic Plan Update
(Administration)(Egofske)(Schafer)
 - C. Village Board, LPD Board, HCOR Commission Joint Meeting Discussion
(Administration)(Egofske)(Schafer)
- IV. Unfinished Business
- V. New Business
- VI. Audience Participation
- VII. Executive Session
- VIII. Adjourn

TO: Village Board
FROM: Christina Smith, Finance Director
Darshana Prakash, Accounting Manager
THROUGH: George Schafer, Village Administrator
SUBJECT: Revision to Municipal Code Chapter 10.32 Vehicle Licenses; Resolution to enter into agreement with Third Millennium, Inc. to provide services related to the sale and distribution of Vehicle Stickers annually.

DATE: February 25, 2019

BACKGROUND

Currently, the Village issues Vehicle stickers for a two year term (August 1 to July 31). The entire process is administered by Finance staff, where the process begins sometime in May with the ordering of the vehicle stickers. Vehicle stickers are sold at Finance counter and Police Department. The bulk of Finance staff time spent is on selling the stickers at the front counter and on entering the information in the New World software system. The process is very labor intensive and time consuming in administering the sale. For renewal period 2017-2019, staff spent 663 overtime hours, approximately \$10,200 in addition to the regular hours worked.

Under the current renewal process, stickers are sold on honor system. There is no way for the Village to ensure that all vehicles registered in the Village have a sticker. The Police department does enforce and issue violations, however, that effort is limited due to limited resources.

RECOMMENDATION

Staff proposes outsourcing the sticker sale to Third Millennium, Inc. This vendor's solution is currently being used at the following communities for several years: Orland Park, Brookfield, Morton Grove, Skokie, Mt. Prospect, Carol Stream.

Staff also recommends revising the current Ordinance to provide further clarity to this process.

Proposed Solution:

The vehicle stickers program to be outsourced to Third Millennium. There are three parts to the services provided:

(1) Data collection and cleansing:

In order to get accurate data, the vendor will use Secretary of State vehicle registration data, New World system data (vehicle licenses, utility billing) and GIS data. Annually, renewal forms will be sent as reminders to purchase the sticker(s). The purchase and/or renewal can be done online, mail, and walk in.

(2) *Online portal:*

The vehicle stickers will be sold using Third Millennium's secure online software portal which will be available through the Village website. Residents can renew/apply for vehicle license through the portal.

(3) *Fulfillment:*

The vendor will receive completed forms and payments through mail and online. The vendor provides a lockbox service that processes the payment. Once payment is applied, stickers will be mailed to the residents. Exceptions that cannot be processed will be sent to Finance department for resolution.

Based on the vendor's experience with this program in other communities, it is estimated that approximately 20% will renew/apply online, approximately 25% will renew/apply via mail and the remaining 55% are walk ins.

The estimated cost is included as Attachment A.

The Village can opt to have the entire fulfillment processed by Third Millennium at an additional cost of approximately \$6,500.

STAFF RECOMMENDATION

First, approve the proposed revisions to the Ordinance.

Second, on approving the above Ordinance, please authorize the Village Administrator to enter into an agreement with Third Millennium to outsource the vehicle sticker program.



CHAPTER 10.32. - VEHICLE LICENSES^[5]

10.32.010. - Fees.

- (a) Two-year stickers will be issued for vehicle licenses upon payment of the fee established in the annual fee ordinance.
- (b) Purchases of new vehicles and new residents will have fees prorated on a biannual basis.
- (c) There will be no refunds or credits before a sticker expires.
- (d) Vehicle stickers shall be displayed in the front windshield.

(Code 1988, § 10.36.010; Ord. No. O-7-11, § 1, 1-10-2011)

10.32.020. - Overdue penalty.

If a two-year sticker is not purchased by July 31, the stated cost for such license shall double.

(Code 1988, § 10.36.020)

10.32.021. - Newly purchased vehicles; time limits to obtain sticker; penalty.

- (a) *New vehicle.* Upon the purchase of a new vehicle, the owner shall have 30 days to purchase a vehicle sticker. If a vehicle sticker is not purchased within the stated time frame, the cost of the sticker shall double.
- (b) *Replacement vehicle.* Upon purchase of a replacement vehicle, the owner shall have 30 days to obtain a transfer of the current vehicle sticker. If a transfer is not obtained within the stated time frame, the cost of the transfer shall double.

(Code 1988, § 10.36.021)

10.32.022. - New residents; time limits to obtain sticker; penalty.

Vehicle stickers shall be purchased by new residents within 30 days of moving to the village. If a vehicle sticker is not purchased within the stated time frame, the cost of the sticker shall double.

(Code 1988, § 10.36.022)

10.32.030. - Senior citizen discount.

- (a) There is a senior citizen discount in the amount established in the annual fee ordinance.
- (b) The discount will be granted only if all of the following are complied with:
 - (1) The person's age is 65 years or older;
 - (2) The person possesses valid proof of ownership of vehicle;
 - (3) The person possesses a valid driver's license;
 - (4) The vehicle must have current Illinois license plates; and
 - (5) The discount applies to an automobile and pickup truck only.

(Code 1988, § 10.36.030)

CHAPTER 10.32. - VEHICLE LICENSES⁽⁵⁾

Footnotes:

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State Law reference— Motor vehicle license tax authorized, 65 ILCS 5/8-11-4, 625 ILCS 5/2-121.

10.32.000. - Definition

"Vehicle" as used in this chapter shall be construed to mean every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or upon stationary rails or tracks.

10.32.005. - Required.

It shall be unlawful for any person or corporation residing within the Village, as evidenced by the registration of such vehicle with the Secretary of State, to own, to base or to have a situs of a motor vehicle with the Village, unless such motor vehicle is licensed by the Village.

10.32.010. - Fees.

- (a) ~~Two-year~~ stickers will be annually issued for vehicle licenses upon payment of the fee established in the annual fee ordinance.
- (b) ~~Purchases of new vehicles and new residents will have fees prorated on a biannual basis. Stickers purchased for new vehicles after January 31 of the current year, the fee to be paid shall be a sum equal to one half of the annual license fee as established in the annual fee ordinance.~~
- (c) There will be no refunds or credits before a sticker expires or for owners who cease residence within the Village.
- (d) Vehicle stickers shall be displayed in the front windshield on the lower passenger side inside the vehicle.

(Code 1988, § 10.36.010; Ord. No. O-7-11, § 1, 1-10-2011)

10.32.020. - Overdue penalty.

If ~~a two-year~~ the annual sticker is not purchased by July 31 of the current year, the stated cost for such license ~~shall double~~ will include a late fee per the annual ordinance.

(Code 1988, § 10.36.020)

10.32.021. - Newly purchased vehicles; time limits to obtain sticker; ~~penalty~~ late fee.

- (a) *New vehicle.* Upon the purchase of a new vehicle, the owner shall have 30 days to purchase a vehicle sticker. If a vehicle sticker is not purchased within the stated time frame, the cost of the sticker ~~shall double~~ will include a late fee per the annual ordinance.

