

**DU PAGE COUNTY**  
**DUPAGE COUNTY BOARD**  
**REGULAR MEETING AGENDA**

**June 10, 2025**

**Regular Meeting Agenda**

**10:00 AM**

**County Board Room**  
**421 N. COUNTY FARM ROAD**  
**WHEATON, IL 60187**  
**[www.dupagecounty.gov](http://www.dupagecounty.gov)**



Chair  
Deborah A. Conroy

District 1  
Michael Childress  
Cynthia Cronin Cahill  
Sam Tornatore

District 2  
Paula Deacon Garcia  
Andrew Honig  
Yeena Yoo

District 3  
Lucy Evans  
Kari Galassi  
Brian Krajewski

District 4  
Grant Eckhoff  
Lynn LaPlante  
Mary Ozog

District 5  
Sadia Covert  
Dawn DeSart  
Saba Haider

District 6  
Sheila Rutledge  
Greg Schwarze  
James Zay

**1. CALL TO ORDER****2. PLEDGE OF ALLEGIANCE****3. INVOCATION**

3.A. Hemant Mehta from Naperville

**4. ROLL CALL****5. PROCLAMATIONS**

5.A. Proclamation Recognizing June as Pride Month

**6. PUBLIC COMMENT Limited to 3 minutes per person****7. CHAIR'S REPORT / PRESENTATIONS**

7.A. DuPage Historical Museum Presentation

**8. CONSENT ITEMS**

8.A. [25-1470](#)

DuPage County Board - Regular Meeting Minutes - Tuesday, May 27, 2025

8.B. [25-1388](#)

05-23-2025 Paylist

8.C. [25-1411](#)

05-27-2025 Auto Debit Paylist

8.D. [25-1420](#)

05-30-2025 Auto Debit Paylist

8.E. [25-1421](#)

05-30-2025 Paylist

8.F. [25-1438](#)

06-03-2025 Paylist

8.G. [25-1391](#)

Treasurer's Monthly Report of Investments and Deposits - April 2025.

8.H. [25-1424](#)

Change orders to various contracts as specified in the attached packet.

**9. COUNTY BOARD - CHILDRESS**

9.A. [CB-R-0048-25](#)

Appointment of Julius "Wes" Becton III to the Commuter Rail Board (Metra).



- 9.B. [CB-R-0049-25](#)  
Appointment of Nunzio Pulice to the Stormwater Management Planning Committee (District 1).
- 9.C. [CB-R-0050-25](#)  
Appointment of Edward Tiesenga to the Stormwater Management Planning Committee (District 2).
- 9.D. [CB-R-0051-25](#)  
Appointment of Steve Nero to the Stormwater Management Planning Committee (District 3).
- 9.E. [CB-R-0052-25](#)  
Appointment of Gary Fasules to the Stormwater Management Planning Committee (District 4).
- 9.F. [CB-R-0053-25](#)  
Appointment of Paul Hinterlong to the Stormwater Management Planning Committee (District 5).
- 9.G. [CB-R-0054-25](#)  
Appointment of David Brummel to the Stormwater Management Planning Committee (District 6).
- 9.H. [CB-R-0055-25](#)  
Resolution Approving Member Initiative Program Agreements.

**10. FINANCE - DEACON GARCIA**

Committee Update

- 10.A. [FI-R-0093-25](#)  
Acceptance of an extension of time for the Illinois Home Weatherization Assistance Program DOE Grant PY25 Inter-Governmental Agreement No. 22-403028, Company 5000 - Accounting Unit 1400, from June 30, 2025 to September 30, 2025. (Community Services)
- 10.B. [FI-R-0094-25](#)  
Acceptance and appropriation of the Illinois Home Weatherization Assistance Program HHS Grant PY26 Inter-Governmental Agreement No. 25-221028, Company 5000 - Accounting Unit 1430, in the amount of \$974,465. (Community Services)
- 10.C. [FI-R-0095-25](#)  
Acceptance and appropriation of the Illinois Home Weatherization Assistance Program State Grant PY26 Inter-Governmental Agreement No. 26-251028, Company 5000 - Accounting Unit 1490, in the amount of \$568,959. (Community Services)

**10.D. [FI-R-0096-25](#)**

Acceptance and appropriation of the Low-Income Home Energy Assistance Program (LIHEAP) State Grant PY26 Inter-Governmental Agreement No. 26-254028, Company 5000 - Accounting Unit 1495, in the amount of \$3,422,595. (Community Services)

**10.E. [FI-R-0097-25](#)**

Acceptance and appropriation of the Title IV-D Grant SFY 25-27, Intergovernmental Agreement No. 2026-55-013-IGA, Company 5000 - Accounting Unit 6570, in the amount of \$1,629,842. (State's Attorney's Office)

**10.F. [FI-R-0098-25](#)**

Budget Transfers 06-10-2025 - Various Companies and Accounting Units

**10.G. [FI-R-0100-25](#)**

Recommendation for the approval of funds to the Elmhurst Centre for Performing Arts, to fund a performing arts program, in the amount of \$25,000. (ARPA INTEREST)

**11. ANIMAL SERVICES - KRAJEWSKI**

Committee Update

**12. DEVELOPMENT - TORNATORE**

Committee Update

**12.A. [DC-R-0003-25](#)**

Transfer of funds from unappropriated cash funds to the BUILDING, ZONING, & PLANNING FUND – COMPANY 1100, ACCOUNTING UNIT 2810, IN THE AMOUNT OF \$646,204, to pre-pay the first three years of a five-year renewal contract with Accela Inc. for permitting software. (Building & Zoning)

**13. ECONOMIC DEVELOPMENT - YOO**

Committee Update

**14. ENVIRONMENTAL - RUTLEDGE**

Committee Update

**15. ETSB - SCHWARZE**

Committee Update

**15.A. [ETS-R-0030-25](#)**

Resolution approving the sale of inventory from the County of DuPage on behalf of the Emergency Telephone System Board of DuPage County to the College of DuPage Police Department for an amount of \$156,606.72. (Pending Parent Committee Approval)

**16. HUMAN SERVICES - SCHWARZE**

Committee Update

**17. JUDICIAL AND PUBLIC SAFETY - EVANS**

## Committee Update

**17.A. [JPS-P-0025-25](#)**

Recommendation for the approval of a contract purchase order to Trinity Services Group, Inc., to provide meal service for the inmates and officers in the jail, for the Sheriff's Office, for the period of June 1, 2025 through May 31, 2026, for a contract total amount of \$1,526,156.25; per RFP #23-026-SHF. Second of three optional renewals. (Sheriff's Office)

