



DU PAGE COUNTY

Development Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, September 3, 2024

10:30 AM

ROOM 3500B

1. CALL TO ORDER

10:30 AM meeting was called to order by Chair Sam Tornatore at 10:32 AM.

2. ROLL CALL

PRESENT	Chaplin, Ozog, Rutledge, and Tornatore
LATE	Gustin, and Krajewski

3. CHAIRMAN'S REMARKS- CHAIR TORNATORE

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. MINUTES APPROVAL

5.A. [24-2351](#)

Development Committee - Regular Meeting - August 20, 2024

Attachments: [Dev Comm Meeting Min 8-20-2024 final.pdf](#)

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Sheila Rutledge
AYES:	Chaplin, Ozog, Rutledge, and Tornatore
LATE:	Gustin, and Krajewski

5.B. [24-2355](#)

Joint Development and Environmental Committee Minutes - Special Call Meeting -
Tuesday, August 20, 2024

Attachments: [8-20-24 Minutes](#)

RESULT:	APPROVED
MOVER:	Sheila Rutledge

SECONDER:	Mary Ozog
AYES:	Chaplin, Ozog, Rutledge, and Tornatore
LATE:	Gustin, and Krajewski

6. INFORMATIONAL

6.A. [24-2352](#)

Approval of a contract purchase order issued to Willowbrook Ford Inc., to furnish and deliver (1) 2024 Ford Bronco for a contract total amount of \$30,699.03.

Attachments: [Willowbrook Ford BZ-4 Requisition Packet_Redacted.pdf](#)

6.B. [24-2353](#)

FY25 Building and Zoning Budget Presentation

Jim Stran, Building and Zoning Manager did a presentation of the Department 2025 budget. The greatest change is the Environmental Division, will no longer be under Building and Zoning, but Facilities Management. Mr. Stran recapped the responsibilities of each division, department highlights and special projects. Revenue projections were compared with current year and last year. Spoke about expense projections, highlighting four vehicles, IT services and indirect costs.

Member Krajewski inquired about projected budget number. The amount Member Krajewski was looking at, was originally requested back in May. Jason Blumenthal, Assistant Director of Operations informed Members that two months ago the department was restructured and at that time some changes were made to the budget.

Member Gustin spoke of the IT budget. Pointed out that previously she suggested the multiple softwares used in the department be more streamlined and user friendly. Mr. Blumenthal responded that this concern has been brought to his attention and is currently being worked on.

7. REGULATORY SERVICES

7.A. [DC-O-0057-24](#)

Ordinance amending Chapter 34 of the DuPage County Code of Ordinances to amend the Administrative Adjudication of Ordinance Violations Ordinance.

Mr. Stran informed the Committee the adjudication program has been in place since 2011. The code was reviewed and it was determine some updates should be made. Under the proposed update collection efforts would be made on outstanding liens. These efforts would be handled by the States Attorney's Office and their appointment.

Attachments: [Development Committee Memo 8-26-2024.pdf](#)
[Exhibit A Amendments to ADJ Ordinance Clean Version.pdf](#)
[Exhibit B Amendments to ADJ Ordinance Struck Version.pdf](#)
[Copy of Exhibit C Yearly Lien Totals 2011 to 2024.pdf](#)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Patty Gustin
SECONDER:	Brian Krajewski
AYES:	Chaplin, Gustin, Krajewski, Ozog, Rutledge, and Tornatore

8. OLD BUSINESS

No old business was discussed.

9. NEW BUSINESS

No new business was discussed.

10. ADJOURNMENT

With no further business, the meeting was adjourned 10:59 A.M.



Minutes

421 N. COUNTY FARM
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File #: 24-2351

Agenda Date: 9/3/2024

Agenda #: 5.A.



DU PAGE COUNTY

Development Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, August 20, 2024

10:30 AM

ROOM 3500B

1. CALL TO ORDER

10:30 AM meeting was called to order by Chair Sam Tornatore at 10:35 AM.

2. ROLL CALL

PRESENT	Chaplin, Ozog, Rutledge, and Tornatore
ABSENT	Gustin, and Krajewski

3. CHAIRMAN'S REMARKS- CHAIR TORNATORE

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered at the meeting in person.

***Comments submitted electronically are included for the record in their entirety and can be found at the end of the minutes packet.

5. MINUTES APPROVAL

5.A. [24-2244](#)

Development Committee - Regular Meeting - August 6, 2024

Attachments: [Dev Comm Meeting Minutes summary 8-6-2024.pdf](#)

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin
AYES:	Chaplin, Ozog, Rutledge, and Tornatore
ABSENT:	Gustin, and Krajewski

6. REGULATORY SERVICES

6.A. [DC-O-0051-24](#)

ZONING-24-000023 – ORDINANCE – Griese: To approve the following zoning relief:
1. Variation to allow a boat on trailer (24' x 8' Recreational Vehicle) in front of the front wall.

2. Variation to reduce the front yard setback from required 30' to approximately 5' to park a boat on trailer (24'x8' Recreational Vehicle). (Winfield/District 6)
(If the County Board seeks to approve the zoning relief it will require a ¾ majority vote {14 votes} to approve based on the recommendation to deny by the Zoning Hearing Officer)

ZHO Recommendation to Deny

Development Committee VOTE (Motion to Approve Failed): 0 Ayes, 4 Nays, 2 Absent

Attachments: [Z-24-000023 Griese Cty. Bd. \(08-27-2024\)_Redacted.pdf](#)

RESULT:	RECOMMENDED TO DENY (DEVELOPMENT ONLY)
MOVER:	Liz Chaplin
SECONDER:	Sheila Rutledge
NAY:	Chaplin, Ozog, Rutledge, and Tornatore
ABSENT:	Gustin, and Krajewski

6.B. [DC-O-0052-24](#)

ZONING-24-000035 – ORDINANCE – Bagalanon (10%): To approve the following zoning relief:

Variation to increase the total size of a new single-family home from permitted 2,547 sq. ft. to approximately 2,741 sq. ft. (Variation is for 194 sq. ft which is 7.6% increase). (Milton/District 6)

ZHO Recommendation to Approve

Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

Attachments: [Z-24-000035 Bagalanon \(10%\) CTY BD \(08-27-2024\).pdf](#)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Sheila Rutledge
AYES:	Chaplin, Ozog, Rutledge, and Tornatore
ABSENT:	Gustin, and Krajewski

6.C. [DC-O-0053-24](#)

ZONING-24-000040 – ORDINANCE – Jimenez: To approve the following zoning relief:

1. Variation to reduce the west interior side setback from required 20 feet to approximately 13 feet for a house addition.

2. Variation to reduce the east interior side setback from required 20 feet to approximately 10 feet for a house addition. (Winfield/District 6)

ZHO Recommendation to Approve

Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

Attachments: [Z-24-000040 Jimenez CTY BD \(08-27-2024\).pdf](#)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Sheila Rutledge
AYES:	Chaplin, Ozog, Rutledge, and Tornatore
ABSENT:	Gustin, and Krajewski

6.D. [DC-O-0054-24](#)

ZONING-24-000050 – ORDINANCE – Stout: To approve the following zoning relief: Variation to allow a 4-H project for a property that is less than 40,000 sq. ft. in size (approximately 32,754 sq. ft.) to have a miniature horse and donkey on the property. (Winfield/District 6)

ZHO Recommendation to Approve

Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

Attachments: [Z-24-000050 Stout CTY BD \(08-27-2024\).pdf](#)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Sheila Rutledge
AYES:	Chaplin, Ozog, Rutledge, and Tornatore
ABSENT:	Gustin, and Krajewski

6.E. [DC-O-0055-24](#)

ZONING-24-000056 – ORDINANCE – McElligott: To approve the following zoning relief:

Conditional Use to allow an existing shed to remain less than 3 feet from the interior side property line (approximately 0.2 feet), where it has existed for at least 5 years. (Milton/District 4)

ZHO Recommendation to Approve

Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

Attachments: [Z-24-000056 McElligott CTY BD \(08-27-2024\).pdf](#)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Mary Ozog
AYES:	Chaplin, Ozog, Rutledge, and Tornatore
ABSENT:	Gustin, and Krajewski

6.F. [DC-O-0056-24](#)

T-2-24 Text Amendments to the DuPage County Zoning Ordinance: To approve the following zoning relief:

Zoning Petition T-2-24 proposed Text Amendments to the DuPage County Zoning Ordinance Chapter 37 relative to Electric Vehicles, Accessory Dwelling Units, and Dwelling Units: (Waive First Reading)

- Add to the Permitted and Conditional Use sections to allow for electric vehicle charging stations in all nonresidential zoning districts.
- Add new residential use requirements and bulk regulations for accessory dwelling units (i.e.: number of occupants in the accessory dwelling units, number of kitchens, setback requirements of accessory dwelling units and parking requirements).

ZBA VOTE (to Approve): 5 Ayes, 0 Nays, 2 Absent

Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

Paul Hoss clarified the change for electric vehicle charging stations. With the amendment they would be able to be permitted as a stand alone use.

County Board Member Yoo inquired if the County has ever had Accessory Dwelling Units before. Paul Hoss explained currently, it is allowed with a conditional use, requiring the occupant to be 62 years or older and a family member. With the text amendment people would still need a conditional use, but occupant no longer needs to be related and no age restriction. Also, it would allow the ADU to be located in an existing detached building and would increase the allowance of square footage from 400 to 1,000, but still must meet the floor area ratio requirements. The property must be owner occupied, either living in principal structure or the ADU. Leases would be required to at least six months. Parking requirements will still remain, no more than six vehicles.

Attachments: [T-2-24 Cty. Bd. \(08-27-2024\)_Redacted.pdf](#)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Sheila Rutledge
AYES:	Chaplin, Ozog, Rutledge, and Tornatore
ABSENT:	Gustin, and Krajewski

[DC-O-0050-24](#)

T-1-24 Text Amendments (b) to the DuPage County Zoning Ordinance: To approve the following: Zoning Petition T-1-24 (b) proposed text amendments to the DuPage County Zoning Ordinance relative to beekeeping.

ZBA VOTE (No Recommendation): 7 Ayes, 0 Nays, 0 Absent Development Committee VOTE (to Approve): 4 Ayes, 1 Nays, 1 Absent

Attachments: [T-1-24 TEXT AMENDMENT \(b\) \(08-27-2024\).pdf](#)

7. OLD BUSINESS

No old business was discussed.

8. NEW BUSINESS

No new business was discussed.

9. ADJOURNMENT

With no further business, the meeting was adjourned at 10:55 AM



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-2355

Agenda Date: 9/3/2024

Agenda #: 5.B.



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Joint Special Call Meeting of the Development and Environmental Committee Summary

Tuesday, August 20, 2024

11:30 AM

County Board Room

1. CALL TO ORDER

11:30 AM meeting was called to order by Chair Sheila Rutledge at 11:37 AM.

2. ROLL CALL

PRESENT	Chaplin, Garcia, Ozog, Rutledge, and Tornatore
ABSENT	Cronin Cahill, Covert, Evans, Gustin, Krajewski, and LaPlante

Motion to allow a Board Member to join committee for quorum purposes

Chair Rutledge made a motion to appoint Member Dawn DeSart and Member Grant Eckhoff to the Environmental Committee for this special meeting for purposes of forming a quorum. All ayes, motion carried.

3. CO-CHAIR'S REMARKS - CO-CHAIRS TORNATORE & RUTLEDGE

Chair Rutledge made an opening statement referencing the importance of increasing habitat for pollinators and her continued efforts to work toward that. Chair Rutledge thanked all those in attendance and those who came to provide information on the proposed Zoning Code change and other information relative to beekeeping and any potential environment implications.

4. PRESENTATION

4.A. Paul Hoss, Planning & Zoning Administration Coordinator

Presented the proposed Text Amendments to the DuPage County Zoning Ordinance relative to beekeeping.

4.B. Jim Wellwood, Illinois Department of Agriculture

Presented information about the State Apiary Statutes, the State Department of Agriculture apiary and bee registration requirements and the State Department of Agriculture bee/apiary inspection process.

4.C. Pete Soltesz, President of Cook/DuPage Beekeepers Association

Presented the history of honey bees and the impact of habitat in favor of the changes to DuPage County's Zoning Ordinance for residential beekeeping.

4.D. Connie Schmidt, Group Executive Chair Sierra Club

Presented an informational Powerpoint provided by bee experts supporting the idea that different bee species compete for food due to lack of proper plants and habitat, stating that changing the current Zoning Ordinance would increase competition.

5. PUBLIC COMMENT

According to the DuPage County Board Rules, individual remarks shall not exceed three minutes in length, nor shall the total time provided for all remarks exceed thirty minutes.