(b) *Replacement vehicle.* Upon purchase of a replacement vehicle, the owner shall have 30 days to obtain a transfer of the current vehicle sticker. If a transfer is not obtained within the stated time frame, the cost of the transfer ~~will include a late fee per the annual ordinance~~shall double.

(Code 1988, § 10.36.021)

10.32.022. - New residents; time limits to obtain sticker; penalty.

Vehicle stickers shall be purchased by new residents within 30 days of moving to the village. If a vehicle sticker is not purchased within the stated time frame, the cost of the sticker ~~shall double~~ will include a late fee per the annual ordinance.

(Code 1988, § 10.36.022)

10.32.030. - Senior citizen discounted ed fee.

(a) ~~There is a~~ senior citizen discounted ed fee is in the amount established in the annual fee ordinance.

(b) The discounted ed fee will be granted only if all of the following are complied with:

- (1) The person's age is 65 years or older with valid proof of age;
- (2) The person possesses valid proof of ownership of State of IL vehicle registration card;
- (3) The person possesses a valid driver's license;
- (4) The vehicle must have current Illinois license plates; and
- (5) The discount applies to an automobile passenger vehicle and pickup truck only.

(C) Senior citizen discount rates are limited to two vehicles per household. Additional vehicle stickers can be purchased at regular price.

(Code 1988, § 10.36.030)

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Third Millennium Vehicle Sticker Program Costs

	<u>1st Year</u>	<u>Annual</u>
Software System	4,995.00	
2 day Training Consulting	1,200.00	
Data Conversion Cost	1,200.00	
SOS (DMV cost)	495.00	
Software Maintenance		995.00
<i>Mailing (12,500 records):</i>		
Renewal - service to update forms, files		2,995.00
Renewal - cost of paper, processing service		3,612.50 (\$0.289 * 12,500 records)
Postage		3,064.00 (\$0.383 * 8,000 envelopes)
<i>Payment Processing:</i>		
V Pay Software System	2,995.00	
V Pay Software Maintenance		495.00
Server fee for V Pay		1,140.00
Credit Card (2,500) transactions		1,125.00 (\$0.45 * 2,500)
Credit Card (\$100,000)-Matrix fee		2,000.00 (\$100,000 * 2%)
<i>Fulfillment:</i>		
Service		650.00
Mailing-received in lockbox (2,875 stickers)		2,558.75 (\$0.89 * 2,875)
Mailing-received online (2,250 stickers)		1,237.50 (\$0.55 * 2,250)
Postage		2,562.50 (\$0.50 * 5,125)
Vehicle Sticker cost (12,500 stickers)		2,012.50 (\$0.161 * 12,500)
Motorcycle Tag cost (100 tags)		150.00 (\$1.50 * 100)
	<hr/>	<hr/>
	10,885.00	24,597.75

Assumptions:

12,500 license records

8,000 envelopes to be mailed to residents for renewal

2,500 credit card transactions

\$100,000 credit card transaction dollar volume

2,875 records received in lockbox for renewal

2,250 records received online for renewal



◆ PRICE QUOTATION / SERVICES AGREEMENT ◆

DATE: January 29, 2019

CLIENT: Village of Lemont
CONTACT: Christina Smith, Finance Director
PHONE: 630-257-1592
EMAIL: csmith@lemont.il.us

ADDRESS: Village of Lemont
418 Main Street
Lemont, IL 60439

FROM: Elizabeth S. Adducci
PHONE: 630-393-2900
EMAIL: elizabeth.adducci@tmainc.org

DESCRIPTION: Vehicle Sticker Software and Vehicle Application Renewal Mailing Services

Table with 5 columns: QTY, DESCRIPTION, ONE TIME, ANNUAL, NOTES. Rows include Vehicle Licenses Software System, Vehicle Licensing Software Maintenance, and Vehicle Licenses Renewal Mailings.

NOTE: Formal contracts would need to be executed as well.

◆ Please complete section below and eMail back to Third Millennium, Thank You! ◆

APPROVAL: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____

P.O. #: _____
(if applicable)

Pricing is valid for 30 days from the date of price quote above.

Please eMail Completed Form to the Attn of: Elizabeth Adducci

For TMA Internal Use:
LL: _____
JL: _____
EA: _____

Third Millennium Associates
4200 Cantera Drive, Suite 105
Warrenville, IL 60555
(630) 393-2900

**Village of Lemont
- Page 2 -**

Price Quote Notes:

- 1) Vehicle software training is onsite and includes one day of initial user training and one day on-site training/support when you "go-live" on your new vehicle licenses system. Additional training is available at our hourly rates.
- 2) Software training includes: system overview, system setup, building rate tables, cost codes, late fees, menu navigation controls, vehicle record maintenance, end-user and administrator training, inquiry and reporting.
- 3) Village Vehicle renewal applications shall be laser imaged and mailed at a cost of \$0.289 cents per record processed (excluding postage). There would be an annual setup fee of \$2995 for the vehicle application renewal form mailings. This setup fee will pay for a complete pre-production test of all systems and other components. All forms and printed matter proofs are Included.
- 4) Vehicle application renewal mailing services includes: setup, CASS and NCOA certifications, vehicle-boat application forms, laser imaging of forms, outgoing #10 and #9 return envelopes, and postal reports. Does not include postage costs. Additional inserts such as: newsletters, flyers, other citizen coorespondane, etc. can be inserted with the vehicle-boat renewal application form for a cost of 3.5 cents per insert, plus the cost of additional inserted item. The additional items must qualify for insertion on our high-speed production equipment.
- 5) If the SOS file is used, the Village will need to obtain and pay the IL SOS for the file. TMA will incorporate the IL SOS file with additional data management for the Village. For the first year, the fee to handle the IL SOS file will be waived. Any subsequent use in future of the IL SOS file will add \$350 to the set up fee for data management.



◆ PRICE QUOTATION / SERVICES AGREEMENT ◆

DATE: January 28, 2019

CLIENT: Village of Lemont
CONTACT: Christina Smith, Finance Director
PHONE: 630-257-1592
EMAIL: csmith@lemont.il.us

ADDRESS: Village of Lemont
418 Main Street
Lemont, IL 60439

FROM: Elizabeth S. Adducci
PHONE: 630-393-2900
EMAIL: elizabeth.adducci@tmainc.org

DESCRIPTION: Vehicle Sticker V-Pay Online Payments and Services

Table with 5 columns: QTY, DESCRIPTION, ONE TIME, ANNUAL, NOTES. Rows include V-Pay Vehicle Online Payments Software, Hosted V-Pay Online Payments Server Fee, and V-Pay Online Payments Software Maintenance.

NOTE: Estimated volume based on 12,500 mailed applications. 18% volume estimated = 2,250 pieces processed Per credit card transaction. I used 1,995 credit card transactions to purchase 2,250 stickers.
NOTE: Formal contracts would need to be executed as well.
NOTE: Matrix Payment Systems in Hoffman Estates is our credit card process partner. Their rate is 1.5%-2% per transaction.