**17.B. [JPS-R-0007-25](#)**

Amendment to Resolution JPS-P-0025-25 issued to Trinity Services Group, Inc., to provide food service for the DuPage County Jail, for the Sheriff's Office. (The contracted rate is increasing from \$2.23 per meal delivered to \$2.32 per meal delivered, resulting in an increase of 3.8%) (Sheriff's Office)

**17.C. [JPS-P-0026-25](#)**

Recommendation for the approval of a contract to JusticeText, Inc., for the purchase of audiovisual evidence management software licenses, for the Public Defender's Office, for the period of July 1, 2025 through June 30, 2026, for an amount not to exceed \$50,000. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. (Public Defender's Office)

**17.D. [JPS-P-0027-25](#)**

Recommendation for the approval of a contract with Diana Hightower for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2025 through June 30, 2026, for a total contract amount not to exceed \$43,472. Grant funded. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial Circuit Court)

**17.E. [JPS-P-0029-25](#)**

Recommendation for the approval of a contract purchase order to ThinkGard, to provide backup and recovery services for the Sheriff's Office, for the period of June 10, 2025 through November 30, 2027, for a contract total not to exceed \$368,853.50. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105). (Sheriff's Office)

**18. LEGISLATIVE - DESART**

## Committee Update

**19. PUBLIC WORKS - CHILDRESS**

Committee Update

**19.A. [PW-P-0014-25](#)**

Recommendation for the approval of a contract to Nationwide Haul LLC, for one (1) stainless steel tanker trailer, for Public Works, for the period of June 10, 2025 to November 30, 2025, for a total contract amount not to exceed \$94,143; per lowest responsible bid #25-059-PW.

**19.B. [FM-P-0027-25](#)**

Recommendation for the approval of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales, and installation as needed for County facilities, for Facilities Management, for the period of July 19, 2025 through July 18, 2026, for a contract total amount not to exceed \$45,000; per renewal option under bid award #23-080-FM. Second of three options to renew.

**19.C. [FM-P-0028-25](#)**

Recommendation to award a contract to Carbon Solutions Group SREC, LLC for participation in the Illinois Shines Adjustable Block Grant Program, which provides payments in exchange of Renewable Energy Credits (RECS), for approximately \$177,494.56, for the period of June 10, 2025 through November 30, 2041, selected through Other Professional Services under bid award #22-118-FM. (Revenue paid to County)

**20. STORMWATER - ZAY**

Committee Update

**20.A. [SM-R-0006-25](#)**

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Westmont, for the North Adams Street Detention Naturalization Project, for the period of June 10, 2025 through June 30, 2026, for an amount not to exceed \$14,750. (WQIP Grant)

**20.B. [SM-R-0007-25](#)**

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Westmont, for the 3927 N Lincoln Detention Naturalization Project, for the period of June 10, 2025 through June 30, 2026, for an amount not to exceed \$5,865. (WQIP Grant)

**20.C. [SM-R-0008-25](#)**

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Westmont, for the 328 S Wilmette Avenue Detention Naturalization Project, for the period of June 10, 2025 through June 30, 2026, for an amount not to exceed \$14,230. (WQIP Grant)

**21. STRATEGIC PLANNING - HAIDER**

Committee Update

**22. TECHNOLOGY - COVERT**

Committee Update

**22.A. [TE-P-0008-25](#)**

Recommendation for the approval of a contract to Accela, Inc., for annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam and Citizen Access and Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation, for the period of June 23, 2025 through June 22, 2029, for a contract total amount not to exceed \$1,144,575.00. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - Proprietary Software Maintenance and Support)

**23. TRANSPORTATION - OZOG**

Committee Update

**23.A. [DT-R-0013-25](#)**

Awarding Resolution issued to SKC Construction, Inc., for the 2025 Pavement Preservation/Crack Sealing Program, Section 25-CRKSL-09-GM, for an estimated County cost of \$30,000; Per lowest responsible bid.

**23.B. [DT-R-0014-25](#)**

Awarding Resolution to Schroeder Asphalt Services, Inc., for the Lisle Township 2025 Road Maintenance Program, Section 25-04115-00-RS-(Estimated Township cost \$1,353,606.86, No County cost); Per lowest responsible bid.

**23.C. [DT-P-0035-25](#)**

Recommendation for the approval of a contract to Traffic Control Corporation, for annual maintenance and support services for the Division of Transportation's Centracs ATMS software system, for the period July 1, 2025 through June 30, 2026, for a contract total not to exceed \$36,773. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - Proprietary Software Maintenance and Support)

**23.D. [DT-P-0036-25](#)**

Recommendation for the approval of a contract to Mac's Body Shop, Inc., for auto body repairs, for the period July 1, 2025 through June 30, 2026, for a contract total not to exceed \$70,000; per renewal of bid 23-071-DOT, second of three options to renew. (\$20,000 for Division of Transportation and \$50,000 for Sheriff's Office).

**23.E. [DT-P-0037-25](#)**

Recommendation for the approval of a contract purchase order to Auto Tech Centers, Inc., to furnish and deliver Goodyear tires, as needed, for the Division of Transportation, for the period July 1, 2025 through June 30, 2026, for a contract total not to exceed \$120,000. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Contract #24155).

**24. OLD BUSINESS****25. NEW BUSINESS**

**26. EXECUTIVE SESSION**

26.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters

26.B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Litigation

**27. MEETING ADJOURNED**

27.A. This meeting is adjourned to Tuesday, June 24, 2025, at 10:00 a.m.



## Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 25-1470**

**Agenda Date: 6/10/2025**

**Agenda #: 8.A.**

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# DU PAGE COUNTY

## DuPage County Board

### Summary

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

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**Tuesday, May 27, 2025**

**10:00 AM**

**County Board Room**

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**1. CALL TO ORDER**

10:00 AM meeting was called to order by Chair Deborah A. Conroy at 10:00 AM.

**MOTION TO CONDUCT MEETING**

Member Tornatore moved and Member Yoo seconded a motion to allow the members of the County Board to conduct the meeting via teleconference/remotely. The motion was approved by voice vote, all "ayes." Members Cahill and Galassi were absent.

**2. PLEDGE OF ALLEGIANCE**

Member LaPlante led the pledge of allegiance.

