

**NORTHWEST MUNICIPAL CONFERENCE**  
1600 East Golf Road, Suite 0700  
Des Plaines, Illinois 60016  
(847) 296-9200 • Fax (847) 296-9207  
[www.nwmc-cog.org](http://www.nwmc-cog.org)



*A Regional Association of Illinois  
Municipalities and Townships  
Representing a Population of Over One Million*

**MEMBERS**  
Antioch  
Arlington Heights  
Bannockburn  
Barrington  
Bartlett  
Buffalo Grove  
Deer Park  
Deerfield  
Des Plaines  
Elk Grove Village  
Evanston  
Fox Lake  
Glencoe  
Glenview  
Grayslake  
Hanover Park  
Highland Park  
Hoffman Estates  
Kenilworth  
Lake Bluff  
Lake Forest  
Lake Zurich  
Libertyville  
Lincolnshire  
Lincolnwood  
Morton Grove  
Mount Prospect  
Niles  
Northbrook  
Northfield  
Northfield Township  
Palatine  
Park Ridge  
Prospect Heights  
Rolling Meadows  
Schaumburg  
Skokie  
Streamwood  
Vernon Hills  
West Dundee  
Wheeling  
Wilmette  
Winnetka  
  
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*Treasurer*  
Ray Keller  
Lake Zurich  
  
*Executive Director*  
Mark L. Fowler

Mach 11, 2021

Mr. Larry Hero  
General Manager  
America's Auto Auction  
14001 S. Karlov Avenue  
Crestwood, IL 60445

Dear Mr. Hero,

This is to advise you that the Northwest Municipal Conference (NWMC) has approved the first of four possible, one-year contract extensions on the NWMC Agreement for Auctioneer Services with America's Auto Auction from February 15, 2021 through February 14, 2022 with the changes submitted by you on December 11, 2020 (Attachment A).

The 2021 Municipal Auction dates are scheduled for noon Tuesday, April 20, July 20, and October 19 at America's Auto Auction, Crestwood.

To confirm this agreement, please sign and date this document below, retaining a copy for your files and return the original to my attention.

We look forward to continuing to work with America's Auto Auction.

Sincerely,

Ellen Dayan, CPPB  
Purchasing Director

Ellen Dayan

3/11/21  
Date

Larry Hero

3-11-21  
Date



12/11/2020

Ref 2021 Agreement

Ellen

Please review revised changes to the 2021 agreement between Northwest Municipal Conference and America's Auto Auction.

Our contract analysts incorrectly increase contractors fee which will remain the same at 8%.

The following increases will reflect NWMC Members with a 2% increase 5% to 7% regarding each vehicle sold. This increase is justified by increased cost from our software provider reflecting buyer's new business model, every vehicles and equipment being offered to online buyers.

Each vehicle or equipment must be identified with barcodes described and photographed by an auction inspector reflecting \$35 fee. This information is then uploaded into our software provider site before auction to be viewed Nationwide.

This process must be repeated every time the vehicle is offered which will reflect a \$25 no sale fee if the vehicle needs to be offered more than once.

In reviewing pass sales this will be an increase of approximately \$4,000 to \$5000 per sale regarding the sale fee revenue.

We look forward to another successful partnership for 2021, which should be undoubtedly successful with the national buyer base implementation.

3.2.1 NWMC Members - Seven percent (7%) of the gross purchase price of each vehicle sale.

3.2.2 Non-NWMC Members -Ten percent (10%) of the gross purchase price of each vehicle sale.

**3.3 Contractor's Fees,** The Contractor shall deduct from the gross revenues of each sale the following fees: (i) eight percent (8%) of the gross amount of the sale, thirty five dollar (\$35.00) for photographs/condition report and twenty five dollar (\$25.00) no sale fee per run. Any other fees owed to Contractor for services related to the vehicle, including without limitation, transportation, wash and vacuum fees, and detail fees. Contractor, or its subcontractors, shall provide wash and vacuum services for a fee of \$45 per vehicle, full detail services for a fee of \$100 per vehicle, and transportation of \$2.50 per google mile minimum \$50 per vehicle, or other services offered by Contractor directly to participants.

**3.4 NWMC Sponsorship Fee.** The Contractor shall remit the following sponsorship fees to NWMC

3.4.1 Non-NWMC Members - Twelve percent (12%) of the gross amount of each sale from the sale of NWMC non-member vehicles at an auction sale.

3.4.2 NWMC Members -Seven percent (7%) of the gross amount of each sale from the sale of NWMC Member vehicles at an auction sale.

**3.5 Credit Card Fees.** The Contractor shall be responsible for any credit card fees.

**3.6 Payment to Sellers.** The Contractor shall collect all monies due and guarantee all checks. Payment of the amounts owed under this Section 3 shall be remitted to each seller within ten (14) business days after the auction.

#### **4.0 Disputes.**

**4.1 During the Sale.** The Contractor and the NWMC representative shall use reasonable efforts to resolve disputes with buyers prior to the completion of the sale, including, but not limited to, nonpayment, repudiation or undisclosed defects. In addition to any other remedies that may exist, the Contractor may void the sale and re-auction the item.

**4.2 Following the Sale.** After completion of the auction, in the event that sale of the item is not completed for any reason, including, but not limited to, nonpayment, repudiation or unresolved defect, the seller shall retain title to the property and