◆ Please complete section below and eMail back to Third Millennium, Thank You! ◆

APPROVAL: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____

P.O. #: _____
(if applicable)

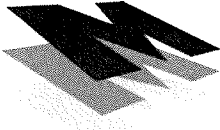
Please eMail Completed Form to the Attn of: Elizabeth Adducci

For TMA Internal Use:
LL: _____
JL: _____
EA: _____

Third Millennium Associates
4200 Cantera Drive, Suite 105
Warrenville, IL 60555
(630) 393-2900

Price Quote Notes:

- 1) Vehicle software training is onsite and includes one day of initial user training and one day on-site training/support when you "go-live" on your new vehicle licenses system. Additional training is available at our hourly rates.
2) Software training includes: system overview, system setup, building rate tables, cost codes, late fees, menu navigation controls, vehicle record maintenance, end-user and administrator training, cash receipts processing, inquiry and reporting.
3) Vehicle scofflaw follow up mailing services includes: all data processing services, data analytics, CASS and NCOA certifications, vehicle application forms, laser imaging of forms, outgoing #10 and #9 return envelopes, and postal reports. Does not include postage costs.



Third Millennium
Associates, Incorporated

◆ PRICE QUOTATION / SERVICES AGREEMENT ◆

DATE: January 28, 2019

CLIENT: Village of Lemont
CONTACT: Christina Smith, Finance Director
PHONE: 630-257-1592
EMAIL: csmith@lemont.il.us

ADDRESS: Village of Lemont
418 Main Street
Lemont, IL 60439

FROM: Elizabeth S. Adducci, Vice President
PHONE: 630-393-2900
EMAIL: elizabeth.adducci@tmainc.org

DESCRIPTION: Vehicle Fulfillment Services

QTY	DESCRIPTION	ONE TIME	ANNUAL	NOTES
(1)	Vehicle Fulfillment Services		\$ 650.00	
	- Plus Mailed in Lockbox Transactions \$0.89 cents per Sticker-Tag Purchased (excluding return postage)		\$ 2,558.75	By Record Volume
	- Plus Online Transactions \$0.55 cents per Sticker-Tag Purchased (excluding return postage)		\$ 1,237.50	
		\$ -	\$ 4,446.25	

NOTE: Postage for returning fulfilled items to citizens would be billed to Lemont with invoice for fulfillment.

NOTE: Any exceptions processed by Lockbox, would be returned to the Village.

Either UPS/FedEx account number of Village would be used for return of exceptions.

NOTE: **Estimated** volume based on 12,500: 18% online = 2,250 pieces; 23% mailed = 2,875 pieces

NOTE: Formal contracts would need to be executed as well.

◆ Please complete section below and eMail back to Third Millennium, Thank You! ◆

APPROVAL: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____

P.O. #: _____
(if applicable)

Pricing is valid for 90 days from the date of price quote above.

Please Email Completed Order Form to the Attn of: Elizabeth Adducci -

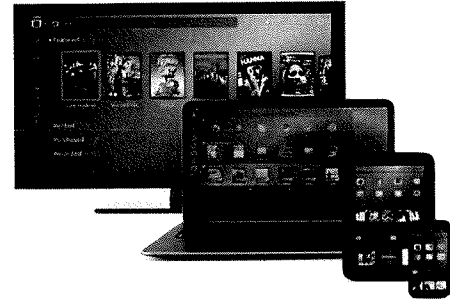
For TMA Internal Use:
LL: _____
JL: _____
EA: _____

Third Millennium Associates
4200 Cantera Drive, Suite 105
Warrenville, IL 60555
(630) 393-2900

Vehicle Fulfillment Services:

Third Millennium vehicle sticker fulfillment services is comprised of two segments. The first segment is the Lock Box portion. The second segment is the fulfillment portion which is performed utilizing our vehicle software which is also installed at the remittance processing center. The fulfillment software is the exact same vehicle licenses software that would be installed and operational at your Village Hall.

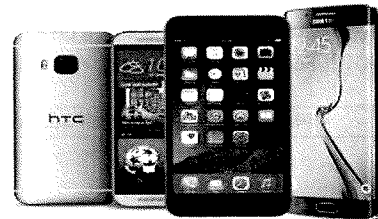
Third Millennium will retrieve your vehicle sticker remittance mail from our designated Post Office Box and perform the Lock Box processing procedures in accordance with your directions. After completion of the Lock Box segment, the vehicle applications will be moved as a daily batch to the fulfillment processing center located in the same facility. The fulfillment center will enter the payment information into your vehicle database by vehicle, keyboard enter all vehicle and/or plate changes, assign and enter a sticker number/control total to each vehicle, staple the sticker to the appropriate vehicle application, and insert the purchased vehicle sticker and application into a #10 return envelope and return mail to the compliant citizen.



Each fulfilled transaction will be entered online into the Village's vehicle licenses system. Transactions are updating the Village's vehicle database in real-time. Reports can be generated, viewed and printed at Village Hall at any time. Third Millennium's vehicle software has the ability to track each lock box payment and fulfillment item and/or batch as required, providing a date/time stamped line item report for audit purposes.

Our fulfillment services can also include updating your vehicle system for all over-the-counter and currency exchange (if applicable) transactions, eliminating all current "in-house" vehicle date entry updates and vehicle record changes, additions, and deletions.

Third Millennium's vehicle licenses software, and fulfillment services provides a streamlined end-to-end solution for purchasing vehicle stickers eliminating the long lines out the door during your busy annual renewal season. Vehicle sticker revenue gets deposited into your bank account faster, reduces stress on your operations staff, and provides a cost-effective alternative to in-house vehicle license processing.





Third Millennium Associates (TMA)
 ◆ PRICE QUOTATION / SERVICES AGREEMENT ◆

DATE: February 12, 2019

CLIENT: Village of Lemont
CONTACT: Christina Smith, Finance Director
PHONE: (630) 257-1592
EMAIL: csmith@lemont.il.us

ADDRESS: Village of Lemont
 418 Main Street
 Lemont, IL 60439

FROM: Elizabeth S. Adducci, Vice President
PHONE: (630) 393-2900
EMAIL: elizabeth.adducci@tmainc.org

DESCRIPTION: 2019-2020 Vehicle License Window Decals

QTY	DESCRIPTION	UNIT PRICE	TOTAL	NOTES
12,500	2019-2020-Vehicle Stickers Custom Decals - 12,500 Decals - 4 Color Process Decals - Decal Size = 3.0" Wide x 5.0" High; Removable - Decal Size includes 1" barcode tab - Decal Size includes 1" tab for Bend & Peel instructions - Consecutive Numbered - Includes 3 of 9 barcode - Variable Data Printed on Decals: - 1 to 12500 Decal Expires July 31, 2020 Additional Vehicle License Decals Specifications: - Inside Window, Face Down, Face Adhesive - Packaging = Grouped in packages of 200	\$ 0.161	\$ 2,012.50	
100	2019-2020-Motorcycle Tags Metal shape and color TBD S hook or O hook included in price We have a minimum order for metal tags, 100 pieces.	\$ 1.50	\$ 150.00	
TOTAL:			\$ 2,162.50	

NOTES: The Village to send Artwork to TMA in Electronic Format to create Proof approvals of each type.