The following individuals made public comment:

Dennis Wisnosky: WillBees

Richard Rooney

Bill Whitney: Cook/DuPage Beekeepers Association

Nadine Rorem: Wheaton College- Biological & Health Sciences Department

Greg Stickels

All online submissions for public comment from the August 20, 2024, DuPage County Joint Special Call Meeting of the Development and Environmental Committees are included for the record in the entirety. They are found in the minutes packet and at the link below.

[24-2284](#)

Online Public Comment

6. DISCUSSION

6.A. [DC-O-0050-24](#)

T-1-24 Text Amendments (b) to the DuPage County Zoning Ordinance: To approve the following: Zoning Petition T-1-24 (b) proposed text amendments to the DuPage County Zoning Ordinance relative to beekeeping.

ZBA VOTE (No Recommendation): 7 Ayes, 0 Nays, 0 Absent
Development Committee VOTE (to Approve): 4 Ayes, 1 Nays, 1 Absent

Chair Rutledge reiterated that this is for informational purposes and there will not be a vote but encouraged comments and questions. Member Garcia asked for clarification on the issue between different species of bees and habitat. Presenters Pete Soltesz and Connie Schmidt provided additional information and clarification. Member DeSart shared a few comments about other entities being involved in the decision to change the Zoning Ordinance and shared research regarding different species of bees. Paul Hoss provided clarification regarding the variety of organizations he had reached out to who referred him to the Department of Agriculture.

7. OLD BUSINESS

No old business was discussed.

8. NEW BUSINESS

No new business was discussed.

9. ADJOURNMENT

With no further business, the meeting was adjourned at 12:22 P.M.



Informational

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-2352

Agenda Date: 9/3/2024

Agenda #: 6.A.



**DUPAGE
COUNTY**

DIVISION OF TRANSPORTATION

630-407-6900
Fax: 630-407-6901
dot@dupageco.org

www.dupageco.org/dot

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

MEMORANDUM

TO: Nick Kottmeyer, P.E., Chief Administrative Officer
Jeffrey Martynowicz, Chief Financial Officer

FROM: Stephen M. Travia, P.E. Director of Transportation


DATE: August 19, 2024

RE: FY2022-2026 Vehicle Replacement

Attached is a purchase requisition for (1) one vehicle replacement for the DuPage County Building & Zoning department. To meet the operational needs of this department, this vehicle has been requisitioned pursuant to FI-O-0056-22 and DT-R-0306C-22 approved by the County Board on December 12, 2023. This vehicle has been locally sourced and is available to purchase. I am requesting your signature approval for the Division of Transportation to process this purchase order for the FY2026 vehicle replacement. A copy of this packet will be forwarded to the department to be added to their next parent committee agenda as informational. The Division of Transportation has confirmed that sufficient funds exist to cover the cost of this vehicle requisition. Additionally, the DOT has confirmed that the vehicle being replaced has not been replaced in previous requisitions.

Approved: 
Jeffrey Martynowicz
Chief Financial Officer

Date: 8/20/24

Approved: 
Nick Kottmeyer, P.E.
Chief Administrative Officer

Date: August 19, 2024

FY 2026 Vehicle Replacements

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
BZ-2	Building Zoning	FY2026	2014	Ford	Escape		Escape or Bronco	\$ 45,000.00
BZ-4	Building Zoning	FY2026	2014	Ford	Escape		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
H-15	DOT-Admin	FY2026	2014	Ford	F-150 4x4		F-150	\$ 65,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
EC-2	Election Comm	FY2023	2005	Chevrolet	2500 Express		Transit van	\$ 65,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
FM-49	Facilities Management	FY2026	2009	Ford	E-150		Transit van	\$ 65,000.00
FM-8	Facilities Management	FY2026	2010	Ford	E-150 Econoline		Transit van	\$ 65,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
PS-5	Probation Services	FY2026	2010	Chevrolet	Impala		Escape or Bronco	\$ 45,000.00
PS-6	Probation Services	FY2026	2010	Chevrolet	Impala		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
PD-3	Public Defender	FY2026	2012	Ford	Focus S		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
S-100	Sheriffs Office	FY2026	2015	Ford	Interceptor		Interceptor	\$ 65,000.00
S-110	Sheriffs Office	FY2026	2016	Ford	Interceptor		Interceptor	\$ 65,000.00
S-15	Sheriffs Office	FY2026	2019	Ford	Transit 350		Transit Van	\$ 75,000.00
S-122	Sheriffs Office	FY2026	2019	Ford	Transit 350		Transit Van	\$ 75,000.00
S-312	Sheriffs Office	FY2026	2017	Ford	Explorer		Detective Interceptor	\$ 65,000.00
S-330	Sheriffs Office	FY2026	2016	Ford	Interceptor		K-9 Interceptor	\$ 65,000.00
S-39	Sheriffs Office	FY2026	2015	Ford	Interceptor		Interceptor	\$ 65,000.00
S-51	Sheriffs Office	FY2026	2016	Ford	Interceptor		Interceptor	\$ 65,000.00
S-54	Sheriffs Office	FY2026	2014	Ford	Interceptor		Interceptor	\$ 65,000.00
S-61	Sheriffs Office	FY2026	2014	Ford	Interceptor		Interceptor	\$ 65,000.00
S-66	Sheriffs Office	FY2026	2014	Ford	Interceptor		Interceptor	\$ 65,000.00
S-67	Sheriffs Office	FY2026	2014	Ford	Interceptor		Interceptor	\$ 65,000.00
S-82	Sheriffs Office	FY2026	2015	Ford	Interceptor		Interceptor	\$ 65,000.00
S-83	Sheriffs Office	FY2026	2015	Ford	Interceptor		Interceptor	\$ 65,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
SA-502	State's Attorney	FY2026	2014	Ford	Fusion S		Escape or Bronco	\$ 45,000.00
SA-503	State's Attorney	FY2026	2014	Chevrolet	Impala LT		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
SACC-507	SA Children's Center	FY2026	2014	Ford	Fusion S		Escape or Bronco	\$ 45,000.00
SACC-520	SA Children's Center	FY2026	2014	Ford	Fusion S		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
SWM-4	Stormwater	FY2026	2011	Ford	Escape		Escape or Bronco	\$ 45,000.00
SWM-3	Stormwater	FY2026	2008	Ford	Explorer		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
TBD	TBD	FY2026					Interceptor	\$ 65,000.00
TBD	TBD	FY2026					Interceptor	\$ 65,000.00
TBD	TBD	FY2026					Transit Van	\$ 70,000.00
TBD	TBD	FY2026					Escape or Bronco	\$ 45,000.00
TBD	TBD	FY2026					Escape or Bronco	\$ 45,000.00

Total Vehicles	33						Total	\$ 1,975,000.00
XXXXX	GRF/Veh Repl Fund						GRF/Ven Repl Fund	\$ 1,795,000.00
XXXXX	Special Fund						Special Fund	\$ 180,000.00

08/19/24
 REPORT REVEXP
 2810

1100 - GENERAL GOVERNMENT
 REVENUE AND EXPENDITURES
 FOR PERIOD ENDING 08/31/24

BUILDING, ZONING & PLANNING

ACCOUNT DESCRIPTION	CURRENT PERIOD ACTUAL	OUTSTANDING ENCUMBRANCE	YEAR-TO-DATE ACTUAL	TOTAL OBLIGATIONS	ANNUAL BUDGET	UNOBLIGATED REMAINING
54100-0700 IT EQUIPMENT - CAPITAL LEASE	255.11	0.00	2,131.91	2,131.91	3,300.00	1,168.09
54120-0000 AUTOMOTIVE EQUIPMENT	0.00	0.00	0.00	0.00	30,700.00	30,700.00
Total Capital Outlay	255.11	0.00	2,131.91	2,131.91	34,000.00	31,868.09
TOTAL EXPENDITURES	250,530.64	90,998.45	2,314,341.29	2,405,339.74	4,447,514.00	2,042,174.26
NET OPER GAIN (LOSS)	250,530.64-	90,998.45-	2,314,341.29-	2,405,339.74-	4,447,514.00-	2,042,174.26-
NET GAIN (LOSS)	250,530.64	90,998.45	2,314,341.29	2,405,339.74	4,447,514.00	2,042,174.26



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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Legislation Details (With Text)

File #: 24-0099 **Version:** 1

Type: Transportation Resolution **Status:** Adopted

File created: 12/5/2023 **In control:** Transportation Committee

On agenda: 12/12/2023 **Final action:** 12/12/2023

Title: DT-R-0306C-22 - Amendment to Resolution DT-R-0306B-22 to authorize the Division of Transportation to process FY2025 and FY2026 recommended vehicle replacement purchase orders, per 55 ILCS 5/5-1022(c) and Section 2-355 of the DuPage County Procurement Ordinance.

Attachments: 1. Exhibit A

Date	Ver.	Action By	Action	Result
12/12/2023	1	Finance Committee	Approved	Pass
12/12/2023	1	DuPage County Board		

DT-R-0306C-22

AMENDMENT TO RESOLUTION DT-R-0306B-22 AUTHORIZATION FOR
THE DIVISION OF TRANSPORTATION TO PROCESS
FY 2023 AND FY 2024 VEHICLE REPLACEMENT PURCHASE ORDERS
(TO INCLUDE FY2025 AND FY2026 VEHICLE REPLACEMENTS AT AN
ESTIMATED TOTAL COST OF \$4,225,000)

WHEREAS, the DuPage County Board adopted resolutions DT-R-0306-22 on August 9, 2022, DT-R-0306A-22 on August 23, 2022, and DT-R-0306B-22 on October 25, 2022, authorizing the Division of Transportation (DOT) to process purchase orders for the FY2022 canceled orders and FY 2023 and FY 2024 vehicle replacements, in accordance with Board policy; and

WHEREAS, said resolutions and authorizations were in direct response to an unprecedented disruption in global supply chains affecting the availability of essential parts and components for vehicles resulting in reduced and delayed production capacities, prolonged delivery schedules, exceedingly high demands for vehicles and vehicle replacement backlogs; and

WHEREAS, the Division of Transportation (DOT) is responsible for the management, maintenance, repair, and procurement of vehicles countywide, for DuPage County departments and elected officials; and

WHEREAS, the majority of canceled FY 2022, FY 2023, and FY 2024 vehicle replacements have been ordered and/or received; and

WHEREAS, global supply chains and production capacities continue to impact vehicle availability and delivery schedules; and

WHEREAS, given the success of the advance purchases of FY 2023 and FY 2024 vehicle replacements, it is in the best interest of DuPage County to continue to make advance procurements of FY 2025 and FY 2026

vehicle replacements, as included on the attached Exhibit A; and

WHEREAS, vehicles critical to DuPage County's operational needs sometimes must be removed from service and replaced due to unforeseen accidents, costly repairs and/or safety concerns; at this time, DOT estimates that for FY 2025 and FY 2026, up to a total of ten (10) additional vehicle replacements may fall into this category and are included on Exhibit A to be procured on an as needed basis consistent with the County's Vehicle Replacement Policy; and

WHEREAS, the total cost of vehicles included on Exhibit A is \$4,225,000 which includes \$3,105,000 for general fund departments and elected officials and \$1,120,000 for special fund departments; and

WHEREAS, the General Fund-Vehicle Replacement Fund has a balance of approximately \$3.8 Million.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that resolution DT-R-0306B-22 is hereby amended to authorize the DOT to purchase directly, or as part of a purchasing cooperative, FY 2025 and FY 2026 vehicles at fair market value, consistent with: 55 ILCS 5/5-1022(c), the County's Vehicle Replacement Policy, and Section 2-355 of the DuPage County Procurement Ordinance.

Enacted and approved this 12th day of December, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Other Action Item

21-22-918

DT-R-0306B-22

AMENDMENT TO RESOLUTION DT-R-0306A-22 AUTHORIZATION FOR
THE DIVISION OF TRANSPORTATION TO PROCESS
FY 2023 AND FY 2024 VEHICLE REPLACEMENT PURCHASE ORDERS

WHEREAS, the DuPage County Board adopted resolutions DT-R-0306-22 on August 9, 2022, and DT-R-0306A-22 on August 23, 2022, authorizing the Division of Transportation (DOT) to process purchase orders through purchasing cooperatives for the FY 2023 and FY 2024 vehicle replacements; and

WHEREAS, said resolutions and authorizations were in direct response to an unprecedented disruption in global supply chains affecting the availability of essential parts and components for vehicles resulting in reduced and delayed production capacities, prolonged delivery schedules, exceedingly high demands for vehicles and vehicle replacement backlogs; and

WHEREAS, the DOT has experienced limited utilization of any purchasing cooperatives for the FY 2023 and 2024 vehicle replacements due to the narrowing of ordering windows and a reduction in the dedicated availability of vehicles for government sector purchase along with a corresponding drop in historical discount pricing; and

WHEREAS, the DOT has already had to upgrade its standard vehicle purchases (at an increased cost) based on limited purchasing cooperative quantities to still meet FY 2023 and 2024 departmental operational needs and to ensure the continuation of a safe and reliable fleet; and

WHEREAS, the DOT has been advised that outstanding FY 2022 purchase orders have been canceled, impacting twenty-five (25) FY 2022 vehicle purchases; and

WHEREAS, the current market conditions along with the cancellation of previously issued purchase orders reflect extreme supply chain interruptions, and therefore the remaining FY 2023 and 2024 vehicle replacements and recently canceled purchase orders are “Not Suitable for Public Bid” in accordance with Section 2-355 of the DuPage County Procurement Ordinance and the Bidding Section of the Counties Code, 55 ILCS 5/5-1022(c); and,

WHEREAS, to ensure those vehicles identified in DT-R-0306-22, which require replacement under the County’s Vehicle Replacement Policy, are replaced (based on age, condition and/or mechanics’ assessment), it is in the best interest of DuPage County to broaden the DOT’s purchasing authority which was granted in DT-R-0306-22 and DT-R-0306A-22 to include the direct purchase of vehicles from vendors in addition to those connected with purchasing cooperatives.