**3. INVOCATION**

3.A. Pastor Erin Wyma, St. Matthew United Church of Christ, Wheaton

**4. ROLL CALL**

<b>PRESENT:</b>	Conroy, Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, and Yoo
<b>ABSENT:</b>	Cronin Cahill, and Galassi
<b>REMOTE:</b>	Zay

**5. PROCLAMATIONS**

5.A. Proclamation Recognizing National Gun Violence Awareness Day

5.B. Proclamation Recognizing Race Amity Day

5.C. Proclamation Honoring DuPage County Supervisor of Assessments Helen Krengel

**6. PUBLIC COMMENT Limited to 3 minutes per person**

**The following individuals made public comment:**

Lisa Forst: Elections

Mary Jane Silvestri: Elections

Babe Paukstys: Elections

Tom Kozik: Elections

Jodie Zitko: Elections



Ken Zitko: Elections

Jesse Gutierrez: Federal budget legislation

**7. CHAIR'S REPORT**

**Chair Conroy made the following remarks:**

Last Tuesday, Member Sheila Rutledge shared her letter of resignation from this Board. She will continue to serve her District 6 constituents through the August 26th County Board meeting, then transition full time to her duties as Winfield Township Supervisor.

As I said in my statement, I would like to thank Sheila for her passionate service as Environmental Committee Chair and for her collegial approach here on the Board. Per statute, and with advice and consent of the Board, a resident of District 6 **from the same political party** (Sheila is a Democrat) will be selected to serve out the rest of Sheila's term which ends in December of 2026. All interested applicants from District 6, should email a resume and letter of no more than 300 words outlining their interest to me at: [chair@dupagecounty.gov](mailto:chair@dupagecounty.gov)

**8. CONSENT ITEMS**

8.A. [25-1353](#)

DuPage County Board - Regular Meeting Minutes - Tuesday, May 13, 2025

8.B. [25-1282](#)

05-09-2025 Paylist

8.C. [25-1290](#)

05-09-2025 Auto Debit Paylist

8.D. [25-1302](#)

05-13-2025 Paylist

8.E. [25-1314](#)

05-14-2025 Polling Place Paylist

8.F. [25-1337](#)

05-16-2025 Auto Debit Paylist

8.G. [25-1338](#)

05-16-2025 Paylist

8.H. [25-1361](#)

05-20-2025 Paylist

8.I. [25-1278](#)

05-06-2025 Corvel Wire Transfer

8.J. [25-1287](#)

Recorder's Monthly Revenue Statement – April 2025.

8.K. [25-1360](#)

Change orders to various contracts as specified in the attached packet.

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Andrew Honig
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

## 9. COUNTY BOARD - CHILDRESS

### 9.A. [CB-R-0044-25](#)

Appointment of the Public Aid Committee - Member List attached.

WHEREAS, Deborah A. Conroy, per 305 ILCS 5/11-8, as Chair of the DuPage County Board, is appointed to the DuPage County Public Aid Committee (Countywide Chair); and

WHEREAS, additionally, Deborah A. Conroy has submitted to the County Board her appointment of Bobby Hernandez (D), Mike Hovde, Jr. (R), Kim Savage (D- Alternate), M. Joann Wright (D- Alternate), Elizabeth Higgins-Beard (D- Alternate), Eddie Bedford (D- Alternate), Randy Ramey (R), Sheila Rutledge (D) and Timothy Murray (D- Alternate) to serve as members of the DuPage County Public Aid Committee; and

WHEREAS, such appointments require the advice and consent of the County Board under 305 ILCS 5/11-8, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointments Bobby Hernandez (D), Mike Hovde, Jr. (R), Kim Savage (D- Alternate), M. Joann Wright (D- Alternate), Elizabeth Higgins-Beard (D- Alternate), Eddie Bedford (D- Alternate), Randy Ramey (R), Sheila Rutledge (D) and Timothy Murray (D- Alternate) to serve as members of the DuPage County Public Aid Committee; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to Bobby Hernandez, Addison Township, 401 N. Addison Rd., Addison, IL 60101; M. Joann Wright, Lisle Township, 4711 Indiana Ave., Lisle, IL 60532; Elizabeth Higgins-Beard, Milton Township, 1492 N. Main St., Wheaton, IL 60187; Mike Hovde, Jr., Bloomingdale Township, 123 N. Rosedale Rd. Bloomingdale, IL 60108; Randy Ramey, Wayne Township, 27W031 North Ave., West Chicago, IL 60185; Eddie Bedford, Naperville Township, 139 Water St., Naperville, IL 60540; Sheila Rutledge, Winfield Township, 130 Arbor Ave., West Chicago, IL 60185; Timothy Murray, York Township, 1502 S. Meyers Rd., Lombard, IL 60148; Kim Savage, Downers Grove Township, 4340 Prince St., Downers Grove, IL 60515.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress

<b>SECONDER:</b>	Paula Garcia
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

9.B. [CB-R-0045-25](#)

Resolution Approving Member Initiative Program Agreements.

WHEREAS, the DuPage County Board has appropriated approximately 1.8 million dollars for use in the Member Initiative Program (MIP) as part of FI-O-0010-24; and

WHEREAS, various members of the DuPage County Board have submitted applications for the use of MIP funds for various not-for-profit and municipal entities; and

WHEREAS, the DuPage County Board has considered the applications of the following entities:

- a. Western DuPage Special Recreation Association (\$11,781)
- b. Evergreen Shared Housing (\$24,000)
- c. Teen Parent Connection (\$7,000)
- d. Violet's Kitchen (\$10,000)

NOW, THEREFORE BE IT RESOLVED, the DuPage County Board authorizes the DuPage County Chair to enter into agreements substantially in the form of the agreements attached as part of Exhibits A-D to this Resolution; and

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be sent to each of the above referenced entities at the following addresses:

- a. Western DuPage Special Recreation Association 116 N. Schmale Road, Carol Stream, IL 60188
- b. Evergreen Shared Housing 303 N. Shady Lane, Elmhurst, IL 60126
- c. Teen Parent Connection 475 Taft Ave., Glen Ellyn, IL 60137
- d. Violet's Kitchen 320 N. Silverleaf Blvd., Carol Stream, IL 60188

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be directed to: (1) the DuPage County Clerk, (2) the DuPage County Finance Department, (3) the DuPage County Treasurer, and (4) the DuPage County Auditor.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Saba Haider
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

9.C. [CB-R-0046-25](#)

Resolution Establishing the Creation of a County Land Bank and Authority to Partner with a Community Land Trust.