◆ Please complete section below and eMail back to Third Millennium, Thank You! ◆

APPROVAL: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____

P.O. # _____
(if applicable)

Please eMail Completed Form to the Attn of: Elizabeth Adducci

For TMA Internal Use: LL: _____ JL: _____ EA: _____

Third Millennium Associates
4200 Cantera Drive, Suite 105
Warrenville, IL 60555
(630) 393-2900



VEHICLE APPLICATION PRODUCTION AGREEMENT

Third Millennium Associates, Inc. and
the Village of Lemont, IL

This agreement, which is one years in duration, will automatically renew annually thereafter, unless either party provides to other party written notice of cancellation at least 120 days prior to the agreement anniversary.

This agreement is entered into this _____ day of _____ 2019, by and between Third Millennium Associates, Inc. (hereinafter referred to as “TMA”) and the **Village of Lemont, IL** (hereinafter referred to as “VILLAGE”).

For consideration of payment TMA will provide to VILLAGE, consulting services, programming, data processing, laser imaging and mailing services for the purpose of rendering Vehicle License Applications and certain other items as detailed on the attached Schedule A.

1. **Pre-agreement Confidentiality**

Confidentiality and non-disclosure are defined by mutual agreement between TMA and VILLAGE per the attached agreement document dated and signed on the _____ day of _____, 2019 by TMA and VILLAGE. Also refer to paragraph 10 of this agreement.

2. **Pricing Structure**

The prices on which products and services will be provided by TMA to VILLAGE are set forth on the attached Schedule B.

3. **Postage Cost**

Postage costs are not included in the attached listed prices and will be paid by VILLAGE directly to the USPS via C.A.P.S. The USPS will report directly to VILLAGE all amounts debited to the VILLAGE’S C.A.P.S. account.

4. **Payment Terms**

The TMA Invoice format shall detail the mailing and the date of the provided service. All correctly rendered TMA invoices shall be paid by VILLAGE in accordance with the Illinois Prompt Payment Act.

5. **TMA Quality Commitment**

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

6. Limits of Liability

TMA agrees to use all reasonable efforts to provide timely computer services, but will not be held liable for errors of omission resulting from inaccuracies or defects in any VILLAGE document data file, or for errors, omissions or delays resulting from improper input and output data controls and procedures used by VILLAGE or given to TMA by VILLAGE.

TMA shall not be held responsible for any loss or delay or any default caused by acts of God or any other circumstances outside TMA'S control which includes, but is not limited to fire, flood, or labor from usual sources of supply, government restrictions, or electrical, mechanical or computer software failure that is unavoidable or beyond reasonable control of TMA. TMA agrees to use all reasonable efforts to provide timely production services at an alternate site in the event that their production site is unusable due to the aforementioned acts of God or any circumstances outside TMA'S control. TMA'S maximum liability for any and all claims arising from the performance of its obligations shall not exceed the purchase price of the products and computer services provided.

7. Division of Responsibilities

7A. TMA Responsibilities:

- 7A-1. To write the software to convert the VILLAGE database billing input files to the required laser image formatted output files.
- 7A-2. To write the software that will allow your Vehicle billing flat files to be processed through AccuZip postal software for the purpose of reducing VILLAGE'S postage to the minimum allowable postage rate. Utilize TMA proprietary software to group "same surname / same address" for insertion into single out-bound mailing envelope. CASS and NCOA certify the billing file and provide VILLAGE a CD-ROM of NCOA activity.
- 7A-3. To procure all materials required to produce and mail the Vehicle license applications, this includes the billing application form, Two separate No.10 window envelopes, No.9 courtesy reply envelope and over the counter Vehicle registration forms. TMA will NOT guarantee the quality or performance of materials not produced by TMA.
- 7A-4. TMA will e-mail to VILLAGE a full PDF of the applications being mailed, created from data provided by VILLAGE.
- 7A-5. TMA will laser image and mail all VILLAGE documents at agreed upon date after VILLAGE approval of full PDF.
- 7A-6. TMA will provide our employees the required training to ensure the confidentiality of your information.
- 7A-7. TMA will maintain effective and timely communications with the VILLAGE in all matters pertaining to the responsibilities listed herein.

7B. VILLAGE Responsibilities:

- 7B-1. To provide TMA consistently populated and accurate Vehicle application billing files for the purpose of laser imaging and mailing.
- 7B-2. To provide a response via e-mail verifying the TMA PDF proofs are accurate and correct as stated in 7A-4.
- 7B-3. To maintain a CAPS account with the U.S.P.S.
- 7B-4. To pay correctly rendered TMA invoices in accordance with the Illinois Prompt Payment Act.

8. Price Changes

The prices listed on Schedule B shall be subject to review each year on the anniversary date of this agreement. That review shall determine if there were any increases or decreases in the cost of paper, production, transportation or any other cost component of the herein contained products and/or services. Prices may also be reviewed if the agreement quantity as stated in SCHEDULE "B" varies by more than ten percent.

TMA must provide third-party documentation of cost increases to VILLAGE. That documentation shall consist of letters of price increase or decrease from paper mills, articles from the Wall Street Journal or any other legitimate and universally accepted source. In the absence of the above documentation, the U.S. Consumer Price Indexes (CPI-U) or 5% whichever is less, will be used as the source of price increase or decrease.

9. Renegotiations and Cancellation

In the event either party is in breach of any of the terms contained herein, the non-breaching party shall give written notice of said breach to the breaching party. The breaching party shall have ten (10) days to cure the breach. In the event said breach is not cured within ten (10) days of notice, the non-breaching party may then give thirty (30) days written notice of cancellation of this Agreement.

10. Post-Agreement Confidentiality

In the event of cancellation or expiration of this agreement, TMA shall return to VILLAGE all materials and information pertaining to the performance of this agreement. These materials shall include, but are not limited to, all magnetic media, all printed material, all notes, memos or other sources of VILLAGE confidential information. In no instance, prior to, during, or after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the VILLAGE document file or any other such VILLAGE files, whether written or in magnetic media format.

11. Other Provisions

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements. No amendment, supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

This agreement shall be construed and interpreted according to the laws of the State of Illinois.

If any provision, clause or part of this agreement, or the application thereof under certain circumstances is held illegal or unenforceable, the remainder of this agreement, or the application of such provision, clause or part under certain circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement effective as of the date last written below.

AUTHORIZATION:

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: Elizabeth S. Adducci

Name: Elizabeth S. Adducci

Title: Vice President

Date: January 29, 2019

VILLAGE OF LEMONT, IL

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A

Materials to be provided by TMA:

- M1. 11" x 8 ½" Laser Vehicle application documents, items are printed two (2) colors create two 3 ½" x 8 ½" attached documents.
- M2. 3 ½" x 8 ½" two-part carbonless paper hand written "over the counter" Vehicle Application forms. Two color face, one color back, printed on 15 lb. carbonless.
- M3. No. 10 Standard window envelope with one (1) color printing on face. Paper is 24 lb. white wove. TMA will provide VILLAGE No.10 window envelopes for the return mailing of stickers to Citizens.
- M4. No. 9 courtesy reply envelope printed one (1) color printing on face. Paper is 24lb. white-wove.
- M5. With mutual written agreement, VILLAGE may authorize TMA to provide certain materials for new projects or variations of the Vehicle billing project. These material descriptions may be attached to, and become a part of, Schedule A.