NOW, THEREFORE BE IT RESOLVED, by the DuPage County Board that resolution

Other Action Item

21-22-918

DT-R-0306A-22 is hereby amended to authorize the DOT to purchase outstanding FY 2023, FY 2024, and canceled FY 2022 vehicles at fair market value, consistent with the County's Vehicle Replacement Policy, consistent with Section 2-355 of the DuPage County Procurement Ordinance and acting in the best interest of DuPage County, regardless of whether the vehicle is part of a purchasing cooperative.

Enacted and approved this 25th day of October, 2022 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Other Action Item

21-22-694

DT-R-0306A-22

**AMENDMENT TO RESOLUTION DT-R-0306-22 AUTHORIZATION FOR
THE DIVISION OF TRANSPORTATION TO PROCESS
FY 2023 AND FY 2024 VEHICLE REPLACEMENT PURCHASE ORDERS**

WHEREAS, the DuPage County Board adopted resolution DT-R-0306-22 on August 9, 2022 authorizing the Division of Transportation (DOT) to process purchase orders for the FY 2023 and FY 2024 vehicle replacements, and

WHEREAS, Resolution DT-R-0306-22 specifically authorized the Division of Transportation (DOT) to process purchase orders for Ford vehicles and through the Suburban Purchasing Cooperative (SOC); and

WHEREAS, the DOT has been informed of other purchasing cooperatives and compatible vehicle makes and models that may provide pricing, ordering, timeframes and/or scheduling advantages over SOC; and

WHEREAS, in order to best ensure competitive pricing and timely delivery of FY 2023 and FY 2024 vehicle replacements, it is in the best interest of DuPage County to broaden the DOT's authorization to include other cooperatives and vehicle models.

NOW, THEREFORE BE IT RESOLVED, by the DuPage County Board that resolution DT-R-0306-22 is hereby amended to include cooperatives approved by the Finance Department and vehicle makes and models compatible with the current fleet inventories, and vehicle maintenance and repair capabilities.

Enacted and approved this day of at Wheaton


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:


JEAN KACZMAREK, COUNTY CLERK

AYES 17
NAYS 0
ABSENT 1

Resolution

DT-R-0306-22

RESOLUTION AUTHORIZING THE DIVISION OF TRANSPORTATION TO PROCESS
FY 2023 AND FY 2024 VEHICLE REPLACEMENT PURCHASE ORDERS FOR AN
AMOUNT NOT TO EXCEED \$1,989,000 FOR FY2023 AND \$1,502,500 FOR FY 2024

WHEREAS, the DuPage County Division of Transportation (DOT) is responsible for the management, maintenance, repair, and procurement of vehicles countywide for DuPage County (“County”), and

WHEREAS, in accordance with the County FY 2023 Budget Instructions, the DOT is directed to recommend vehicle replacements in accordance with the County’s Vehicle Replacement Policy, which takes into account age of the vehicle, mileage and repair history and mechanics assessment, and

WHEREAS, due to the COVID pandemic, global supply chain issues, declining vehicle inventories, and decreased production rates, delivery schedules for new vehicles are increasing, and

WHEREAS, to be fiscally responsible, a majority of the County’s fleet is Ford to reflect year-over-year competitive pricing, standardization of parts, diagnostic and support software, and mechanics’ vehicle familiarity, and

WHEREAS, Ford has suspended new orders for certain vehicle models as Ford works to fulfill current backlogs and transition to a new model year, and

WHEREAS, it is anticipated Ford will begin accepting new orders for 2023 models this fall, and

WHEREAS, global supply chain issues are expected to continue, and demand for vehicle replacements will rise, and

WHEREAS, longer delivery schedules are projected to continue for the foreseeable future, and

WHEREAS, the DOT is recommending 38 vehicle replacements for FY 2023 and is projecting 29 vehicle replacements for FY 2024, and

WHEREAS, pricing for vehicle replacements is not currently available for FY 2023 or for subsequent years nor is it known if historical government discount pricing (20% discount) will continue to be extended, and

WHEREAS, the DOT estimates 2023 replacements will cost \$1,590,500 to \$1,989,000 and FY 2024 replacements will cost \$1,227,000 to \$1,502,500 (as depicted on Exhibit A), and

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County to jointly purchase personal property, supplies and services with one or more other governmental units when such purchases were made by competitive selection as provided in Section 4 of the Act; and

WHEREAS, the Suburban Purchasing Cooperative (SPC), a governmental unit as defined by the Governmental Joint Purchasing Act, has previously awarded contracts for the purchase of Ford vehicles through a competitive process, has previously authorized the County to make

Resolution

DT-R-0306-22

procurements in accordance with the terms of such contracts, and it is anticipated the SPC will have a contract with Ford for FY 2023 and FY 2024; and

WHEREAS, given the projected long delivery schedules, the DOT is recommending orders for vehicle replacements for FY 2023 and FY 2024 be processed as soon as new orders begin to be accepted by Ford, and

WHEREAS, payment of vehicles is upon delivery; therefore, costs will be spread over FY 2023 and FY 2024, and

WHEREAS, the FY 2023 Vehicle Replacement Fund, for General Fund Departments only, will be budgeted at the lower of the FY 2023 and FY 2024 estimates (stated above) in the individual department's budgets, and the balance of the higher estimates will be budgeted in contingency in the general fund.

NOW, THEREFORE BE IT RESOLVED, by the DuPage County Board that the Division of Transportation is hereby authorized to process FY 2023, followed by FY 2024, vehicle replacement orders upon: confirmation from SPC of award of a contract to Ford, receipt of notice from Ford that orders are being accepted, confirmation from Ford that pricing is within the ranges stated above (FY 2023: \$1,590,500 to \$1,989,000 and FY 2024: \$1,227,000 to \$1,502,500), and coordination with County Departments and Elected Officials on their vehicle specifications, and

BE IT FURTHER RESOLVED, the Division of Transportation shall coordinate with the Finance Department on procurement documents, and

BE IF FURTHER RESOLVED, the DuPage County Board Chairman, or his/her designee, is authorized to approve and enter into contracts for the procurement of the FY 2023 and FY 2024 recommended vehicle replacements.

Enacted and approved this 9th day of August, 2022 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$30,699.03
COMMITTEE: DEVELOPMENT	TARGET COMMITTEE DATE: Informational	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$30,699.03
	CURRENT TERM TOTAL COST: \$30,699.03	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Willowbrook Ford, Inc.	VENDOR #: 12030	DEPT: Building & Zoning	DEPT CONTACT NAME: Marla Flynn
VENDOR CONTACT: Joseph Bellavia	VENDOR CONTACT PHONE: 630-986-5000	DEPT CONTACT PHONE #: x6789	DEPT CONTACT EMAIL: marla.flynn@dupagecounty.gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Each year as part of the budget process, the Division of Transportation will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Division of Transportation to move forward with FY2023 through FY2026 vehicle replacement recommendations as soon as contract orders open. DOT is purchasing comparable priced vehicles off dealers lot. Current PO's will be decreased/closed if applicable. The 2014 Ford Escape was taken out of service in June 2024 due to a blown engine.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER THAN LOWEST BID	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. The Division of Transportation chose Willowbrook Ford, Inc. in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bid (extreme supply chain interruption) and DT-R-0306C-22. Available cooperatives are no longer accepting new vehicle orders. Willowbrook Ford, Inc. had the vehicles available and competitively priced.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Willowbrook Ford, Inc. This is the recommended option as Willowbrook Ford, Inc. has provided pricing competitive to closed cooperatives and other area dealers.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		Send Invoices To:	
Vendor: Willowbrook Ford, Inc.	Vendor#: 12030	Dept: DOT Finance	Division:
Attn:	Email:	Attn:	Email: DOTFinance@dupagecounty.gov
Address: 7301 Kingery Hwy	City: Willowbrook	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60527	State: IL	Zip: 60187
Phone: Same	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
Send Payments To:		Ship to:	
Vendor: same	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: ACH	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505 / 1	FOB: Destination	Contract Start Date (PO25): Apr 17, 2024	Contract End Date (PO25): Nov 30, 2024

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Ford Bronco Sport	FY24	1100	2810	54120		30,699.03	30,699.03
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 30,699.03

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. (1) Ford Bronco Sport for the DuPage County Building & Zoning department.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Vehicle Replacement Schedule (1) FY2026 - Bronco
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Send copy of PO via email to DOTFinance@dupagecounty.gov, William.bell@dupagecounty.gov, marla.flynn@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



7301S Kingsery Hwy
Willowbrook, IL 60527



(630) 886-5900
WillowbrookFord.net

Date/Time: Jun 28, 2024 03:16 PM

Buyer: Dupage County Division of Tr

Salesperson: Joseph Bellavia

Phone:

Phone: H: (630) 407-6931

Address: 421 N County Farm Rd
Wheaton, IL 60187

2024 Ford Bronco Sport, Body Type: Sport Utility RT49952

Color: Oxford White, 7 Miles VIN:3FMCR9B65RRE49952

Cash	Balance Due
\$ Down	
\$0	\$30,699

MSRP/Retail	\$31,550.00
Discount	\$1,382.00
Selling Price	\$30,168.00
Trade Difference	\$30,168.00
Government Fees	\$173.00
Proc/Doc Fees	\$358.03
Subtotal (Selling Price +	\$30,699.03
Total Balance Due	\$30,699.03

X 
Customer Signature

X 
Manager Signature

Date

Date

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



CAR PURCHASE ORDER

DATE 06/28/2024

7301 S. KINGERY HWY. • WILLOWBROOK, IL 60527 SALESMAN #1 JOSEPH BELLAVIA #2 N/A
 630/986-5000
 www.willowbrookford.com www.willowbrookkia.com DELIVERY: Day _____ Time _____ Control # _____

PURCHASER'S NAME DUPAGE COUNTY DIVISION OF TRANSPORTATION		CO-OWNER'S NAME	
ADDRESS 421 N COUNTY FARM ROAD		CITY WHEATON	COUNTY DUPAGE
HOME PHONE NO. 630)407-6931	BUSINESS PHONE NO. 630)407-6931	ZIP CODE NO. 60187	SOURCE

YEAR 2024	MAKE FORD	SERIES (Ltd. Imp.) BIG BEND 4X4	BODY (Ltd. Imp.) BIG BEND 4X4	SERIAL NO. 3FMCR9B65RRE49952	STOCK NO. RT49952
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NEW USED MILEAGE 24

TENTATIVE STOCK ORDERED MODEL# BRONCO SPORT

EXT. COLOR YZ/QH 6CYL/A

V. TOP COLOR _____

INT. TRIM EBONY BLK UNIQUE CLOTH

OUTRIGHT SALE	
PRICE OF CAR	\$30,168.00
DOC. SERV. FEE	\$ 358.03
SALES TAX	\$N/A
L&T <input type="checkbox"/> ORIG. <input type="checkbox"/> TRANS.	\$173.00
ERT	\$N/A
SERVICE CONT.	\$N/A
TOTAL CASH PRICE	\$30,699.03
\$N/A DEPOSIT RECEIPTED	
\$N/A ADD'L. DEPOSIT DUE	/ /
\$N/A TOTAL REBATES	
TOTAL MONEY	\$N/A
UNPAID BALANCE	\$30,699.03

TRADE-IN SALE	
PRICE OF CAR	\$N/A
DOC. SERV. FEE	\$N/A
TRADE ALLOWANCE	\$N/A
CASH DIFFERENCE	\$N/A
SALES TAX	\$N/A
L&T <input type="checkbox"/> ORIG. <input type="checkbox"/> TRANS.	\$N/A
ERT	\$N/A
SERVICE CONT. OR INS.	\$N/A
TOTAL CASH DIFFERENCE	\$N/A
APPROX. PAYOFF	\$N/A
TOTAL AMOUNT DUE	\$N/A

THIS CAR IS SOLD AS IS.