WHEREAS, the DuPage County Board is dedicated to ensuring affordable and attainable housing is available throughout the County; and

WHEREAS, the DuPage County Chair established an Ad-Hoc Housing Solutions Committee to craft policy that would further the creation and expansion of affordable housing stock throughout the County; and

WHEREAS, the DuPage County Board allocated five million dollars (\$5,000,000) and created a Housing Solutions Fund to create affordable housing initiatives; and

WHEREAS, the Ad-Hoc Housing Solutions Committee engaged with a consulting firm by the name of Grounded Solutions to present various options that the County may implement to further this initiative; and

WHEREAS, the DuPage County Board wishes to create a County Land Bank according to 20 ILCS 3501 and create a Community Land Trust; and

WHEREAS, the DuPage County Board has taken other various steps to further this initiative by amending multiple land use requirements, density requirements, and setbacks to ensure affordable housing solutions may be constructed within the unincorporated portions of DuPage County.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that this resolution grants the authority for the creation of a County Land Bank and directs staff to release a Request for Qualifications (RFQ) to partner with a group to administer a Community Land Trust in consultation with the Ad-Hoc Housing Solutions Committee; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to the County Board Office, Building and Zoning Department, and Community Services Department.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Paula Garcia
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

9.D. [CB-R-0047-25](#)

Declaration of Vacancy of County Board (District 6) Seat.

WHEREAS, County Board Member Sheila Rutledge submitted her unconditional resignation effective upon the adjournment of the County Board meeting on Aug. 26, 2025, thereby creating a vacancy in County Board (District 6); and

WHEREAS, 10 ILCS 5/25-11 provides a vacancy shall be filled by appointment of the Chair of the County Board with the advice and consent of the County Board; and

WHEREAS, 10 ILCS 5/25-11 further provides the appointee shall be a member of the same political party as the person he or she succeeds and shall be otherwise eligible to serve.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that, pursuant to 10 ILCS 5/25-2, the County Board hereby declares a vacancy in County Board (District 6) effective upon the adjournment of the County Board meeting on Aug. 26, 2025; and

BE IT FURTHER RESOLVED, that notice is hereby given to the County Central Committee of the appropriate County Board District Committee of each established political party; and

BE IT FURTHER RESOLVED, that the County Clerk shall send copies of the foregoing to: Reid McCollum, Chair, DuPage County Democratic Central Committee (885 E. Geneva Road, Carol Stream, IL 60188); and Kevin Coyne, Chairman, DuPage County Republican Central Committee (P.O. Box 893, Wheaton, IL 60187).

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Paula Garcia
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

## 10. FINANCE - DEACON GARCIA

### Committee Update

#### 10.A. [FI-R-0081-25](#)

Acceptance and appropriation of additional funding for the Illinois Department of Commerce and Economic Opportunity Workforce Innovation and Opportunity Act (WIOA) Grant PY23, Inter-Governmental Agreement No. 23-681006, Company 5000 - Accounting Unit 2840, \$5,668. (Under the administrative direction of the Human Resources Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Workforce Innovation and Opportunity Act (WIOA) Grant PY23, Company 5000 - Accounting Unit 2840, pursuant to Resolution FI-R-0212-23 for the period July 1, 2023 through June 30, 2025; and

WHEREAS, the County of DuPage, for the use and benefit of the DuPage County Workforce Development Division, leases premises for the workNet DuPage Career Center ("Center") and incurs rent and other office rental expenses that are paid using WIOA Grant funding; and

WHEREAS, the County of DuPage, through the DuPage County Workforce Development Division, has Memorandum of Understandings with several of its strategic partners to provide office space in its leased premises in exchange for contributions towards the Center's rent and other office rental expenses; and

WHEREAS, the County of DuPage has received, from its strategic partners, rent and other office rental expense reimbursement greater than anticipated by \$5,667.08 (FIVE THOUSAND SIX HUNDRED SIXTY-SEVEN AND 08/100 DOLLARS) that needs to be appropriated and used to provide services to unemployed and underemployed DuPage County residents; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of these reimbursements does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said reimbursements creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the contributions received as reimbursement for grant expenses in the amount of \$5,667.08 (FIVE THOUSAND SIX HUNDRED SIXTY-SEVEN AND 08/100 DOLLARS) be and is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$5,668 (FIVE THOUSAND SIX HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS) be made and added to the Workforce Innovation and Opportunity Act (WIOA) Grant PY23, Company 5000 - Accounting Unit 2840, and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Economic Development Committee shall review the need for continuing the specified program and related headcount; and

BE IT FURTHER RESOLVED that should the Economic Development

Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Saba Haider
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

10.B. [FI-R-0089-25](#)

Acceptance and appropriation of the Animal Services-IL DCEO Public Health and Safety Grant PY25, Inter-Governmental Agreement No. 25-203296, Company 5000 - Accounting Unit 1320, \$275,000. (Animal Services)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$275,000 (TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS) are available to provide the necessary funds to protect the health, safety and welfare of people and pets by ensuring all officers have appropriate tools and are able to enforce Illinois State animal control laws and DuPage County animal ordinances, increasing safety to DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 25-203296 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the Inter-Governmental Agreement is from May 1, 2025, through June 30, 2026; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 25-203296 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby

accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$275,000 (TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS) be made to establish the Animal Services-Public Health and Safety PY25, Company 5000 - Accounting Unit 1320, for the period May 1, 2025, through June 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of Animal Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Animal Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Yeena Yoo
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

10.C. [FI-R-0090-25](#)

Acceptance and appropriation of interest earned on investment for the DuPage Animal Friends Phase II Capital Project Grant, Company 5000 - Accounting Unit 1310, in the amount of \$2,765. (Animal Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Animal Friends Phase II Capital Project Grant, pursuant to Resolution FI-R-0899-18 for the period September 12, 2018, until exhausted; as amended; and

WHEREAS, the County of DuPage has invested cash balances in accordance with the DuPage Animal Friends grant requirements and estimates earnings in the amount of \$2,764.14 (TWO THOUSAND, SEVEN HUNDRED SIXTY-FOUR AND 14/100 DOLLARS) during the term of the award, to be used for the support of the DuPage County Animal Friends Phase II Capital Project Grant; and

WHEREAS, no additional County funds are required to appropriate this interest



earned; and

WHEREAS, the DuPage County Board finds that the need to appropriate said interest creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the interest to be earned in the amount of \$2,764.14 (TWO THOUSAND, SEVEN HUNDRED SIXTY-FOUR AND 14/100 DOLLARS) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$2,765 (TWO THOUSAND, SEVEN HUNDRED SIXTY-FIVE NO/100 DOLLARS) be made and added to the DuPage Animal Friends Phase II Capital Project Grant, Company 5000 - Accounting Unit 1310, for the period of September 12, 2018 until funding is exhausted; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED, that should the Animal Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Yeena Yoo
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

10.D. [FI-R-0092-25](#)

Budget Transfers 05-27-2025 - Various Companies and Accounting Units

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2025 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Yeena Yoo
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

10.E. [FI-P-0004-25](#)

Recommendation for the approval of funding for Constangy, Brooks, Smith & Prophete, LLP, to provide legal services regarding the cyber incident as Special Assistant State's Attorneys, for the State's Attorney's Office, for the period of April 28, 2025 through April 28, 2026, for an amount not to exceed \$100,000.