Services to be provided by TMA:

- S1. To write the VILLAGE Vehicle billing flat file conversion program that will produce the desired laser image Vehicle application billing format.
- S2. To write the software that will allow VILLAGE'S vehicle billing flat file to be processed through TMA Postal application software.
- S3. To utilize the appropriate software to match and group "same surname / same address" Vehicle applications for insertion into a common out-bound mailing envelope.
- S4. To CASS and NCOA certify vehicle file and provide VILLAGE with CD of Citizens who moved out of or within the VILLAGE. Provide sort listing of all records. Process the VILLAGE vehicle file using Postal sort application software to reduce VILLAGE'S postage rate to the minimum amount allowed by the US Postal system.
- S5. To laser image the VILLAGE Vehicle license application in quantities as stated in schedule "B" of this agreement.
- S6. To group, insert, seal, tray, sleeve, band, label and deliver to the US Post office all pieces laser imaged with respect to item S5.
- S7. To insert additional pieces into the outgoing No.10 Billing envelope as directed by VILLAGE per the conditions and fees as stated in Schedule "B" of this agreement.

- S8. With mutual written agreement, VILLAGE may authorize TMA to provide certain services and or products for new projects or variations of this vehicle project. These services would be quoted at time of work discussion. These service descriptions may be attached to, and become a part of Schedule "A".

SCHEDULE B - Pricing

The prices contained herein are based on an average annual usage of 12,500 Vehicle Applications. Any variance in the above quantities in excess of ten percent may be cause for a price review. There will be no more than one production run for the above stated item. Each Vehicle License Application billing unit shall consist of the components described in Schedule A.

- 1B. VILLAGE Vehicle applications shall be laser imaged and mailed at a cost of \$0.289 cents per record processed (excluding postage). There will be an annual system set-up fee of \$2,995.00 for the vehicle process. These fees will pay for a complete pre-production test of all systems and components. Included are all forms and printed matter proofs, various tests to insure data input and output integrity. Also included in the above fees are the consulting services to coordinate the USPS, software integration for VILLAGE, and your Bank Lock Box (if applicable) and TMA. VILLAGE and TMA shall develop an edit process to verify all record counts and appropriate control totals. The above procedures will allow the mutual performance of "Responsibilities" as stated in Paragraph Seven (7).
- 2B. A separate insertion charge will be applied for any additional item inserted into the outgoing documents envelope. Insertion items must physically qualify for use on our insertion equipment. The insertion charge is \$0.02 cents per item. This fee does not include the cost of supplying the additional items to be inserted.
- 3B. Upon mutual written agreement, VILLAGE may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule B.



THIRD MILLENNIUM ASSOCIATES, INC. VEHICLE STICKER V-PAY SOFTWARE AGREEMENT

THIS AGREEMENT, is made by and between Third Millennium Associates, Incorporated (TMA), its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105, Warrenville, Illinois, 60555, an Illinois corporation, hereinafter referred to as Licensor, and the **Village of Lemont, IL** hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensee has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that facilitates the secure internet payment and direct electronic download of **Village of Lemont, IL** vehicle sticker payments.

WHEREAS, Licensor will lease such software to Licensee solely for the benefit of TMA and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at Licensee's premises specified above, for use in Licensee's business operations only in association with TMA billing services. With no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software or its contents, except as permitted hereinafter, all or part of the Software to anyone not a party to this Agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as hereinafter set forth, the Licensor and Licensee do hereby agree as follows:

1. (a) Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above in perpetuity, or until Licensee discontinues its use of the Software. Either Licensor or Licensee may terminate this agreement prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been remedied within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of termination.

1. (b) The Licensee shall pay a software license fee to Licensor of \$2,995.00 at the execution of this agreement, plus additional services fees (training, consulting, project and implementation management services) as specified in TMA's Price Quotation / Services Agreement dated February 3, 2017 which is incorporated herein and made a part hereof. The software license fee and services shall be non-refundable.

1. (c) The Licensee shall pay an annual software maintenance fee of \$495.00 to Licensor for its services in the maintaining and upgrading of the Software, such fee to be adjusted by TMA at its option at annual intervals. The maintenance fee hereunder shall be due at the time of execution of this agreement and on each anniversary of the agreement. Failure to use the services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this Agreement and result in an immediate return of the Software to Licensor.

1. (d) The Licensee shall pay an annual server hosting fee of \$1,140.00 and Licensee shall be charged 45 cents per credit card transaction.

1. (e) The Licensee shall pay Matrix Payment Systems, Inc. the associated and customary internet credit card processing fees as agreed between the Licensee and Matrix Payment Systems. Licensors does not set or control the fees charged for credit card payment transactions.

2. (a) The License granted hereunder may not be sublicensed or have any intellectual property rights, trade secret, or other proprietary rights in the Software transferred or used to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified herein.

2. (b) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

2. (c) Licensee is exclusively responsible for the supervision, management and control of the Software and all protections of Licensor's proprietary rights in the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for any purpose other than to benefit TMA without the prior written consent of the Licensor, which shall not be unreasonably withheld.

2. (d) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially or fully disclosing the Software to necessary subcontractors for the purpose of facilitating TMA business including using such Software for internet online vehicle sticker billing payments per this Agreement. Said subcontractor(s) shall be required to sign a Confidentiality Agreement consistent with that required by Licensor and signed by Licensee and designed to protect Licensor's proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee. No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced, or provided or otherwise made available to any person, other than authorized employees of the Licensee or to qualified subcontractors in conformity with this Agreement.

2. (e) The non-universal updating, improvement or custom modifications made to the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore in paragraph 1 (b), or maintenance fee referenced in paragraph 1 (c), and shall be charged to, and paid for, by the Licensee.

3. (a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

3. (b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

3. (b1) Was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed to be excluded from the confidentiality protection;

3. (b2) Becomes available as public knowledge through no breach of this Agreement by Licensee;

3. (b3) Is released by express written permission given by Licensor; or

3. (b4) Was developed by Licensee independent of any assistance from Licensor.

4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return such Software and any improvements to the Software to Licensor. Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option, Licensor may request Licensee to destroy all such Software and in Licensee's possession or control execute a destruction certificate in any format designated and/or supplied by Licensor.

5. (a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship for a period of ninety (90) days from the date of receipt to Licensee; and that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

5. (b1) Licensor must be timely notified of any malfunction of the Software within the ninety (90) day period mentioned above by written notice to the address specified in paragraph 8.

5. (b2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.

5. (b3) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty within ninety (90) days from the date of initial receipt of the Software by Licensee, or from the date of issuance and installation of any update to the Software. In no event shall Licensor be liable for claims of indirect or consequential damages.

6. This Software License Agreement shall be governed under the laws of the State of Illinois.

7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this Software License Agreement due to circumstances or causes beyond their control.

8. Any notices necessary hereunder shall be in writing and sent via certified mail with return receipt requested to Licensee, to the attention of (Finance Department) at Village of Lemont, 418 Main Street Lemont, IL 60439 or to Licensor at 4200 Cantera Drive, Suite 105, Warrenville, Illinois 60555, or such new address as either Party may designate.