ACCEPTED BY: _____

ANY NEW CAR CHANGE OF EQUIPMENT FROM WINDOW STICKER.		
ITEMS ADDED OR SUBTRACTED (TAX NOT INCLUDED)	ADD TO PRICE	Incl. in Price
N/A	\$N/A	
N/A	\$N/A	
N/A	\$N/A	
	\$	
	\$	
Guaranteed Asset Protection	\$N/A	
	\$	
	\$	
	\$	

NO LIABILITY INSURANCE INCLUDED IN THIS TRANSACTION.	
PRICE OF CAR	\$N/A
DOC. SERV. FEE	\$N/A
TRADE ALLOWANCE	\$N/A
CASH DIFFERENCE	\$N/A
SALES TAX	\$N/A
L&T <input type="checkbox"/> ORIG. <input type="checkbox"/> TRANS.	\$N/A
ERT	\$N/A
SERVICE CONT. OR INS.	\$N/A
TOTAL CASH DIFFERENCE	\$N/A
APPROX. PAYOFF	\$N/A
TOTAL AMOUNT DUE	\$N/A

NO LIABILITY INSURANCE INCLUDED IN THIS TRANSACTION.

This purchase order is not a receipt for your money. A separate number receipt is given on all monies. NOTE: Your trade-in was appraised with specific accessories and equipment noted on our appraisal form. Since the appraised value was based on these noted items such as radios and tires, we reserve the right to reappraise the vehicle if any are missing at time of actual trade-in.

IMPORTANT

The seller, WILLOWBROOK FORD / WILLOWBROOK KIA, INC. hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and WILLOWBROOK FORD / WILLOWBROOK KIA, INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

FOR PURCHASE OF USED CAR OR DEALER DEMONSTRATOR
 The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

TRADE-IN				
YEAR	MAKE	MODEL	SERIAL NO.	STOCK NO.
N/A	N/A	N/A	N/A	N/A

COMPLETE IF I.D. CARD OR ORIG. PLATES NOT AVAILABLE						
TITLE REC'D.	DRIVERS LICENSE	MILEAGE	COLOR	NO. CYL.	TRANS.	A.C.
YES <input type="checkbox"/> NO <input type="checkbox"/>						

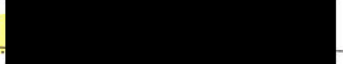
THIS ORDER SHALL NOT BE BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

I certify that I am eighteen (18) years of age or older and hereby acknowledge receipt of a copy of this order and I have read the printed matter on the back hereof and agree to it as a part of this order, the same as if it were printed above my signature.

If purchaser has requested dealer to arrange financing and purchaser has not been furnished a completely filled in disclosure statement, this Order is not binding on purchaser and purchaser may cancel it and recover the deposit. In the event of dealer arranged financing and where Purchaser has taken delivery of vehicle, on or before the end of the third working day from this date, Purchaser will return the vehicle to dealer at which time Purchaser will be advised, in accordance with the requirements of Regulation Z, of the terms of whatever financing dealer may have been able to arrange for Purchaser. At that time, Purchaser, at his option, will do one of the following:

- Accept whatever financing has been obtained by dealer; or
- Pay in cash for the vehicle; or
- Cancel this order and pay to the seller a sum for any damage which may have been caused to the vehicle between the date hereof and the date of the return of the vehicle; As well as expenses incurred by dealer in recovering said vehicle from a purchaser who, under these circumstances fails or refuses to return it.

Purchaser hereby agrees to the above conditions and has received a true copy of this Order.



DISCLOSURE STATEMENT AND ADDITIONAL TERMS AND CONDITIONS

This disclosure statement and the additional terms and conditions listed on this page are an integral part of your Order for the Vehicle. Please read carefully; your failure to read the specific conditions is not a defense and you are legally and financially responsible for any false or inaccurate information. If you have signed or initialed any Riders, they are part of this Order.

1) (a) "We" or "us" means WILLOWBROOK FORD/KIA; we become a party by accepting this Order, (b) "you" means the party/parties signing this Order as customer(s); and (c) "Manufacturer" means the Vehicle or classis manufacturer; you understand that we are not Manufacturer's agent, that you and we are the sole parties to this Order, and that Manufacturer is referred to only to explain certain contractual relationships between Manufacturer and us for new Vehicles.

2) You understand that the lien-payoff of the Trade-in has been established and that You are responsible for the actual lien amount computed to 10 days after the delivery. You warrant that all identifying numbers on said vehicle agree with those on the certificate of title or the statement of origin. You warrant that You have title to and authority to sell and dispose of the used car traded in, and that there are no liens, claims or encumbrances thereon, except as set forth at the top of this rider. You agree to furnish good and sufficient title of the Trade-In and that the title does carry the designation "PREVIOUS SALVAGE OR REBUILT" as defined in PA-81-988 and PA-83-03062 in the Illinois Revised Statutes.

3) If your Trade-In is part of the payment for the Vehicle you order, we may appraise the Trade-In when you sign this Order. However, we may reappraise your Trade-in when the Vehicle is delivered, and we may alter our initial appraisal at that time if the condition of or equipment on the Trade-In has changed because a) there is any apparent decrease in its value beyond ordinary wear and tear, b) there is a change in its mechanical performance, c) there is a change in its body condition whether or not requiring legal disclosure, d) mileage exceeds the average mileage based upon the Trade-In's age in model years; and/or e) there is a delay in delivery of the Vehicle. If the reappraised value of the Trade-In is lower than the original allowance shown on the front of this Order, you may, if dissatisfied, cancel this Order, but you must do so before we deliver the Vehicle to you and you deliver the Trade-In to us. If you request an overall allowance on your Trade-in to enable you to finance your purchase of the Vehicle, you agree that we will increase the Vehicle cash delivery price accordingly.

4) You agree to deliver the title to any Trade-In to us when you deliver the Trade-In to us, and warrant that you are the sole owner of the Trade-In, free and clear of all liens and encumbrances unless otherwise noted herein. If you owe a balance on the Trade-in, you are responsible for the actual payoff amount if it exceeds the estimated amount owed.

5) You warrant to us that the Trade-In does not and never has a) had a "rebuilt" "salvage", or any other similar branded title, either in the state of current title, or in any other state; b) had a damaged or bent frame, c) been in water above the door sills or otherwise incurred storm damage, d) had its air bags deployed, or e) been purchased in a damaged condition and been rebuilt for subsequent sale regardless of the status of the title. You also warrant to us that the Trade-In has not had any emissions, pollution control, and/or safety equipment removed, altered, modified, or disconnected, that any required service to such items has been performed in accordance with the manufacturer's specifications, and that the odometer statement you have signed is correct.

6) If you do not take delivery of the Vehicle or otherwise cancel this Order, you agree that you are responsible for paying us a cancellation fee equal to 5% of the cash price of the Vehicle, regardless of whether we are able to sell the Vehicle to anyone else after your cancellation.

7) You agree that we are not liable for our inability to deliver or for a delay in delivering the Vehicle or manufacturer model/price changes, and that you are not entitled to recover consequential or incidental damages of any kind from us, including but not limited to lost profits or income, relating to delivery, non-delivery, and/or use of the Vehicle.

8) The price for the Vehicle includes federal excise taxes, but does not include any other sales, use, or occupation taxes unless expressly stated. You are responsible for paying any sales and use taxes imposed on or applicable to the transaction covered by this Order, regardless of which party has primary tax liability unless prohibited by law. If any information you provide is incorrect or changes and results in higher tax, you agree to reimburse us within 3 business days of notice to you.

9) You agree, before or at the time of delivery of the Vehicle, to sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order or to document any tax credits/exemption.

10) You have not informed us of any special purpose for which you intend to use the Vehicle, and you are not relying on our skill or judgment to provide you with a vehicle suitable for any special purpose or use, except as follows (attach additional sheet if needed): _____

11) Rebates or incentives allowed on the Vehicle may apply or expire at Manufacturer's sole discretion; by accepting them, you state that you are eligible and will provide us documentation required to secure payment for said incentives within 3 days of sale or reimburse us for the dollar amount allowed.

12) We will retain title to the Vehicle until (i) you pay all amounts indicated as due on this Order and all funds clear, and (ii) we receive title to your Trade-In, if any, free and clear of all liens.

13) You warrant that your representations made herein are true and correct, and if false, you agree to indemnify us for the full actual amount of damage to us, or at our election, to repurchase your Trade-In for the full purchase price or trade-in credit given to you by us. We may also exercise any other legal rights or remedies available by law if any of your statements made herein are false.

14) No public liability insurance of any kind is being issued to you in connection with this Order. If you purchase credit life or any other insurance through us, the insurance will not become effective until the insurance company accepts the insurance contract, and if we accept this Order, whichever last occurs.

15) **ARBITRATION PROVISIONS.** You and we agree that if any Dispute arises, whether or not we have accepted this Order or completed the sale of the Vehicle, either you or we may demand in writing that the Dispute be arbitrated, in which case you and we agree that you and we will immediately stay any court proceedings and the plaintiff will submit the Dispute to binding arbitration by a single arbitrator under the "Supplementary Procedures for Consumer-Related Disputes" of the American Arbitration Association then in effect, in Chicago, Illinois. More information about the AAA can be found at www.adr.org. We believe that arbitration is an impartial means of resolving disputes that is usually faster and less expensive than going to court.

You and we WAIVE THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION relating in any way to a Dispute, and for any matter that is not subject to arbitration, WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A TRIAL BY JURY and agree to have such matter tried by a court without a jury. You and/or we will continue to have the following rights: 1) right to file for bankruptcy; 2) right to enforce or dispute the security interest in the Vehicle, whether by repossession or in court; 3) right to take action to enforce the arbitrator's decision in court; and 4) right to request that a court review whether the arbitrator exceeded its authority.

A "Dispute" is any controversy or claim that relates in any way to the Vehicle, including, but not limited to, claims relating to the negotiation or breach of this Order; the application for, negotiation of, and financing for the Vehicle (whether or not you complete the purchase of the Vehicle or obtain financing from any particular lender); any dispute relating to any service contract, extended warranty, or other product purchased by you or provided to you at the time you purchased the Vehicle or within 30 days thereafter, and any question regarding whether a matter is subject to arbitration under these provisions.

The arbitrator's award shall be final and binding on all parties to the arbitration. Either party may enter judgment on the award in any court. If either you or we are required to enforce these provisions in court, the prevailing party in such proceeding shall be entitled to its attorneys' fees and costs incurred in doing so. Nothing in this Order shall give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from the provisions of the documents executed at the time of the purchase of the Vehicle.

The parties agree that these provisions shall be governed by the Federal Arbitration Act, 9 USC §1 *et seq.* The parties further agree that if any provisions are found to be invalid, the remainder will remain in full force and effect, and agree that these provisions shall be binding upon the parties hereto and their respective heirs, executors, representatives, employees, affiliates successors, and assigns, and is for the benefit of such parties and any third parties involved in the transaction (such as co-signers or service contract providers). These provisions are a material inducement for us to sell you the Vehicle, and shall survive the termination, expiration, or rescission of this Order, or any retail installment contract executed at the time you purchased the Vehicle.

16) This Order (BOTH SIDES AND ANY RIDERS) includes all terms and conditions, cancels and supersedes any prior agreements (written or oral), and as of the date hereof is the complete and exclusive statement of the terms of the agreement between you and us.



Secretary of State

Odometer Disclosure Statement for Title Transfers

This space for use by
Secretary of State

Secretary of State
Vehicle Services Department
501 S. Second St., Rm. 055
Springfield, IL 62756

www.cyberdriveillinois.com

Federal and state laws require that you state the mileage in a transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WILLOWBROOK FORD INC, Seller's name (type or print), certify to the best of my knowledge that the odometer reading now reads 24 (no tenths) miles and reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:
 The mileage stated is in excess of its mechanical limits.
 The odometer reading is not the actual mileage. **Warning odometer discrepancy.**

Year 2024 Make FORD Body Type BIG BEND 4X4 Model BRONCO SPORT

Vehicle Identification Number 3FMCR9B65RRE49952

Seller's Signature

Seller's Printed Name WILLOWBROOK FORD INC

Seller's Address 7301 Kingery Hwy
Street

Willowbrook, IL 60527
City, State, ZIP

Seller's Certification Date 06/28/2024

To be completed by the buyer

Buyer's Signature

Buyer's Printed Name DUPAGE COUNTY DIVISION OF TRANSPORTATION

Buyer's Address 421 N COUNTY FARM ROAD
Street

WHEATON, IL 60187
City, State, ZIP

Buyer's Acknowledgment Date 06/28/2024



CUSTOMER CASH PAYMENT AUTHORIZATION FORM

CUSTOMER INFORMATION

N/A First Name _____ N/A MI _____ DUPAGE COUNTY DIVISION OF T Last or Business Name _____

VEHICLE INFORMATION

3FMCR9B65RRE49952 _____ 06/28/2024 Delivery Date _____

Vehicle Identification Number (VIN) _____

INCENTIVE INFORMATION

	Program Number	Dollar Amount	Customer's Initials
1.	N/A	N/A	_____
2.	N/A	N/A	_____
3.	N/A	N/A	_____
4.	N/A	N/A	_____
5.	N/A	N/A	_____
6.	N/A	N/A	_____

CUSTOMER MUST SELECT AND SIGN OPTION "A" OR "B" BELOW

Important Customer Notice

SIRIUS Satellite Radio - For vehicles equipped with the satellite radio option, customer information will be provided to SIRIUS Satellite Radio for purposes of providing program benefits and activation services.