WHEREAS, certain attorneys from the law firm of Constangy, Brooks, Smith & Prophete, LLP have been appointed as Special Assistant State's Attorneys; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of payments to Constangy, Brooks, Smith & Prophete, LLP, to provide legal services regarding the cyber incident as Special Assistant State's Attorneys, for the period of April 28, 2025 through April 28, 2026.

NOW, THEREFORE, BE IT RESOLVED, that said approval of payments for legal services regarding the cyber incident for the State's Attorney's Office, for the period of April 28, 2025 through April 28, 2026, be, and is hereby approved for issuance of payments to Constangy, Brooks, Smith & Prophete, LLP, 20 N. Wacker Drive, Suite 4120, Chicago, IL 60606, for an amount not to exceed \$100,000.00.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Saba Haider
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

11. **ANIMAL SERVICES - KRAJEWSKI**

Committee Update

12. **DEVELOPMENT - TORNATORE**

## Committee Update

12.A. [DC-R-0002-25](#)

To approve a Resolution of Declaration of Surplus Property located at 22W146 Hillcrest Terrace, Medinah, IL (PIN: 02-11-412-011)

Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to acquire unsafe and abandoned structures pursuant Illinois Compiled Statutes, Chapter 55, paragraph 55 ILCS 5/5-1121; and

WHEREAS, pursuant to said authority via the County Neighborhood Revitalization Program (aka Clean and Lien), through a settlement agreement with the trustees for the estate of the property located at 22W146 Hillcrest Terrace, Medinah (PIN: 02-11-412-011) ("Subject Property"); the COUNTY acquired title to the Subject Property; and

WHEREAS, the COUNTY now owns and maintains the Subject Property legally described as follows:

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Saba Haider
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

12.B. [DC-O-0018-25](#)

ZONING-25-000008 – ORDINANCE – Smiley: To approve the following zoning relief:

1. Variation to reduce the corner side setback for a new deck from required 30 feet to approximately 10 feet.

2. Variation to reduce the corner side setback for a new front porch from required 27 feet to approximately 20 feet. (Addison/District 1)

ZHO Recommendation to Approve

Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on April 2, 2025 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

1. Variation to reduce the corner side setback for a new deck from required 30 feet to approximately 10 feet.
2. Variation to reduce the corner side setback for a new front porch from required 27 feet to approximately 20 feet, on the property hereinafter described:

LOT 18 IN BLOCK 5 IN BRANIGAR'S WOODDALE HIGHLANDS, BEING A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1940 AS DOCUMENT 414380, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on April 16, 2025 does find as follows:

**FINDINGS OF FACT:**

- A. That petitioner testified that the subject zoning relief is for a Variation to reduce the corner side setback for a new deck from required 30 feet to approximately 10 feet and a Variation to reduce the corner side setback for a new front porch from required 27 feet to approximately 20 feet.
- B. That petitioner testified that he purchased the subject property in 2023, and that the existing house was built in the 1940s, with an addition constructed in 2016.
- C. That petitioner testified that both the existing home, including the front porch and rear deck, were constructed too close to corner side property line, and that in order to replace the front porch and rear deck, the subject zoning relief is required.
- D. That petitioner testified that the existing front porch needs to be redone due to a failing porch foundation.
  - a. Additionally, that petitioner testified that he will be replacing the existing front porch with a new porch in the exact same location and size.
- E. That petitioner testified that the existing rear deck needs to be replaced and that he plans to remove the existing deck, replace the deck, and expand it to meet the pool.
- F. That petitioner testified that without a rear deck, there is no way to exit the rear of his house due to the elevation of the existing home.
- G. That petitioner testified that he has existing landscaping along the Foster Avenue corner side property line, including trees and arborvitae.
- H. That the Zoning Hearing Officer finds that petitioner has demonstrated sufficient evidence for the subject zoning relief and has demonstrated evidence for a hardship in relation to the subject property.

- a. Petitioner demonstrated that he is replacing the front porch in the same location and size as the existing front porch, which was constructed too close to the corner side property line, and that petitioner is replacing and expanding the rear deck to meet the existing pool.
- b. Petitioner demonstrated that the existing house, including the existing front porch and rear deck, were constructed too close to the corner side property line, and that the subject zoning relief would be required in order to replace the porch and deck.
- c. Petitioner also demonstrated that the only way he can access the rear of the subject house is through a deck due to the elevation of the house.

**STANDARDS FOR VARIATIONS:**

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Variation will not:
  - a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that he is replacing the existing front porch and rear deck, which were both constructed too close to the corner side property line and do not impair an adequate supply of light and air to adjacent property.
  - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that he will obtain a building permit for the proposed new front porch and rear deck, and that both will be built pursuant to all building codes.
  - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that he is replacing the existing front porch and rear deck and that the proposed construction will be an added benefit to the surrounding area.
  - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that he is replacing the existing front porch and rear deck, which were both constructed too close to the corner side property line and do not unduly increase traffic congestion in the public streets and highways.
  - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed new front porch and rear deck will not increase the potential for flood damages to adjacent property.
  - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the proposed new front porch and rear deck will not incur additional expense for flood protection, rescue, or relief.
  - g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the proposed new front porch and rear deck will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County and will be an added benefit to the surrounding area.

PETITIONER'S DEVELOPMENT FACT SHEET**GENERAL ZONING CASE INFORMATION****CASE #/PETITIONER** ZONING-25-000008 Smiley**ZONING REQUEST** 1. Variation to reduce the corner side setback for a new deck from required 30 feet to approximately 10 feet. 2. Variation to reduce the corner side setback for a new front porch from required 27 feet to approximately 20 feet.**OWNER** AUSTIN AND JENNIFER SMILEY, 514 N CEDAR AVENUE, WOOD DALE, IL 60191**ADDRESS/LOCATION** 514 N CEDAR AVENUE, WOOD DALE, IL 60191**PIN** 03-10-301-027**TWSP./CTY. BD. DIST.** ADDISON DISTRICT 1**ZONING/LUP** R-3 SF RES 0-5 DU AC**AREA** 0.45 ACRES (19,602 SQ. FT.)**UTILITIES** WATER AND SEWER**PUBLICATION DATE** Daily Herald: MARCH 18, 2025**PUBLIC HEARING** WEDNESDAY, APRIL 2, 2025**ADDITIONAL INFORMATION:**

Building: No Objections.