9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing and agreed to by both Licensor and Licensee.

Witness our hands and seals this _____ day of _____, 2019.

LICENSOR:

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: Elizabeth S. Adducci

Name: Elizabeth S. Adducci

Title: Vice President

Date: January 28, 2019

LICENSEE:

VILLAGE OF LEMONT, IL

Signature: _____

Name: _____

Title: _____

Date: _____



CONFIDENTIALITY AGREEMENT
BETWEEN VILLAGE of LEMONT, IL
AND
THIRD MILLENNIUM ASSOCIATES, INC.

This agreement made and entered into this ____ day of _____, 2019 by and between Third Millennium Associates, Inc. (hereinafter referred to as “TMA”) and the **Village of Lemont, IL** (hereinafter referred to as “VILLAGE”).

Whereas VILLAGE desires to keep in confidence all information pertaining to the VILLAGE vehicle licensing billing files whereas TMA desires to keep in confidence all technical and systems information.

Now, therefore, in consideration of the mutual covenants and agreements of each party to the other as stated herein, it is mutually agreed among the parties as follows:

1. SYSTEM DESIGN VILLAGE will make available to TMA for the purpose of evaluation and system development certain confidential information. This information shall include but not be limited to name and address files, billing amounts, and certain past due information.

2. CONFIDENTIAL DOCUMENTS VILLAGE shall give to TMA confidential information and TMA shall make copies for internal purposes only. All written information presented to TMA shall be and remain confidential.

3. CONFIDENTIAL ORAL DISCLOSURES VILLAGE shall inform TMA through its representatives that a particular oral disclosure shall be deemed confidential information.

4. TMA NON-DISCLOSURE TMA and its designated personnel will hold in confidence all confidential information disclosed for the purpose of evaluating its interest in establishing a business relationship with VILLAGE. Upon establishing a desire to enter into a business relationship, all confidential information shall continue to remain confidential. If no business relationship should exist, all information shall be returned to VILLAGE by TMA and TMA shall purge all files related to VILLAGE.

5. VILLAGE NON-DISCLOSURE TMA shall make available to VILLAGE orally and / or in writing, details regarding the design and functionality of TMA's software and systems. These shall be held in strict confidence by VILLAGE and shall not in any way be shared with or disclosed to a third party.

In no instance, during or at any time after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the VILLAGE Utility billing files or past due file or any other such VILLAGE files, whether written or in electronic format.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: Elizabeth S. Adducci

Name: Elizabeth S. Adducci

Title: Vice President

Date: January 29, 2019

VILLAGE OF LEMONT, IL

Signature: _____

Name: _____

Title: _____

Date: _____



THIRD MILLENNIUM ASSOCIATES, INC. VEHICLE LICENSES SOFTWARE AGREEMENT

THIS AGREEMENT is made by and between Third Millennium Associates, Incorporated (TMA), its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555, an Illinois corporation, hereinafter referred to as Licensor or TMA, and the **Village of Lemont, IL** hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that maintains and updates the Software necessary for the issuance and reissuance of vehicle stickers, with additional usages available to such Software when modified.

WHEREAS, Licensor will license such software to Licensee solely for the benefit of TMA, and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at Licensee's premises specified above, for use in Licensee business operations only in association with TMA billing services. With no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software or its contents, except as permitted hereinafter, all or part of the Software to anyone not a party to this agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as hereinafter set forth, the Licensor and Licensee do hereby agree as follows:

1. (a) Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above until Licensor discontinues Licensee's use of the Software. Either Licensor or Licensee may terminate this agreement prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been corrected within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of termination.

1. (b) The Licensee shall pay a license fee to Licensor of \$4,995 at the time of execution of this agreement, plus additional services fees (project and implementation management, data conversion services) as specified in TMA's Signed Price Quotation / Services Agreement dated January 28, 2019 which is incorporated herein and made a part hereof. The software license fee and services shall be non-refundable.

1. (c) The Licensee shall pay an annual software maintenance fee of \$995.00 to Licensor for its services in the maintaining and upgrading of the Software, such fee to be adjusted by TMA at its option at annual intervals. The maintenance fee hereunder shall be due at the time of execution of this agreement and on each anniversary of this agreement. Failure to use the services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this agreement and result in a return of the Software to Licensor.

2. (a) The License granted hereunder may not be sublicensed or have any intellectual property rights, trade secret, or other proprietary rights in the Software transferred or used to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified herein.

2. (b) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

2. (c) Licensee is exclusively responsible for the supervision, management and control of the Software and all protections of Licensor's proprietary rights in the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for the purposes of the Licensee, without the prior written consent of the Licensor, which shall not be unreasonably withheld.

2. (d) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially or fully disclosing the Software to necessary subcontractors for the sole and limited purpose of properly using such Software in the licensing and re-licensing of vehicle stickers issued by Licensee only to benefit TMA per Licensee's Agreement with TMA. Said subcontractor(s) shall be required to sign a Confidentiality Agreement consistent with that required by Licensor and signed by Licensee and designed to protect the proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee. No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced, or provided or otherwise made available to any person, other than authorized employees of the Licensee or to qualified subcontractors in conformity with this Agreement.

2. (e) The non-universal updating, improvement or custom modifications made to the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore in paragraph 1 (b), or maintenance fee referenced in paragraph 1 (c), and shall be charged to, and paid for, by the Licensee.

2. (f) The Software shall be used only in conjunction with Licensor mailing services, Licensor on-line services and any other ancillary services provided by or on behalf of Licensor exclusively.

3. (a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

3. (b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

3. (b1) Was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed to be excluded from the confidentiality protection;

3. (b2) Becomes available as public knowledge through no breach of this Agreement by Licensee;
 3. (b3) Is released by express written permission given by Licensor; or
 3. (b4) Was developed by Licensee independent of any assistance from Licensor.
4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return such Software and any authorized improvements to the Software, and Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option Licensor may request Licensee to destroy all such Software in Licensee's possession or control, and execute a destruction certificate in any format designated and/or supplied by Licensor.
5. (a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship for a period of ninety (90) days from the date of receipt to Licensee; and that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

5. (b1) Licensor must be timely notified of any malfunction of the Software within the ninety (90) day period mentioned above by written notice to the address specified in paragraph 8.
5. (b2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.
5. (b3) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty within ninety (90) days from the date of initial receipt of the Software by Licensee, or from the date of issuance and installation of any update to the Software. In no event shall Licensor be liable for claims of indirect or consequential damages.

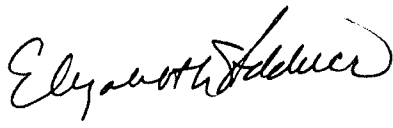
6. This Software License Agreement shall be governed under the laws of the State of Illinois.
7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.
8. Any notices necessary hereunder shall be in writing and sent certified mail with return receipt requested to Licensee, to the attention of (Finance Director) at Village of Lemont, 418 Main Street, Lemont, IL 60439 or to Licensor at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555 or such new address as either Party may designate.

9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing, and agreed to by both Licensor and Licensee.

Witness our hands and seals this _____ day of _____, 2019.