"A" Dealer Assignment (Use this section to assign payment to the dealer.)

- I acknowledge that I have taken delivery of the vehicle identified above.
- I assign payment of the Customer Cash Incentive(s) to the selling dealer.
- I acknowledge incentive(s) reflect as either a reduction on the Bill of Sale or Lease or as a check back to the customer or a combination thereof.

Customer Signature _____ 06/28/2024 Date _____

I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.

Customer Signature _____ 06/28/2024 Date _____

"B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.)

- I acknowledge that I have taken delivery of the vehicle identified above.
- Please mail check directly to me.

Customer Signature _____ Date _____

I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.

Authorized Dealership Signature _____ Date _____

Willowbrook Ford Kia
 7301 Kingery Hwy
 Willowbrook, IL 60527
 (630) 986-5000

WE OWE

NAME Dupage County Division Of Tran STK. NO. RT49952 NEW USED

ADDRESS 421 N County Farm Rd YEAR 2024 MAKE Ford

CITY Wheaton STATE IL ZIP 60187 MODEL Bronco Sport

PHONE (630) 407-6931 SERIAL NO. 3FMCR9B65RRE49952

SALESPERSON Joseph Bellavia DEL. DATE

QTY.	NAME OF ITEM	PART	LABOR
	<i>Nothing</i>		
	<i>Owed</i>		

DEAL JACKET

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

DATE 07/01/2024

CUSTOMER

APPROVED

YOU OWE

	TO BE RECEIVED BY DATE		TO BE RECEIVED BY DATE
1) Title to Trade In Vehicle		5) Other	
2) All Monies		6) Other	
3) Valid Insurance Card		7) Other	
4) Other		8) Other	

DEAL JACKET

I here by agree to provide the above listed item(s) to the dealer. I understand that the sales transaction is not complete until I provide such items.

X: _____

DATE: 07/01/2024

APPROVED BY: _____

MGR.

LEMON LAW RIGHTS NOTIFICATION & ACKNOWLEDGEMENT

ATTENTION: ILLINOIS RESIDENTS

In accordance with Illinois law, you must seek resolution of your warranty problem through the BBB AUTO LINE Program prior to pursuing any replacement/refund remedies provided by Illinois Statute Section 380/3.

IMPORTANT: IF YOUR NEW FORD MOTOR COMPANY VEHICLE CANNOT BE MADE TO CONFORM TO ITS EXPRESS WARRANTY AFTER FOUR REPAIR ATTEMPTS, OR IT IS OUT OF SERVICE FOR A TOTAL OF 30 OR MORE BUSINESS DAYS DURING EITHER THE FIRST YEAR OR 12,000 MILES OF OWNERSHIP, WHICHEVER OCCURS FIRST, YOU MAY BE ENTITLED UNDER STATE LAW TO REPLACEMENT OF THE VEHICLE OR A REFUND OF ITS PURCHASE PRICE. TO BE ENTITLED TO A REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE. WRITTEN NOTIFICATION SHOULD BE SENT TO: FORD CUSTOMER SERVICE DIVISION, CONSUMER AFFAIRS DEPT., P.O. BOX 6248, DEARBORN, MI 48126.

To open a case with BBB AUTO LINE, call 1-800-428-3718 or write to: BBB AUTO LINE, 3033 Wilson Boulevard, Suite 600, Arlington, VA 22201-3863.


LEMON LAW RIGHTS ACKNOWLEDGEMENT

VEHICLE MODEL: Ford Bronco Sport YEAR: 2024

IDENTIFICATION NUMBER: 3FMCR9B65RRE49952

I ACKNOWLEDGE RECEIPT OF THE EXPLANATION OF MY RIGHTS UNDER THE LAWS AND REGULATIONS (COMMONLY REFERRED TO AS "LEMON LAW") OF THE STATE OF ILLINOIS.

Purchaser or Lessee: [REDACTED] Date: 07/01/2024

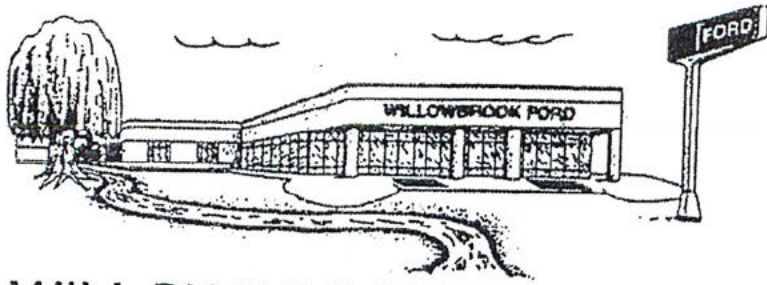
 Ford Customer Service Division

WHITE COPY - DEALER

YELLOW COPY - CUSTOMER

REV. 3-01 01 Update 10/14 Previous editions of this document may not be used.

850H LEM-20 5/14/20 20



WILLOWBROOK FORD, INC.

NEW VEHICLE DELIVERY LIST

Sold to: Dupage County Division of Transportation Sold by: Joseph Bellavia

I have inspected my new vehicle upon delivery and have found no paint or body damage.

Year: 2024 Make: Ford Model: Bronco Sport
Serial #: 3FMCR9B65RRE49952

Customer Acceptance: [Redacted] Date: 07/01/2024 09:07 AM

7301 S. KINGERY HWY WILLOWBROOK, IL 60527 630/986-5000

BECAUSE WE WANT YOU TO KNOW...

We have found that most of the problems that arise in the purchase of a vehicle come from misunderstandings and misinformation.

We want you to know and understand that the new vehicle you are purchasing may have been under a previous contract of sale, and that for any number of reasons (e.g. the customer could not get financing) the deal was not consummated. This means that the mileage that we are certifying in conformity with the Federal and Illinois Odometer Laws, includes the mileage that was put on the vehicle while in their hands, or as a result of a dealer trade, or while on demonstration.

We also want you to know and understand the vehicle is a conversion van, it will have mileage on it that includes driving the van to the conversion company for its work, and its return to dealership.

We also want you to know that it sometimes happens that some minor damage to your vehicle may have occurred from the time it was built at the factory, through delivery to the dealership. We carefully inspect all new vehicles and make necessary repairs. Be assured that the full factory warranty applies to your vehicle and any repairs that were made.

We want you to know and understand all aspects of your purchase, so that we encourage you to ask questions you have about the vehicle, its condition and financing. Do not sign the documents of purchase unless and until you are reasonably satisfied.

We want you to know and understand that we want you as a satisfied customer, because that is the way we succeed!

I/we grant permission **WILLOWBROOK FORD** to and its agents to use my picture and first name/city identifier (for example, "John and Jane from Chicago") to post a picture of my vehicle delivery on social media such as Facebook and other internet media, at any time or times, for advertising, trade, publicity and promotional purposes, without payment and without notice, review or further approval.

FINANCE DISCLOSURE INFORMATION

Consumers may be able to negotiate the Annual Percentage Rate (APR) when they buy or lease a vehicle from a dealership.

Consumers are not obligated to obtain financing from the new-vehicle dealership and may obtain financing elsewhere.

The dealership may receive a part of the total finance charge or other compensation for selling, assigning, or otherwise transferring that financing to a third-party lender.

I have read and understand what is stated above,
and I have asked about all aspects of this purchase.

Customer

Customer

Date: 07/01/2024

Description of Vehicle: 2024 Ford Bronco Sport

Sport Utility

WILLOWBROOK FORD, INC.

INTEGRA GRAPHICS • 773-615-8302

2/2014

FACTS:	What DOES <u>Willowbrook Ford Kia</u> do with your personal information?
WHY:	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT:	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Credit History and Credit Scores • Account Balances and Payment History When you are no longer a customer, we continue to share your information as described in this notice.
HOW:	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons how financial companies can share their customers' personal information; the reasons <u>Willowbrook Ford Kia</u> chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	Does Willowbrook Ford Kia share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	yes	no
For our marketing purposes – to offer our products and services to you	yes	no
For joint marketing efforts with other financial companies	no	we don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	no	we don't share
For our affiliates' everyday business purposes – information about your creditworthiness	no	we don't share
For nonaffiliates to market to you	no	we don't share
Questions?	Call (630) 986-5000	

Who we are: Willowbrook Ford Kia

What we do:	
How does Willowbrook Ford Kia protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Willowbrook Ford Kia collect my personal information?	We collect your personal information, for example, when you apply for a lease or financing, pay us by check or provide us with contact information, or your driver's license
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes-information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions (Below):	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • <u>Willowbrook Ford Kia</u> does not share with non-affiliates so they can market to you.
Non-Affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • <u>Willowbrook Ford Kia</u> does not share with non-affiliates so they can market to you.
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <u>Willowbrook Ford Kia</u> does not jointly market.

Other Important Information:

Acknowledgement of Receipt: I hereby acknowledge that I have received a copy of this form from Willowbrook Ford Kia on 07/01/2024.

[Redacted Signature] 07/01/2024 [Redacted Signature] 07/01/2024

Customer Signature Dupage County Division Of Transportation Date
Cobuyer Signature _____ Date

Customer Printed Name _____ Cobuyer Printed Name _____

Immediate Delivery Rider

This immediate Delivery Rider ("Rider") forms a part of the order for a Motor Vehicle (the "Order") for the vehicle that you have offered to purchase pursuant to the order, identified on the front of the order, between WILLOWBROOK FORD/KIA ("We or "us"), which becomes a party to the Order upon its acceptance of the Order, and "You" meaning the party/parties signing the Order as customer(s).

We have agreed to deliver possession (but not ownership) of the vehicle to you on a loaner basis subject to
(a) FINANCE DEAL – final approval of financing for your purchase of the vehicle by a financing source ("Lender") or
(b) CASH DEAL – your payment of the "Net Cash Due from Customer" shown on the Order. **WE ARE NOT OBLIGATED TO SELL YOU THE VEHICLE UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN YOU AND US FOR THE VEHICLE, OR UNTIL YOU PAY THE NET CASH DUE.**

FOR FINANCE DEALS ONLY: The terms of financing, the cost of credit, and Regulation Z disclosures were disclosed to you on the Retail Installment Contract. We may need to contact more than one Lender and therefore you agree that we may refer the Retail Installment Contract and provide your application information to one or more Lenders other than the Lender (if any) named in the order, without further authorization from you, and you agree to cooperate and provide additional information that a Lender may require to evaluate your application/applications for financing. We do not promise that any Lender will be willing to purchase the Retail Installment Contract. You warrant to us and any Lender that the application and any supporting documentation you have provided is correct and complete. You agree that we are not liable in any way for failure to obtain financing, or to obtain financing upon terms that are agreeable to you. If the Retail Installment Contract is not accepted by a lender, we may obtain an offer to finance your purchase on different terms than disclosed in the Retail Installment Contract, if so you agree to return to us where we will furnish you with new Regulation Z disclosures; at that time you may either 1) accept the financing terms, 2) pay cash for the vehicle, or 3) cancel the order. If a Lender doesn't accept the financing terms stated in the Retail Installment Contract and you do not accept other financing terms or if you do not pay the Net Cash Due within the time specified in the Order, we will notify you verbally or in writing, and you agree that you will return the vehicle to us within 24 hours of such notice. If you do not return the vehicle within such time, you agree that we have the right to repossess the vehicle wherever it may be located, and you agree to be responsible for any costs we incur in doing so and any damage to the vehicle.

FOR FINANCE DEALS AND CASH DEALS: Upon taking possession of the vehicle you agree that you are primarily responsible for the vehicle and its use, including but not limited to liability, collision, and comprehensive damage to the vehicle and to any other persons and property relating in any way to your use of the vehicle, whether or not covered by insurance. You agree to provide your own primary insurance coverage and agree not to accept possession of the vehicle pursuant to this Rider if you do not have insurance coverage. You agree not to take the vehicle out of state in which possession was delivered to you for any reason.