DUDOT: *No Comments Received.*

Health: Our office has no jurisdiction in this matter.

Stormwater: No Objection.

Public Works: "DPC Public Works doesn't own any sewer or water mains in the area."

**EXTERNAL:**City of Wood Dale: *No Comments Received.*Village of Itasca: *No Comments Received.*Elk Grove Village: *No Comments Received.*Village of Bensenville: *No Comments Received.*

Village of Addison: Our office has no jurisdiction in this matter.

Addison Township: *No Comments Received.*Township Highway: *No Comments Received.*

Wood Dale Fire Dist.: Our office has no jurisdiction in this matter.

Sch. Dist. #7: *No Comments Received.*Sch. Dist. #100: *No Comments Received.*

Forest Preserve: "District staff have reviewed the information provided with the Public Notice and we have no comments."

**GENERAL BULK REQUIREMENTS:****REQUIREMENTS: REQUIRED EXISTING PROPOSED**

Corner Side Yard: 30' 27' APPROX. 10' APPROX. 20' APPROX. 10' APPROX. 20'

**LAND USE:****Location Zoning Existing Use LUP**

Subject R-3 SF RES HOUSE 0-5 DU AC

North FOSTER AVENUE AND BEYOND R-3 SF RES HOUSE 0-5 DU AC

South R-3 SF RES HOUSE 0-5 DU AC

East CEDAR AVENUE AND BEYOND R-3 SF RES HOUSE 0-5 DU AC

West R-3 SF RES HOUSE 0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on April 16, 2025, recommends to approve the following zoning relief:

1. Variation to reduce the corner side setback for a new deck from required 30 feet to approximately 10 feet.
2. Variation to reduce the corner side setback for a new front porch from required 27 feet to approximately 20 feet.

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-25-000008 Smiley dated April 2, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That petitioner maintains the existing landscaping around the perimeter of the subject property.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**ZHO Recommendation to Approve**

WHEREAS, the County Board Development Committee on May 20, 2025, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Variation to reduce the corner side setback for a new deck from required 30 feet to approximately 10 feet.
2. Variation to reduce the corner side setback for a new front porch from required 27 feet to approximately 20 feet.

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-25-000008 Smiley dated April 2, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That petitioner maintains the existing landscaping around the perimeter of the subject property.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent**

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Variation to reduce the corner side setback for a new deck from required 30 feet to approximately 10 feet.
2. Variation to reduce the corner side setback for a new front porch from required 27 feet to approximately 20 feet, on the property hereinafter described:

LOT 18 IN BLOCK 5 IN BRANIGAR'S WOODDALE HIGHLANDS, BEING A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1940 AS DOCUMENT 414380, IN DUPAGE COUNTY, ILLINOIS; and

**The Zoning Relief is subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-25-000008 Smiley dated April 2, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That petitioner maintains the existing landscaping around the perimeter of the subject property.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; AUSTIN AND JENNIFER SMILEY, 514 N CEDAR AVENUE, WOOD DALE, IL 60191; and Township Assessor, Addison Township, 401 North Addison Road, Addison, IL 60101.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Paula Garcia



<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

12.C. [DC-O-0019-25](#)

ZONING-25-000013 – ORDINANCE – Aspen Inc.: To approve the following zoning relief:

Conditional Use to allow an existing shed to remain less than 3 feet from the rear property line (approximately 2.6 feet), where the shed has existed for at least 5 years. (Bloomington/District 1)

ZHO Recommendation to Approve

Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on April 30, 2025 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional Use to allow an existing shed to remain less than 3 feet from the rear property line (approximately 2.6 feet), where the shed has existed for at least 5 years, on the property hereinafter described:

LOT 8 IN BLOCK 12 IN FEUERBORN AND KLODE'S SWIFT ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ AND THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 1925 AS DOCUMENT 187874, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on May 7, 2025 does find as follows:

**FINDINGS OF FACT:**

- A. That petitioner testified that the subject zoning relief is to allow an existing shed to remain less than 3 feet from the rear property line (approximately 2.6 feet), where the shed has existed for at least 5 years
- B. That petitioner testified that the subject home is vacant and currently managed by Hudson Homes Rental, a Texas-based company.
- C. That petitioner testified that they were hired by Hudson Homes Rental to complete the rehabilitation work on the subject property before the property is marketed for sale.

- D. That petitioner testified that the subject shed is located on a concrete slab and is in good condition.
- E. That petitioner testified that the subject shed has existed for at least fifteen (15) years.
- F. That petitioner testified that there are no utilities in the subject shed and that it is a residential storage shed.
- G. That the Zoning Hearing Officer finds that petitioner has demonstrated that the subject zoning relief to allow an existing shed to remain less than 3 feet from the rear property line (approximately 2.6 feet), where the shed has existed for at least 5 years, does not have any impact on adjacent properties and roadways, does not impact on drainage, and does not impede ventilation and light to the subject property or adjacent properties.
  - a. Furthermore, that the two (2) year proposed period of relief is intended to permit the subject owner to obtain a tenant for the property, for the tenant to establish some regular use of the shed, and the County to determine whether the actual use is consistent with the testimony at the hearing and the conditions set forth in the relief.

**STANDARDS FOR CONDITIONAL USES:**

- 1. That the Zoning Hearing Officer finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:
  - a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the existing shed does not impact or impair the supply of light and air to adjacent properties.
  - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will receive a building permit from the County for the existing shed and that it was built pursuant to the current DuPage County building codes.
  - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the existing shed does not diminish the value of land throughout the County.
  - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the existing shed is located behind the front wall of the home and does not impact traffic congestion in the public streets and highways.
  - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that that the existing shed does not increase potential for flood damages to the adjacent property.
  - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the existing shed does not incur additional public expense for flood protection, rescue, or relief.

- g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the existing shed does not have any impact on adjacent properties and roadways, does not impact on drainage, and does not impede ventilation and light to the subject property or adjacent properties.

PETITIONER'S DEVELOPMENT FACT SHEET

**GENERAL ZONING CASE INFORMATION**

**CASE #/PETITIONER ZONING-25-000013 Aspen Inc.**

**ZONING REQUEST** Conditional Use to allow an existing shed to remain less than 3 feet from the rear property line (approximately 2.6 feet), where the shed has existed for at least 5 years.