LICENSOR

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: _____  _____

Name: _____ Elizabeth S. Adducci _____

Title: _____ Vice President _____

Date: _____ January 28, 2019 _____

LICENSEE

VILLAGE OF LEMONT, IL

Signature: _____

Name: _____

Title: _____

Date: _____



ADDENDUM A THIRD MILLENNIUM ASSOCIATES, INC. VEHICLE STICKER FULFILLMENT SERVICES

THIS ADDENDUM (the “Addendum”), being a part of the original Vehicle Licenses Software, Vehicle Sticker V-Pay Software, and Vehicle Sticker Application Production Agreement(s), and as extended by mutual agreement of the parties hereunder, by and between **Village of Lemont, IL** (“**Client**”) and Third Millennium Associates, Incorporated (“**TMA**”). WHEREAS, Client and TMA have agreed to amend the Vehicle Licenses Software, Vehicle Sticker V-Pay Software, and Vehicle Sticker Application Production Agreement(s) under the following terms and conditions only, with all other terms and conditions remaining in full force and effect.

NOW, therefore, for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to only the following amendments to these Agreements.

Vehicle Sticker Fulfillment Services:

Third Millennium Associates (TMA) Vehicle Sticker Fulfillment Services is comprised of two segments. The first segment is the lock box portion. The second segment is the fulfillment portion which shall be performed utilizing TMA’s copyrighted Vehicle Licenses Software which is also installed at the remittance processing fulfillment service center. The fulfillment center software is the exact same TMA Vehicle Licenses Software that will be utilized by the Village staff at your Village Hall.

TMA will retrieve your Vehicle Sticker remittance mail from our designated Post Office Box and perform the lock box payment application procedures in accordance with your directions.

After completion of the lock box segment the Vehicle applications will be moved as a daily batch to the fulfillment processing center located in the same facility. The fulfillment center will utilize TMA’s Vehicle Licenses Software to enter the payment information by vehicle, key board enter all vehicle and/or plate changes, assign and enter a sticker number/control number to each vehicle, staple the sticker to the appropriate application, insert the application/sticker into a Number 10 return envelope, and mail back to the compliant citizen.

Each fulfilled transaction will be entered online by our fulfillment center staff into the Village’s TMA Vehicle Licenses Software. Transactions are updating the Village’s TMA Vehicle Software database in real-time. Specific user and administrative reports can be generated, viewed and/or printed at the Village Hall on demand with ease and at any time during the fulfillment process.

TMA’s Vehicle Licenses Software has the ability to track each lock box payment, fulfillment item and/or batch, providing a date and time stamped line item report for audit purposes. TMA’s pricing for the fulfillment segment of this service for mailed in lockbox transactions is 89 cents per vehicle and 55 cents for online V-Pay transactions (excluding return postage). There is an annual TMA fulfillment services set-up fee of \$650.00 per year.

If you require TMA to send back the Vehicle Sticker Applications, TMA will return the items to Client at the end of your vehicle season and bill Client for that service at actual cost.

This Addendum, with your signed acceptance below, will be attached to and become part of Page 6, Schedule B – Pricing, Paragraph 3B of the Vehicle Sticker Application Production Agreement.

AUTHORIZATION:

VILLAGE OF LEMONT, IL

Signature: _____

Name: _____

Title: _____

Date: _____

THIRD MILLENNIUM ASSOCIATES, INC.

Signature:  _____

Name: Elizabeth S. Adducci

Title: Vice President

Date: January 28, 2019

TO: Mayor and Village Board
FROM: George J. Schafer, Village Administrator

SUBJECT: Discussion of Strategic Plan Status Update

DATE: February 21, 2019

SUMMARY/ BACKGROUND

The Village Board and senior staff recently went through a comprehensive strategic planning process in which we will continue to update the Board on its progress throughout its implementation. The strategic plan consists of strategic priorities and associated key outcomes, strategic initiatives and action items. For the conversation at the February 25th Committee of the Whole, we will be going over the strategic priorities and their associated key outcomes. In relation to the priority areas, activities from the current fiscal year and proposed initiatives and activities for the upcoming fiscal year will be discussed. Items noted with a "*" will have a budgetary impact on the upcoming fiscal year budget, which will be discussed in its entirety at the March 18th Committee of the Whole budget workshop.

STRATEGIC PRIORITIES AND DESIRED OUTCOMES

Community Development

1. Consistent levels of new & redeveloped housing
2. Board, PZC and staff have common vision on development system, growth & development
3. A unified, consistent boundary

FY 18-19

- Housing: Permitting for over 100 new construction single family homes; Entitlements for Hartz Construction, Derby Pines, Willow Pointe; Rolling Meadows final Phase
- Regulatory: New single-family zoning district established; 1st annual meeting held with the Planning & Zoning Commission to discuss vision and code updates
- Boundaries: Quo Warranto litigation settled with no ouster of territory; Will County corridor annexed for Will County triangle development; annexation of Hartz territory; Boundary agreement with Homer Glen entered;
-

FY 19-20

- Housing: Expected Entitlements for Timber Run (Vistancia), Knotting Hill.
- Regulatory: Update of International Building Codes and negotiation of new IGA with Lemont Fire Protection District for fire code reviews*; Evaluation of R-4a district and if needed UDO updates; 2nd annual meeting with Board/staff/PZC to discuss code updates and vision.

- Boundaries: Utility sharing agreement with Homer Glen; Lemont west boundaries established with Romeoville; annexation of unincorporated pockets; Lemont east finality

Community Image

1. Regional Awareness of Lemont
2. A positive image of Lemont

FY 18-19

- Video Program – New restaurant videos created and shared; Welcome to Lemont video created and pushed out to public via social media channels.
- Print/Traditional Advertising - tourism/event-based program continued
- Communication tools – Facebook greater reach and frequency of posts/HCCVB partnership; POLCO baseline questionnaire implemented; Cleargov transparency tool implemented;

FY 19-20

- Video Program – Include all new businesses in videos series; new Lemont video focused on housing to be developed*; Lemont Community TV partnership with high school, community college and/or contractors evaluated and potentially implemented*
- Print/Traditional Advertising – tourism/event-based program continued*; leverage of Village owned billboard for billboard placement on interstates
- Communication tools – Continuation of Facebook campaigns and HCCVB social media partnership; POLCO baseline questionnaire implemented plus project specific questions; Enhance Cleargov categories and benchmarking, utilize social media for development approval communication.
- Multi-jurisdiction visioning project potential – led by consultant*

Economic Vitality

1. Downtown and uptown are thriving, stable retail districts
2. Downtown Lemont and HQRA are destinations
3. Non-retail commercial sectors are economically successful

FY 18-19

- Downtown: Inventory created and maintained; Downtown TOD TIF established; Wayfinding signage implemented; tri-central property collaboration evaluated; No cash bid process for key downtown parcels; I&M Canal restoration options evaluated and put on hold
- Uptown: Inventory created and maintained; Pete’s Fresh incentive package and permits; entitled Will County fueling station; Attendance at trade shows and involvement with broker community*
- HQRA: Establishment of HCOR; Continuation of restoration day collaboration with CITGO; Entitlements for the Forge; License agreement negotiation with Forge; Fishing partnership established with DNR and surveying.
- Industrial Sector: New Zoning District created for canal industry; entitled canal operations – mulch and salt operators