I hereby authorize my insurance company/agent, and/or the Secretary of State, by phone, fax, or mail/e-mail, to confirm my insurance coverage to WILLOWBROOK FORD/KIA, and to provide WILLOWBROOK FORD/KIA with copies of my vehicle insurance, vehicle registration, and/or vehicle information.

Date: _____

Customer:  _____

Date: _____

Customer: _____



Voluntary Protection Products Policy

Willowbrook Ford/Kia offers vehicle service contracts and other voluntary products that are designed to protect your investment in a vehicle you purchase from us. The purchase of any of these voluntary products is completely optional and is not required to purchase a vehicle or obtain warranty coverage, financing, financing on particular terms or any other product or service offered by the dealership. Willowbrook Ford/Kia is fully committed to provide you the price terms and conditions of each voluntary protection product before you decide to purchase it.

Date: _____

Customer: _____

Date: _____

Customer: _____

Finance Manager: Joseph Bellavia
 Deal Number: 64700 (Cash)
 Base Amount Due: \$30,699.03

Willowbrook Ford
DUPAGE COUNTY DIVISION OF TRANSPORTATION
 NEW 2024 FORD BRONCO SPORT

Vehicle Price: \$30,168.00
 Trade Amount: \$0.00
 Trade Payoff: \$0.00
 Rebate: \$0.00

	Platinum	Gold	Silver
✓ \$1,940.00			✓ \$1,940.00
✓ \$2,290.00		✓ \$2,290.00	
Total Amount Due:	\$34,929.03	\$32,989.03	\$32,639.03
Buyer Initials:	X	X	X

Ford Protect Maintenance

PREMIUM MAINTENANCE - 7.5K INTERVAL (60 months / 75,000 miles / \$0 deductible)
 Covers your routine oil changes plus, multi-point inspections, preventative care and replacement of normal "wear and tear" items.

Ford Protect Extended Service Plan

PREMIUM CARE - NEW (60 months / 75,000 miles / \$100 deductible)
 Manages the financial risks of costly repairs with protection beyond the manufacturer's limited warranty.

I affirm that all options presented above have been fully explained to me. I agree to pay the final amount shown with the options selected and/or declined as indicated above. I am aware that the items shown above are optional, and do not affect the total amount due.

Buyer Signature:  *declined*



Presentation

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-2353

Agenda Date: 9/3/2024

Agenda #: 6.B.



File #: DC-O-0057-24

Agenda Date: 9/3/2024

Agenda #: 12.A.

**PROPOSED UPDATES TO CHAPTER 34 OF THE
DUPAGE COUNTY CODE
(REQUEST TO WAIVE THE 1ST READING)**

WHEREAS it is necessary and desirable from time to time for the County to review its ordinances and procedures and where necessary update the DuPage County Code to ensure that the County continues to stay current with its rules, regulations, and consistent with the current State of Illinois laws; and

WHEREAS the proposed updates herein will enable the County to make changes in the Administrative Adjudication of Ordinance Violations program providing clarity, aid in the ability to enforce our codes, and collect on adjudicated judgements; and

WHEREAS the County seeks to continually review and update its Code to stay current with such items as State of Illinois laws, initiate new programs, and make changes for efficiency; and

WHEREAS the County Board Development Committee on September 3, 2024, considered the recommendations of staff and recommends approval of the proposed update and amendments to the DuPage County Code Chapter 34 for adoption and re-codification attached hereto and made a part thereof as Exhibit #1.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the proposed updates to the DuPage County Code for adoption and re-codification of Chapter 34 of the DuPage County Code attached hereto and made a part hereof as Exhibit #1 is granted; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; DuPage County States Attorney Office; DuPage County Public Works Department, and DuPage County Building & Zoning Department.

Enacted and approved this 10th day of September, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

630-407-6700
Fax: 630-407-6702

www.dupageco.org/building

MEMORANDUM

Date: September 3, 2024
To: Development Committee
From: Jim Stran
Building & Zoning Manager
Re: Update to Chapter 34 Administrative Adjudication of Ordinance Violations

In August of 2010, the County Code was amended to create Chapter 34 Administrative Adjudication of Ordinance Violations, commonly known as the Administrative Adjudication Hearing Program. The program has been extremely successful in bringing properties with code violations into compliance in an expeditious manner. However, many cases that have been decided by the Hearing Officer in the County's favor have resulted in liens being placed on these properties if no fines have been paid.

To remedy this issue, as well as provide appropriate updates to the ordinance, staff is proposing the attached updates to Chapter 34. These changes will provide procedural updates, update for compliance with changes in State Law, and institute a new program to collect fines owed to the County in the form of liens.

This new program would require the Building & Zoning Department to coordinate with the States Attorney's Office to hire a Special Assistant State's Attorney or collection agency. This individual or organization would function as the collection agency for the department.

Additionally, liens that are over eight years old have expired. The proposed ordinance amendments would allow the County to revive the expired liens. Property owners would be notified of the revived liens and given the opportunity to pay the past due fines. In the event payment is not received violators would be turned over to our collection's attorney or agency. Individuals would be responsible for the cost of their fines as well as the collection agency fees.

In addition to the proposed ordinance changes you will see a spreadsheet that totals all outstanding fees and fines owed to the County from the Adjudication Program.

Action Requested: Approval of the amendments to Chapter 34 of the DuPage County Code as outlined in the attached documents.

Chapter 34

ADMINISTRATIVE ADJUDICATION OF ORDINANCE VIOLATIONS

34-1: ADOPTION OF SYSTEM OF ADMINISTRATIVE ADJUDICATION.

The County of DuPage ("County") hereby adopts Division 5-43 of the Counties Code, 55 ILCS 5/5-43 et seq. in its current form and as it may be amended from time to time for the adjudication of violations of County ordinances regulating animal services; septic systems, wells, food service, pools; the definition, identification, and abatement of public nuisances; the accumulation, disposal, and transportation of garbage, refuse, and other forms of solid waste; the construction and maintenance of buildings and structures; and zoning, to the extent permitted by the Illinois Constitution.

(Ord. CB-0046-10, § 1, 8-24-2010; Ord. DC-O-0022-19, 3-26-2019)

34-2: PROCEDURES NOT EXCLUSIVE.

The adoption by the County of a system of administrative adjudications does not preclude the County from using other methods to enforce county ordinances, including, but not limited to, relief in the Circuit Court for the 18th Judicial Circuit Court, DuPage County, Illinois.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-3: DEFINITIONS.

In this chapter, unless the context requires otherwise:

Code means any County ordinance that pertains to or regulates any of the following: animal services; septic systems, wells, food service, pools; the definition, identification, and abatement of public nuisances; the accumulation, disposal, and transportation of garbage, refuse, and other forms of solid waste; the construction and maintenance of buildings and structures; sanitation practices; and zoning.

Code enforcement officer means a county employee authorized to issue citations for county code violations and to conduct inspections of public or private real property to determine whether code violations exist. However, nothing shall be construed to allow for administrative adjudication of an ordinance violation in the case where a State statute or administrative rule provides for a specific method or procedure to be followed, other than administrative adjudication, in enforcing a county ordinance.

Hearing officer means a person other than a code enforcement officer or law enforcement officer, who is appointed by the Chair of the County Board, with the consent of the Board, to preside over administrative hearings. Every Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three (3) years. Prior to conducting administrative adjudication proceedings, Hearing Officers shall have successfully completed a formal training program which includes the following:

1. Instruction on rules of procedure of the administrative hearings which they will conduct;
2. Orientation to each subject area of the Code violations they will adjudicate;
3. Observation of administrative hearings; and

-
4. Participation in hypothetical cases, including ruling on evidence and issuing final orders.
 5. In addition, every administrative hearing officer must be an attorney licensed to practice in the State of Illinois for at least three (3) years.

Property owner means the legal or beneficial owner of an improved or unimproved parcel of real estate.

Respondent means a property owner, waste hauler, or other person charged with liability for an alleged code violation and the person to whom the notice of violation is directed.

Solid waste means demolition materials, food and industrial processing wastes, garden trash, land cleaning waste, mixed refuse, non-combustible refuse, and trash as defined in the Solid Waste Disposal District Act [70 ILCS 3105/1 et seq.].

Waste hauler means any person owning or controlling any vehicle used to carry or transport garbage, refuse, or other forms of solid waste.

(Ord. CB-0046-10, § 1, 8-24-2010; Ord. DC-O-0022-19, 3-26-2019)

34-4: CODE HEARING UNIT.

- A. There is hereby established a Code Hearing Unit in the County government. The Code Hearing Unit shall consist of a hearing officer, administrative assistant and recording secretary.
- B. The function of the Code Hearing Unit shall be to expedite the prosecution and correction of violations of County ordinances ("code violation") regulating animal control; the definition, identification, and abatement of public nuisances; the accumulation, disposal, and transportation of garbage, refuse, and other forms of solid waste; the construction and maintenance of buildings and structures; sanitation practices; and zoning.
- C. Charges of code violations are to be heard and adjudicated by a hearing officer appointed by the DuPage County Board Chairman, with the consent of the County Board. The Hearing Officer term will be for no more than two (2) consecutive years with the possibility for re-appointed at the discretion of the County Board Chair.
- D. Hearing officers shall have the following powers and duties:
 1. To preside at an administrative hearing called to determine whether a code violation exists.
 2. To hear testimony and accept evidence from the code enforcement officer, the respondent, and all interested parties relevant to the existence of a code violation.
 3. To preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing.
 4. To issue and sign written findings and a decision and order stating whether a code violation exists.
 5. To issue subpoenas as allowed by section directing witnesses to appear at the hearing, upon the request of the parties or their representatives.
 6. To impose penalties consistent with applicable code provisions and to assess costs reasonably related to instituting the proceedings upon finding the respondent liable for the charged violation. In no event, however, shall the hearing officer have the authority to impose a penalty of incarceration.
 7. To revive judgments in favor of the County of DuPage issued by the Hearing Officer which are older than 8 years old, provided that such judgments are not older than 21 years from the date of issuance.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-5: PROCEDURE FOR INSTITUTING PROCEEDINGS.

- A. A proceeding before the Code Hearing Unit shall be instituted upon the filing of a written pleading or violation notice by an authorized official of the county with the Code Hearing Unit.
- B. When a code enforcement officer observes a code violation, the officer shall note, or in the case of an animal control violation, the code enforcement officer may respond to the filing of a formal complaint by noting the violation on a violation notice and report form, indicating the following: the name and address of the respondent, if known; the name, address, and vehicle registration number of the waste hauler who deposited the waste, if applicable; the type and nature of the violation; the date and time the violation was observed; the names of witnesses to the violation; and the address of the location or property where the violation is observed.
- C. The summons and report form shall contain the case number and hearing date, in addition to the violation number for the violation notice issued. The violation notice and report form shall state that failure to appear at the hearing on the date indicated may result in a determination of liability for the cited violation and the imposition of fines and assessment of costs as provided by the applicable county ordinance. The violation notice and report form shall also state that upon a determination of liability and the exhaustion of or failure to exhaust procedures for judicial review, any unpaid fines or costs imposed will constitute a debt due and owing to the County.
- D. The code enforcement officer shall certify the correctness of the information required by subsection (a) by signing his name to the violation notice, and indicate the date on which this was done on the violation notice. Failure to certify does not invalidate the violation notice, but will not establish a prima facie case at trial.
- E. A copy of the violation notice and report form shall be filed with the Code Hearing Unit and served on the respondent either personally or by first class mail, postage prepaid, sent to the address of the respondent. If the name of the respondent property owner cannot be ascertained or if the service on the respondent cannot be made by mail, service may be made on the respondent property owner by posting, not less than fifteen (15) days before the hearing is scheduled, a copy of the violation notice and report form in a prominent place on the property where the violation was found. If service by mail cannot be made accomplished, the Hearing Officer may order service by publication in a paper of general circulation in DuPage County for a period of at least once per week for a period of at least three weeks, as required by the Notice by Publication Act (715 ILCS 5/1, et seq.). Costs incurred in obtaining notice by publication may be assessed as costs in any judgment issued by the Hearing Officer.
- F. Where the County seeks to revive a judgment, the County may initiate revival proceedings before the Hearing Officer by sending notice to the respondent property owner by first class and certified mail, indicating that the County is seeking to revive a prior judgment.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-6: NOTICE OF HEARING/SUBPOENAS/DEFAULT.

- A. The respondent shall have at least fifteen (15) days after service of the violation notice and report form to prepare for the hearing, unless the violation is deemed by the code enforcement officer to be an immediate threat to the public health, safety, or welfare, at which time the hearing date may be expedited as necessary.
- B. All administrative hearings shall be conducted on the date set for hearing. For good cause shown, a continuance may be granted at the discretion of the hearing officer. Lack of preparation shall not be grounds for a continuance.