**OWNER** US BANK TRUST, 21W341 BELDEN AVENUE, LOMBARD, IL 60148 /  
US BANK TRUST, 2711 N KASKELL, DALLAS, TX 60148 / AGENT: ASPEN  
GENERAL CONTRACTORS, INC., 1865 HICKS ROAD SUITE A, ROLLING  
MEADOWS, IL 60008

**ADDRESS/LOCATION** 21W341 BELDEN AVENUE, LOMBARD, IL 60148  
**PIN** 02-36-211-001

**TWSP./CTY. BD. DIST.** BLOOMINGDALE DISTRICT 1

**ZONING/LUP** R-4 SF RES 0-5 DU AC

**AREA** 0.47 ACRES (20,473 SQ. FT.)

**UTILITIES** WATER/SEPTIC

**PUBLICATION DATE** Daily Herald: APRIL 15, 2025

**PUBLIC HEARING** WEDNESDAY, APRIL 30, 2025

**ADDITIONAL INFORMATION:**

Building: No Objections.

DUDOT: *No Comments Received.*

Health: *No Comments Received.*

Stormwater: No Objections.

Public Works: "DPC Public Works doesn't own any sewer or water mains in the area."

**EXTERNAL:**

Village of Glendale Heights: *No Comments Received.*

Village of Bloomingdale: *No Comments Received.*

Village of Addison: No Objections. "Consider structure as existing nonconforming. No issues for the existing shed to remain in its current location, but should replacement take place recommend placing it at least 5' from any rear or side yard property lines."

Village of Glen Ellyn: *No Comments Received.*

Village of Lombard: "The subject property is outside the Village of Lombard's planning boundary. As such, we have no comment on the petition."

Bloomington Township: *No Comments Received.*

Township Highway: Our office has no jurisdiction in this matter.

Bloomington Fire Dist.: No Objections.

Sch. Dist. 15: *No Comments Received.*

Sch. Dist. 87: *No Comments Received.*

Forest Preserve: "Forest Preserve District staff have reviewed the information provided"

and do not have any comments.”

**GENERAL BULK REQUIREMENTS:**

**REQUIREMENTS: REQUIRED EXISTING PROPOSED**

Rear Yard: 3 FT APPROX. 2.6 FT APPROX. 2.6 FT

**LAND USE:**

**Location Zoning Existing Use LUP**

Subject R-4 SF RES HOUSE 0-5 DU AC

North BELDEN AVENUE AND BEYOND R-4 SF RES HOUSE 0-5 DU AC

South R-4 SF RES HOUSE 0-5 DU AC

East R-4 SF RES VACANT 0-5 DU AC

West UNIMPROVED ROW AND BEYOND R-4 SF RES VACANT 0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on May 7, 2025, recommends to approve the following zoning relief:

Conditional Use to allow an existing shed to remain less than 3 feet from the rear property line (approximately 2.6 feet), where the shed has existed for at least 5 years.

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #ZONING-25-000013 **Aspen Inc.** dated April 30, 2025.
2. That the Conditional Use zoning relief shall expire after two (2) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
  - a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
  - b. The structure is voluntarily removed.
3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
4. That petitioner maintains the existing landscaping around the perimeter of the subject property.
5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**ZHO Recommendation to Approve**

WHEREAS, the County Board Development Committee on May 20, 2025, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use to allow an existing shed to remain less than 3 feet from the rear property line

(approximately 2.6 feet), where the shed has existed for at least 5 years.

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-25-000013 **Aspen Inc.** dated April 30, 2025.
2. That the Conditional Use zoning relief shall expire after two (2) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
  - a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
  - b. The structure is voluntarily removed.
3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
4. That petitioner maintains the existing landscaping around the perimeter of the subject property.
5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent**

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Conditional Use to allow an existing shed to remain less than 3 feet from the rear property line (approximately 2.6 feet), where the shed has existed for at least 5 years, on the property hereinafter described:

LOT 8 IN BLOCK 12 IN FEUERBORN AND KLODE'S SWIFT ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ AND THE NORTHWEST ¼ OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 1925 AS DOCUMENT 187874, IN DUPAGE COUNTY, ILLINOIS; and

**The Zoning Relief is subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-25-000013 **Aspen Inc.** dated April 30, 2025.
2. That the Conditional Use zoning relief shall expire after two (2) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the

following circumstances, whichever shall come first:

- a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
- b. The structure is voluntarily removed.
3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
4. That petitioner maintains the existing landscaping around the perimeter of the subject property.
5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; US BANK TRUST, 21W341 BELDEN AVENUE, LOMBARD, IL 60148 / US BANK TRUST, 2711 N KASKELL, DALLAS, TX 60148 / AGENT: ASPEN GENERAL CONTRACTORS, INC., 1865 HICKS ROAD SUITE A, ROLLING MEADOWS, IL 60008; and Township Assessor, Bloomingdale Township, 123 N. Rosedale, Bloomingdale, IL 60108.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Paula Garcia
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

12.D. [DC-O-0020-25](#)

ZONING-25-000014 – ORDINANCE – Trauth: To approve the following zoning relief: Variation to reduce the interior side setback for a new deck from required 3 feet to approximately 2 feet, to replace an existing deck with a new deck in the same location. (Lisle/District 5)  
ZHO Recommendation to Approve

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Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on April 30, 2025 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Variation to reduce the interior side setback for a new deck from required 3 feet to approximately 2 feet, to replace an existing deck with a new deck in the same location, on the property hereinafter described:

PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SECTION 18; THENCE SOUTH 0 DEGREES 34 MINUTES EAST ON THE SECTION LINE 260.7 FEET TO AN IRON PIPE STAKE IN THE CENTER OF OLD PLANK ROAD; THENCE SOUTHWESTERLY IN THE CENTER OF OLD PLANK ROAD 565.7 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHWESTERLY IN THE CENTER OF OLD PLANK ROAD 203.7 FEET TO AN IRON PIPE STAKE; THENCE NORTHEASTERLY 222.0 FEET TO A POINT 117.5 FEET EAST OF THE WESTERLY LINE OF THE WILLIAM A. SCHULTZ FARM; THENCE EAST 118 FEET TO AN IRON PIPE STAKE; THENCE SOUTHERLY 70.2 FEET TO A PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on May 7, 2025 does find as follows:

**FINDINGS OF FACT:**

- A. That petitioner testified that the subject zoning relief is for a Variation to reduce the interior side setback for a new deck from required 3 feet to approximately 2 feet, to replace an existing deck with a new deck in the same location.
- B. That petitioner testified that he has owned and lived on the subject property for over forty-one (41) years.
- C. That petitioner testified that the existing deck is over forty-one (41) years old and needs to be replaced due to its current condition.
- D. That petitioner testified that he requires the subject zoning relief due to the angle of the existing house on the subject property, requiring a rear deck to be closer to the interior side property line.
- E. That petitioner testified that without a rear deck, there is no way to access the rear of his house due to elevation of the existing house.
  - a. Furthermore, that the subject home has French doors that open up onto the rear deck and that they are unable to relocate the access from the home due to the elevation of the

subject property and layout of the subject home.