FY 19-20

- Downtown – Wayfinding signage to be finalized*; Downtown kiosks*; Downtown visitor counting devices installed; Quiet zone analysis updated*; tri-central property collaboration; Negotiate development agreement for Petersons property*; evaluate need for 3rd Downtown TIF District; apply for Phase I engineering grant funding for pedestrian bridge over SS Ship Canal; Complete pre-engineering with ComEd on undergrounding of utilities in key downtown areas*; Downtown parking lot*; I&M Canal restoration options via HCOR recommendations*
- Uptown – Gateway Signage and additional uptown wayfinding signage*; development/utility agreement for Will County fueling station site*
- HQRA: Oversight of site development of the Forge; coordination of public improvements for Forge Phase I reimbursable projects (parking lots, road, bridges) Coordination of Forge Phase II reimbursable projects – road, utilities, crossing. Fishing partnership with DNR – posting regulations and stocking program; visitor counting devices installed*
- Industrial Sector: Revisit MWRD owned property annexations and vacant properties; evaluate Lemont west property for potential class-A industrial; evaluate New Ave and Main Street for industrial corridors

Financial Sustainability

1. Broad Revenue Base
2. Sound financial fundamentals
3. Stability of all government funds

FY 18-19

- New Revenue Streams: Overweight truck permits; business license increases
- Home Rule Referendum Public Information Project; 1% Non-Home Rule Sales Tax Public Information Project
- Cost Reduction plan: RFPs/Bids/contract review for banking services, copiers, cleaning, cell phone, legal services, health insurance
- Pension Indicators: Pension funding exceeds actuarial required contribution; detailed evaluation of actuarial assumptions conducted for future years
- Fund Stability: Reduced full-time staff to minimum staffing levels (60 full-time; 70 full-time equivalents); longer-term labor contracts entered

FY 19-20

- New Revenue Streams: 1% Non-Home Sales Tax (pending referendum); annual vehicle sticker program (annual cost TBD pending on referendum); hotel/motel tax; water and sewer capital fee (amount pending on referendum); minor business license increases due to tiering; minor liquor license increases due to tiering based on gaming; evaluate utilization of business development districts
- Pension indicators: Projected pension contribution exceeds actuarial required contribution; new funding ratios created due to updated actuarial assumptions and put into budget process;
- Fund Stability: Sale or lease of Village owned Route 83 and Main property and codify loan payback and debt funding priorities; Develop criteria and policies for fund balance; Annual discussion of reserve accounts



- Legislative Advocacy: Pension reform; recreational marijuana revenue sharing, new non-home rule revenue opportunities; Will County Governmental League initiatives; Leverage congressional support for new trains, Amtrak, etc.

Infrastructure Maintenance

1. Water storage, supply & sewer capacity meets demands of the community, regulators
2. A road system that meets Village standards
3. Well-maintained facilities

FY 18-19

- Water & Sewer System: Long-term control plan compliance; water tower site evaluation; well/tower combination option evaluated (additional financing needed)
- Road System: road program condition analysis updated; DCEO grant application for Stephen Street; preliminary engineering for McCarthy Road bike lane project; Invest in Cook and ITEP grant application for projects (unsuccessful);
- Village facilities: Metra station renovated; Safety Village occupancy and maintenance obligation transfer; old police station back-fill; Village Hall front counter reconfiguration design/bidding; completed design of future phases of Village Hall reconfiguration (old police station and upstairs annex area)

FY 19-20

- Water & Sewer System: Long-term control plan compliance initiatives*; water tower engineering and bidding* (assuming site selection in place); enterprise debt issuance (if deep well is included) *
- Road System: road program continued (number of streets/projects dependent on referendum result); Stephen Street resurfacing (if grant is awarded); McCarthy Road bike lane project and construction (Spring 2020) *;
- Village facilities: Comprehensive building evaluation and integration into capital planning; Village Hall front counter reconfiguration construction; community building maintenance collaboration options evaluated

Organizational Effectiveness

1. Cost effective operations
2. An enhanced customer service experience
3. A well-trained, capable and engaged workforce.

FY 18-19

- Operations: Agenda management system evaluations; mobile inspections implementation; Alliance for Innovation membership orientation
- Customer Service experience: Website/notification system evaluation; e-licensing solutions
- Workforce development: Revamped evaluation tool integrated with strategic plan; employee engagement surveys implemented; Create inventory of employee certifications/licenses
- Community Policing Strategy: Establishment of nuisance abatement officer position; plan created for sharing safety issues utilizing Village social media; Developed anti-theft literature to



remind residents of locking doors; revise and strengthen opioid referral program; creation of roster of HOA contacts and assign nuisance abatement officer

FY 19-20

- Operations: VH clerical reconfiguration efficiencies; components of special events outsourced - Quarryman Challenge, Mayor's Drive for Charity; Innovation/process improvement committees established; Agenda management system implementation (meetings, minutes, video) *; Establish IT committee and develop RFP for services and IT action plan
- Customer Service experience: New ADA compliant website redesign and implementation (website package, economic development header, service request platform, community messages, social media manager) *; new robust emergency notification system implemented*;
- Workforce development: New evaluation tool implemented; non-union positions compensation & classification evaluation; leadership development/employee coaching program*; Succession planning exercises with senior staff; Implement initiatives based on employee engagement survey feedback
- Community Policing Strategy: Codes updated in conjunction with adjudication program; develop patrol officer community contact tracking program.

ATTACHMENTS

None.

SPECIFIC VILLAGE BOARD ACTION REQUIRED

The item is being presented for discussion purposes only. Items discussed will be inserted into the budget for public view of the proposed budget and discussion at the March 18th budget workshop



TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: Discussion on Agenda Items for the Joint Workshop with the Village Board, Lemont Park Board and Village Heritage & Outdoor Recreation Commission
DATE: February 21, 2019

SUMMARY/ BACKGROUND

Consistent with our strategic plan on engaging our intergovernmental partners for projects that can benefit the community, we have invited the Lemont Park District Board of Commissioners and the Village's Heritage and Outdoor Recreation Commission to a joint workshop to talk about initiatives related to recreation. The meeting will be held at Village Hall on February 27th at 7:00 pm.

Staff will post an agenda prior to our February 25th Committee of the Whole meeting to follow the Open Meetings Act. For the detailed agenda of discussion topics, I would like to discuss with the Village Board the various topics of interest and if there are others worth adding to the agenda. Below is a rough agenda for the meeting.

1. Update from the HCOR Commission Chairman on committee initiatives
2. Update from the Village on Downtown and HQRA developments/initiatives
3. Discussion of potential leasing and improvements to the MWRD owned Tri-Central property
4. Castle Bowl Ownership and Maintenance
5. Kettering Estates and Timber Run park discussion
6. Bambrick Park Potential Cooperation

BOARD ACTION REQUESTED

The item is up for discussion purposes only at the Committee of the Whole Meeting. Feedback on the discussion items is requested.

ATTACHMENTS

None.