Created: 2024-06-28 14:21:26 [EST]

(Supp. No. 12, Update 1)

-
- C. At any time prior to the hearing date, at the request of the code enforcement officer, the attorney for the county, the respondent, or the attorney for the respondent, the hearing officer assigned to hear the case may issue subpoenas directing witnesses to appear and give testimony at the hearing. Discovery shall be limited to the issuance of subpoenas only, with written and oral discovery permitted only with prior leave of the hearing officer.
 - D. If, at the time set for hearing, the respondent or his or her attorney fails to appear, absent good cause shown for a continuance, the hearing officer shall proceed with the hearing and accept evidence relating to the existence of a code violation. At the close of the hearing, upon sufficient evidence of a violation, the hearing officer may enter a default judgment of liability against the respondent and impose fines and assess costs. A copy of the order of default shall be served promptly in any manner for service of a notice of violation permitted by this chapter and applicable to the violation. A copy of the default judgment, which is a final determination, shall apprise the respondent of the procedure for setting aside the default judgment and also shall apprise the respondent of the availability of an appeal of the default judgment to the Circuit Court of DuPage County.
 - E. A respondent against whom a default judgment has been entered may file a motion with the code enforcement unit to set aside the default judgment and for a new hearing. A motion to set aside a default judgment may be filed within twenty-one (21) days of entry of the default judgment. A motion to set aside a default judgment shall set forth the reason(s) the respondent failed to appear on the original hearing date. The motion will be heard and ruled upon by the code hearing officer.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-7: REPRESENTATION AT HEARINGS.

- A. The case for the County may be presented by the State's Attorney.
- B. In no event, however, may the case for the County be presented by an employee of the code hearing unit.
- C. The case for the respondent may be presented by the respondent or the respondent's attorney.
- D. If the respondent is a corporation, it must appear through counsel.
- E. If the respondent is a land trust, it may appear via any person having a beneficial interest in the land trust.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-8: CONDUCT OF HEARINGS.

- A. The hearing officer shall preside at the hearing, shall hear testimony, and shall accept any evidence relevant to the existence or non-existence of a code violation on the property indicated.
- B. The code enforcement officer's signed violation notice and report form shall be prima facie evidence of the existence of the code violation described in the form.
- C. The strict rules of evidence applicable to judicial proceedings do not apply to hearings authorized under this chapter.
- D. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- E. The burden of proof is a preponderance of the evidence.
- F. Once a prima facie case is established by the County, the burden of proof then shifts to the respondent.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-9: FINDINGS, DETERMINATION, AND ORDER.

- A. At the conclusion of the hearing, the hearing officer shall make a determination on the basis of the evidence presented at the hearing as to whether a code violation exists.
- B. The determination shall be in writing and shall be designated as the hearing officer's findings, decision, and order.
- C. The findings, decision, and order shall include the hearing officer's findings of fact, a determination of whether a code violation exists based on the findings of fact, and an order imposing a fine or other penalty, directing the respondent to correct the violation, or dismissing the case if the violation is not proved.
- D. If the hearing officer determines that the respondent is liable for the cited violation, the hearing officer shall enter an order imposing sanctions that are provided in the Code for the violations proved, including the imposition of fines and the recovery of the costs of the proceedings.
- E. Costs, including publication costs and the costs incurred by the County in abating any violations as directed by the Hearing Officer, may be recovered in the same manner as fines and penalties.
- F. A copy of the findings, decision, and order shall be served by personal service or by any method provided for service of the violation notice and report form under section 34-5 herein.
- G. Orders reviving previously issued judgments shall be served upon the respondent by any method provided for service of the violation notice and report form under section 34-5 herein.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-10: ADMINISTRATIVE REVIEW.

The findings, decision, and order of the hearing officer shall be subject to review in the Circuit Court of DuPage County. The Administrative Review Law [735 ILCS 5/3-101 et seq.] and the rules adopted pursuant thereto shall apply to and govern every action for the judicial review of the final findings, decision, and order of a hearing officer under this section.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-11: TRANSFER OR CONVEYANCE OF PROPERTY.

- A. The order to correct a code violation and the sanctions imposed by the County against a respondent property owner as the result of a finding of a code violation under this chapter shall attach to the property, subject to the interests of all lien holders of record, as well as to the owner of the property, so that the owner cannot avoid the finding of a code violation against the owner by conveying or transferring the property to another.
- B. Any subsequent transferee or owner of property takes the property subject to the findings, decision, and order of a hearing officer under this chapter if a notice consisting of a copy of the order to correct a code violation and imposing any sanctions and costs, if applicable, and a description of the real estate affected that is sufficient to identify the real estate has been filed in the office of the DuPage County Recorder by the County prior to the transfer or conveyance to the subsequent transferee or owner.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-12: COLLECTION OF UNPAID FINES OR OTHER SANCTIONS.

- A. Any fine or other sanction or costs imposed, or any part of any fine or other sanction or costs imposed, remaining unpaid after the exhaustion of or failure to exhaust procedures for judicial review under the Administrative Review Law [735 ILCS 5/3-101 et seq.] is a debt due and owing to DuPage County and, as such, may be collected in accordance with applicable law. Any subsequent owner or transferee of property takes subject to this debt if a notice has been filed pursuant to section 34-11.
- B. After expiration of the period within which judicial review under the Administrative Review Law may be sought for a final determination of the code violation, the County may commence a proceeding in the Circuit Court of DuPage County for purposes of a proceeding to collect upon the judgment of the hearing officer in the appropriate court. Where the Hearing Officer's decision included injunctive relief, whether mandatory or an injunction prohibiting a continuing violation, if Defendant(s) fail to comply with the Hearing Officer's injunction, the County may commence a proceeding in the 18th Judicial Circuit Court seeking to enforce the relief ordered by the Hearing Officer.
- C. Upon commencement of the action, either to collect unpaid fines, costs, or other sanctions, or to otherwise enforce the Hearing Officer's ruling, the County shall file a certified copy of the findings, decision, and order, which shall be accompanied by a certification that recites facts sufficient to show that the respondent had an opportunity for a hearing and for judicial review as provided by 55 ILCS 5/5-43, et seq. . The maximum monetary fine (\$50,000.00) under this section shall be exclusive of costs of enforcement or costs imposed to secure compliance with the county's ordinances.
- D. If the court is satisfied that the findings, decision, and order were issued in accordance with Illinois law and that the Hearing Officer had jurisdiction over the Respondent as set forth in 55 ILCS 5/5-43, et seq. and this Chapter, and that the respondent had an opportunity for a hearing under and for judicial review as provided in 55 ILCS 5/5-43 et seq.:
 - 1. The court shall render judgment in favor of the County and against the respondent for the amount indicated in the findings, decision, and order plus court costs, post judgment interest, and attorney's fees.
 - 2. The court may issue other orders or injunctions, or both, requested by the County to enforce the order of the hearing officer or to correct a code violation.
- E. As permitted by Section 5-43035(d), any fee, fine, cost or penalty charged by any attorney or collection agency retained by the DuPage County State's Attorney for purposes of collecting any fee, fine or penalty, or installment thereof, shall be paid by the Respondent, in addition to fee, fine, cost or penalty assessed.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-13: SEVERABILITY.

Should a court of competent jurisdiction determine that one (1) or more sections or subsections of this chapter is or are invalid, the remaining sections or subsections hereof shall remain in full force and effect.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-14: EFFECTIVE DATE.

This chapter shall become effective immediately upon passage of DC-O-0057-24 by the DuPage County Board.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-15: HEARING COSTS.

- A. In the event of a determination that a violation has occurred, or if the complaint is dismissed or withdrawn based upon compliance prior to the hearing date the hearing costs shall be recovered in the amount of not less than one hundred dollars (\$100.00) or the actual costs of the hearing, whichever shall be greater.
- B. The hearing officer may, in an appropriate case, and for good cause shown, waive or reduce costs. The County, by separate ordinance or resolution may provide for additional or increased costs to be recovered.

(Ord. CB-0046-10, § 1, 8-24-2010)

Chapter 34

ADMINISTRATIVE ADJUDICATION OF ORDINANCE VIOLATIONS

34-1: ADOPTION OF SYSTEM OF ADMINISTRATIVE ADJUDICATION.

The County of DuPage ("County") hereby adopts Division 5-43 of the Counties Code, 55 ILCS 5/5-43 et seq. in its current form and as it may be amended from time to time for the adjudication of violations of County ordinances regulating animal services; septic systems, wells, food service, pools; the definition, identification, and abatement of public nuisances; the accumulation, disposal, and transportation of garbage, refuse, and other forms of solid waste; the construction and maintenance of buildings and structures; and zoning, to the extent permitted by the Illinois Constitution.

(Ord. CB-0046-10, § 1, 8-24-2010; Ord. DC-O-0022-19, 3-26-2019)

34-2: PROCEDURES NOT EXCLUSIVE.

The adoption by the County of a system of administrative adjudications does not preclude the County from using other methods to enforce county ordinances, including, but not limited to, relief in the Circuit Court for the 18th Judicial Circuit Court, DuPage County, Illinois.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-3: DEFINITIONS.

In this chapter, unless the context requires otherwise:

Code means any County ordinance that pertains to or regulates any of the following: animal services; septic systems, wells, food service, pools; the definition, identification, and abatement of public nuisances; the accumulation, disposal, and transportation of garbage, refuse, and other forms of solid waste; the construction and maintenance of buildings and structures; sanitation practices; and zoning.

Code enforcement officer means a county employee authorized to issue citations for county code violations and to conduct inspections of public or private real property to determine whether code violations exist. However, nothing shall be construed to allow for administrative adjudication of an ordinance violation in the case where a State statute or administrative rule provides for a specific method or procedure to be followed, other than administrative adjudication, in enforcing a county ordinance.

Hearing officer means a person other than a code enforcement officer or law enforcement officer, who is appointed by the Chairman of the County Board, with the consent of the Board, to preside over administrative hearings. Every Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three (3) years. Prior to conducting administrative adjudication proceedings, Hearing Officers shall have successfully completed a formal training program which includes the following:

1. Instruction on rules of procedure of the administrative hearings which they will conduct;
2. Orientation to each subject area of the Code violations they will adjudicate;
3. Observation of administrative hearings; and

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4. Participation in hypothetical cases, including ruling on evidence and issuing final orders.
 5. In addition, every administrative hearing officer must be an attorney licensed to practice in the State of Illinois for at least three (3) years.

Property owner means the legal or beneficial owner of an improved or unimproved parcel of real estate.

Respondent means a property owner, waste hauler, or other person charged with liability for an alleged code violation and the person to whom the notice of violation is directed.

Solid waste means demolition materials, food and industrial processing wastes, garden trash, land cleaning waste, mixed refuse, non-combustible refuse, and trash as defined in the Solid Waste Disposal District Act [70 ILCS 3105/1 et seq.].

Waste hauler means any person owning or controlling any vehicle used to carry or transport garbage, refuse, or other forms of solid waste.

(Ord. CB-0046-10, § 1, 8-24-2010; Ord. DC-O-0022-19, 3-26-2019)

34-4: CODE HEARING UNIT.

- A. There is hereby established a Code Hearing Unit in the County government. The Code Hearing Unit shall consist of a hearing officer, administrative assistant and recording secretary.
- B. The function of the Code Hearing Unit shall be to expedite the prosecution and correction of violations of County ordinances ("code violation") regulating animal control; the definition, identification, and abatement of public nuisances; the accumulation, disposal, and transportation of garbage, refuse, and other forms of solid waste; the construction and maintenance of buildings and structures; sanitation practices; and zoning.
- C. Charges of code violations are to be heard and adjudicated by a hearing officer appointed by the DuPage County Board Chairman, with the consent of the County Board. The Hearing Officer term will be for no more than two (2) consecutive years with the possibility for re-appointed at the discretion of the County Board Chairman.
- D. Hearing officers shall have the following powers and duties:
 1. To preside at an administrative hearing called to determine whether a code violation exists.
 2. To hear testimony and accept evidence from the code enforcement officer, the respondent, and all interested parties relevant to the existence of a code violation.
 3. To preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing.
 4. To issue and sign written findings and a decision and order stating whether a code violation exists.
 5. To issue subpoenas as allowed by section directing witnesses to appear at the hearing, upon the request of the parties or their representatives.
 6. To impose penalties consistent with applicable code provisions and to assess costs reasonably related to instituting the proceedings upon finding the respondent liable for the charged violation. In no event, however, shall the hearing officer have the authority to impose a penalty of incarceration.
 7. To revive judgments in favor of the County of DuPage issued by the Hearing Officer which are older than 8 years old, provided that such judgments are not older than 21 years from the date of issuance.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-5: PROCEDURE FOR INSTITUTING PROCEEDINGS.

- A. A proceeding before ~~a the e~~Code H~~e~~aring uUnit shall be instituted upon the filing of a written pleading or violation notice by an authorized official of the county with the Code Hearing Unit.
- B. When a code enforcement officer observes a code violation, the officer shall note, or in the case of an animal control violation, the code enforcement officer may respond to the filing of a formal complaint by noting the violation on a violation notice and report form, indicating the following: the name and address of the respondent, if known; the name, address, and vehicle registration number of the waste hauler who deposited the waste, if applicable; the type and nature of the violation; the date and time the violation was observed; the names of witnesses to the violation; and the address of the location or property where the violation is observed.
- C. ~~The violation notice and report form shall contain a file number and a hearing date noted by the code enforcement officer in the spaces provided for that purpose on the forms~~summons and report form shall contain the case number and hearing date, in addition to the violation number for the violation notice issued. The violation notice and report form shall state that failure to appear at the hearing on the date indicated may result in a determination of liability for the cited violation and the imposition of fines and assessment of costs as provided by the applicable county ordinance. The violation notice and report form shall also state that upon a determination of liability and the exhaustion of or failure to exhaust procedures for judicial review, any unpaid fines or costs imposed will constitute a debt due and owe~~ing~~ to the County.
- D. The code enforcement officer shall certify the correctness of the information required by subsection (a) by signing his name to the violation notice ~~and report form~~, and indicate the date on which this was done on the violation notice. Failure to certify does not invalidate the violation notice, but will not establish a prima facie case at trial.
- E. A copy of the violation notice and report form shall be filed with the Code Hearing Unit and served on the respondent either personally or by first class mail, postage prepaid, sent to the address of the respondent. If the name of the respondent property owner cannot be ascertained or if the service on the respondent cannot be made by mail, service may be made on the respondent property owner by posting, not less than fifteen (15) days before the hearing is scheduled, a copy of the violation notice and report form in a prominent place on the property where the violation was found. If service by mail cannot be made accomplished, the Hearing Officer may order service by publication in a paper of general circulation in DuPage County for a period of at least once per week for a period of at least three weeks, as required by the Notice by Publication Act (715 ILCS 5/1, et seq.). Costs incurred in obtaining notice by publication may be assessed as costs in any judgment issued by the Hearing Officer.
- F. Where the County seeks to revive a judgment, the County may initiate revival proceedings before the Hearing Officer by sending notice to the respondent property owner by first class and certified mail, indicating that the County is seeking to revive a prior judgment.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-6: NOTICE OF HEARING/SUBPOENAS/DEFAULT.

- A. The respondent shall have at least fifteen (15) days after service of the violation notice and report form to prepare for the hearing, unless the violation is deemed by the code enforcement officer to be an immediate threat to the public health, safety, or welfare, at which time the hearing date may be expedited as necessary.
- B. All administrative hearings shall be conducted on the date set for hearing. For good cause shown, a continuance may be granted at the discretion of the hearing officer. Lack of preparation shall not be grounds for a continuance. ~~Continuances shall not exceed twenty-eight (28) days.~~

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- C. At any time prior to the hearing date, at the request of the code enforcement officer, the attorney for the county, the respondent, or the attorney for the respondent, the hearing officer assigned to hear the case may issue subpoenas directing witnesses to appear and give testimony at the hearing. Discovery shall be limited to the issuance of subpoenas only, with written and oral discovery permitted only with prior leave of the hearing officer.
 - D. If, at the time set for hearing, the respondent or ~~his~~his or her attorney fails to appear, absent good cause shown for a continuance, the hearing officer shall proceed with the hearing and accept evidence relating to the existence of a code violation. At the close of the hearing, upon sufficient evidence of a violation, the hearing officer may enter a default judgment of liability against the respondent and impose fines and assess costs. A copy of the order of default shall be served promptly in any manner for service of a notice of violation permitted by this chapter and applicable to the violation. A copy of the default judgment, which is a final determination, shall apprise the respondent of the procedure for setting aside the default judgment and also shall apprise the respondent of the availability of an appeal of the default judgment to the Circuit Court of DuPage County.
 - E. A respondent against whom a default judgment has been entered may file a motion with the code enforcement unit to set aside the default judgment and for a new hearing. A motion to set aside a default judgment may be filed within twenty-one (21) days of entry of the default judgment. A motion to set aside a default judgment shall set forth the reason(s) the respondent failed to appear on the original hearing date. The motion will be heard and ruled upon by the code hearing officer.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-7: REPRESENTATION AT HEARINGS.

- A. The case for the County may be presented ~~by the code enforcement officer or~~ by the State's Attorney.
- B. In no event, however, may the case for the County be presented by an employee of the code hearing unit.
- C. The case for the respondent may be presented by the respondent or the respondent's attorney.
- D. If the respondent is a corporation, it ~~may appear through any officer, director, manager, or supervisor of the corporation, must appear through counsel.~~
- E. If the respondent is a land trust, it may appear via any person having a beneficial interest in the land trust.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-8: CONDUCT OF HEARINGS.

- A. The hearing officer shall preside at the hearing, shall hear testimony, and shall accept any evidence relevant to the existence or non-existence of a code violation on the property indicated.
- B. The code enforcement officer's signed violation notice and report form shall be prima facie evidence of the existence of the code violation described in the form.
- C. The strict rules of evidence applicable to judicial proceedings do not apply to hearings authorized under this chapter.
- D. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- E. The burden of proof is a preponderance of the evidence.
- F. Once a prima facie case is established by the County, the burden of proof then shifts to the respondent.

(Supp. No. 12, Update 1)

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(Ord. CB-0046-10, § 1, 8-24-2010)

34-9: FINDINGS, DETERMINATION, AND ORDER.

- A. At the conclusion of the hearing, the hearing officer shall make a determination on the basis of the evidence presented at the hearing as to whether a code violation exists.
- B. The determination shall be in writing and shall be designated as the hearing officer's findings, decision, and order.
- C. The findings, decision, and order shall include the hearing officer's findings of fact, a determination of whether a code violation exists based on the findings of fact, and an order imposing a fine or other penalty, directing the respondent to correct the violation, or dismissing the case if the violation is not proved.
- D. If the hearing officer determines that the respondent is liable for the cited violation, the hearing officer shall enter an order imposing sanctions that are provided in the Code for the violations proved, including the imposition of fines and the recovery of the costs of the proceedings.
- E. Costs, including publication costs and the costs incurred by the County in abating any violations as directed by the Hearing Officer, may be recovered in the same manner as fines and penalties.
- F. A copy of the findings, decision, and order shall be served by personal service or by any method provided for service of the violation notice and report form under section 34-5 herein.
- G. Orders reviving previously issued judgments shall be served upon the respondent by any method provided for service of the violation notice and report form under section 34-5 herein.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-10: ADMINISTRATIVE REVIEW.

The findings, decision, and order of the hearing officer shall be subject to review in the Circuit Court of DuPage County. The Administrative Review Law [735 ILCS 5/3-101 et seq.] and the rules adopted pursuant thereto shall apply to and govern every action for the judicial review of the final findings, decision, and order of a hearing officer under this section.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-11: TRANSFER OR CONVEYANCE OF PROPERTY.

- A. The order to correct a code violation and the sanctions imposed by the County against a respondent property owner as the result of a finding of a code violation under this chapter shall attach to the property, subject to the interests of all lien holders of record, as well as to the owner of the property, so that the owner cannot avoid the finding of a code violation against the owner by conveying or transferring the property to another.
- B. Any subsequent transferee or owner of property takes the property subject to the findings, decision, and order of a hearing officer under this chapter if a notice consisting of a copy of the order to correct a code violation and imposing any sanctions and costs, if applicable, and a description of the real estate affected that is sufficient to identify the real estate has been filed in the office of the DuPage County Recorder by the County prior to the transfer or conveyance to the subsequent transferee or owner.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-12: COLLECTION OF UNPAID FINES OR OTHER SANCTIONS.

- A. Any fine or other sanction or costs imposed, or any part of any fine or other sanction or costs imposed, remaining unpaid after the exhaustion of or failure to exhaust procedures for judicial review under the Administrative Review Law [735 ILCS 5/3-101 et seq.] is a debt due and owing to DuPage County and, as such, may be collected in accordance with applicable law. Any subsequent owner or transferee of property takes subject to this debt if a notice has been filed pursuant to section 34-11.
- B. After expiration of the period within which judicial review under the Administrative Review Law may be sought for a final determination of the code violation, the County may commence a proceeding in the Circuit Court of DuPage County for purposes of ~~obtaining a judgment on the hearing officer's findings, decision, and order, by filing a petition. Nothing in this chapter prevents the County from consolidating multiple findings, decisions, and orders against a person or property in such a proceeding. a proceeding to collect upon the judgment of the hearing officer in the appropriate court. Where the Hearing Officer's decision included injunctive relief, whether mandatory or an injunction prohibiting a continuing violation, if Defendant(s) fail to comply with the Hearing Officer's injunction, the County may commence a proceeding in the 18th Judicial Circuit Court seeking to enforce the relief ordered by the Hearing Officer.~~
- C. ~~Upon commencement of the action, either to collect unpaid fines, costs, or other sanctions, or to otherwise enforce the Hearing Officer's ruling, the County shall file a certified copy of the findings, decision, and order, which shall be accompanied by a certification that recites facts sufficient to show that the respondent had an opportunity for a hearing and for judicial review as provided by 55 ILCS 5/5-43, et seq. . The maximum monetary fine (\$50,000.00) under this section shall be exclusive of costs of enforcement or costs imposed to secure compliance with the county's ordinances. Upon commencement of the action, the County shall file a certified copy of the findings, decision, and order, which shall be accompanied by a certification that recites facts sufficient to show that the findings, decision, and order were issued in accordance with this chapter and 55 ILCS 5/5-43 et seq. Service of the summons and a copy of the petition may be by any method provided by Section 2-203 of the Code of Civil Procedure [735 ILCS 5/2-203] or by certified mail, return receipt requested, provided that the total amount of fines or other sanctions and costs imposed by the findings, decision, and order does not exceed fifty thousand dollars (\$50,000.00) or at the option of the county, such other amount not to exceed the maximum amount established by the Mandatory Arbitration System as prescribed by the Rules of the Illinois Supreme Court from time to time for the judicial circuit in which the county is located. The maximum monetary fine under this section shall be exclusive of costs of enforcement or costs imposed to secure compliance with the county's ordinances.~~
- D. If the court is satisfied that the findings, decision, and order ~~were entered within the requirements of 55 ILCS 5/5-43 et seq. were issued in accordance with Illinois law and that the Hearing Officer had jurisdiction over the Respondent and this chapter as set forth in 55 ILCS 5/5-43, et seq. and this Chapter,~~ and that the respondent had an opportunity for a hearing under and for judicial review as provided in 55 ILCS 5/5-43 et seq.:
1. The court shall render judgment in favor of the County and against the respondent for the amount indicated in the findings, decision, and order plus court costs, ~~post judgment interest, and attorney's fees. The judgment has the same effect and may be enforced in the same manner as other judgments for the recovery of money.~~
 2. The court may issue other orders or injunctions, or both, requested by the County to enforce the order of the hearing officer or to correct a code violation.
- E. ~~As permitted by Section 5-43035(d), any fee, fine, cost or penalty charged by any attorney or collection agency retained by the DuPage County State's Attorney for purposes of collecting any fee, fine or penalty, or installment thereof, shall be paid by the Respondent, in addition to fee, fine, cost or penalty assessed.~~

(Ord. CB-0046-10, § 1, 8-24-2010)

34-13: SEVERABILITY.

Should a court of competent jurisdiction determine that one (1) or more sections or subsections of this chapter is or are invalid, the remaining sections or subsections hereof shall remain in full force and effect.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-14: EFFECTIVE DATE.

This chapter shall become effective ~~ten (10) days after passage and publication in pamphlet form if required by law~~ immediately upon passage of [ordinance number] by the DuPage County Board.

(Ord. CB-0046-10, § 1, 8-24-2010)

34-15: HEARING COSTS.

- A. In the event of a determination that a violation has occurred, or if the complaint is dismissed or withdrawn based upon compliance prior to the hearing date the hearing costs shall be recovered in the amount of not less than one hundred dollars (\$100.00) or the actual costs of the hearing, whichever shall be greater.
- B. The hearing officer may, in an appropriate case, and for good cause shown, waive or reduce costs. The County, by separate ordinance or resolution may provide for additional or increased costs to be recovered.

(Ord. CB-0046-10, § 1, 8-24-2010)

TOTAL LIENS FROM 2011 TO YTD 2024

YEAR	AMOUNT LIENED
2024	\$156,920.00
2023	\$77,234.00
2022	\$220,622.70
2021	\$146,329.90
2020	\$142,443.12
2019	\$99,050.00
2018	\$101,230.00
2017	\$34,200.00
2016	\$29,850.00
2015	\$34,350.00
2014	\$5,000.00
2013	\$30,000.00
2012	\$63,600.00
2011	\$12,400.00
TOTAL	\$1,153,229.72

YTD for 2024 through June