- F. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence for the subject zoning relief and has demonstrated evidence for a hardship in relation to the subject property.
- a. That petitioner demonstrated that he would replace the rear deck in the same location and size as the existing rear deck, which was constructed too close to the interior side property line.
  - b. That petitioner demonstrated that the only way he can access the rear of the subject house is through the rear deck due to the elevation of the existing house.

**STANDARDS FOR VARIATIONS:**

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Variation will not:
  - a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that he is replacing the existing rear deck, which was originally constructed too close to the corner side property line and does not impair an adequate supply of light and air to adjacent property.
  - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that he will obtain a building permit for the proposed new rear deck, and that it will be built pursuant to all building codes.
  - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that he is replacing the existing rear deck with a new deck and that the proposed construction will be an added benefit to the surrounding area.
  - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the rear deck is located behind the front wall of the subject home and does not unduly increase traffic congestion in the public streets and highways.
  - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed rear deck will not increase the potential for flood damages to adjacent property.
  - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the proposed rear deck will not incur additional expense for flood protection, rescue, or relief.
  - g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the proposed rear deck will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County and will be an added benefit to the surrounding area.



PETITIONER'S DEVELOPMENT FACT SHEET**GENERAL ZONING CASE INFORMATION****CASE #/PETITIONER ZONING-25-000014 Trauth****ZONING REQUEST** Variation to reduce the interior side setback for a new deck from required 3 feet to approximately 2 feet, to replace an existing deck with a new deck in the same location.**OWNER** EDWARD J & CHERYL TRAUTH, 1007 PLANK ROAD, NAPERVILLE, IL 60563**ADDRESS/LOCATION** 1007 PLANK ROAD, NAPERVILLE, IL 60563**PIN** 08-18-206-007**TWSP./CTY. BD. DIST.** Lisle District 5**ZONING/LUP** R-4 SF RES 0-5 DU AC**AREA** 0.27 ACRES (11,761 SQ. FT.)**UTILITIES WELL/SEWER****PUBLICATION DATE** Daily Herald: APRIL 15, 2025**PUBLIC HEARING** WEDNESDAY, APRIL 30, 2025**ADDITIONAL INFORMATION:**

Building: No Objections.

DUDOT: *No Comments Received.*Health: *No Comments Received.*

Stormwater: No Objections.

Public Works: "DPC Public Works doesn't own any sewer or water mains in the area."

**EXTERNAL:**City of Naperville: *No Comments Received.*Village of Lisle: *No Comments Received.*Lisle Township: *No Comments Received.*Township Highway: *No Comments Received.*Naperville Fire Dist.: *No Comments Received.*Sch. Dist. 203: *No Comments Received.*

Forest Preserve: "Forest Preserve District staff have reviewed the information provided and do not have any comments."

**GENERAL BULK REQUIREMENTS:****REQUIREMENTS: REQUIRED EXISTING PROPOSED**

Rear Yard: 3 FT APPROX. 2 FT APPROX. 2 FT

**LAND USE:****Location Zoning Existing Use LUP**

Subject R-4 SF RES HOUSE 0-5 DU AC

North R-4 SF RES HOUSE 0-5 DU AC

South PLANK ROAD AND BEYOND CITY OF NAPERVILLE VACANT 0-5 DU AC

East R-4 SF RES VACANT 0-5 DU AC

West UNIMPROVED ROW AND BEYOND R-4 SF RES HOUSE 0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on May 7, 2025, recommends to approve the following zoning relief:

Variation to reduce the interior side setback for a new deck from required 3 feet to approximately 2 feet, to replace an existing deck with a new deck in the same location.

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #**ZONING-25-000014 Trauth** dated April 30, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That petitioner maintains the existing landscaping around the perimeter of the subject property.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**ZHO Recommendation to Approve**

WHEREAS, the County Board Development Committee on May 20, 2025, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to reduce the interior side setback for a new deck from required 3 feet to approximately 2 feet, to replace an existing deck with a new deck in the same location.

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #**ZONING-25-000014 Trauth** dated April 30, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That petitioner maintains the existing landscaping around the perimeter of the subject property.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent**

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Variation to reduce the interior side setback for a new deck from required 3 feet to approximately 2 feet, to replace an existing deck with a new deck in the same location, on the property hereinafter described:

PART OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SECTION 18; THENCE SOUTH 0 DEGREES 34 MINUTES EAST ON THE SECTION LINE 260.7 FEET TO AN IRON PIPE STAKE IN THE CENTER OF OLD PLANK ROAD; THENCE SOUTHWESTERLY IN THE CENTER OF OLD PLANK ROAD 565.7 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHWESTERLY IN THE CENTER OF OLD PLANK ROAD 203.7 FEET TO AN IRON PIPE STAKE; THENCE NORTHEASTERLY 222.0 FEET TO A POINT 117.5 FEET EAST OF THE WESTERLY LINE OF THE WILLIAM A. SCHULTZ FARM; THENCE EAST 118 FEET TO AN IRON PIPE STAKE; THENCE SOUTHERLY 70.2 FEET TO A PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; and

**The Zoning Relief is subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #**ZONING-25-000014 Trauth** dated April 30, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That petitioner maintains the existing landscaping around the perimeter of the subject property.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; EDWARD J & CHERYL TRAUTH, 1007 PLANK ROAD, NAPERVILLE, IL 60563; and Township Assessor, Lisle Township, 4721 Indiana Avenue, Lisle, IL 60532

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Andrew Honig

<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

12.E. [DC-O-0021-25](#)

ZONING-25-000019 – ORDINANCE – Saiz: To approve the following zoning relief: Variation to reduce the corner side yard setback for a new house on existing foundation from required 20 feet to approximately 10 feet. (Lisle/District 2)

ZHO Recommendation to Approve

Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on May 14, 2025 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Variation to reduce the corner side yard setback for a new house on existing foundation from required 20 feet to approximately 10 feet, on the property hereinafter described:

LOT 12 IN BLOCK 9 IN DOWNERS GROVE GARDENS, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10 AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on May 14, 2025 does find as follows:

**FINDINGS OF FACT:**

- A. That petitioner testified that the home on the property suffered substantial fire damage and the Building Department has determined that the restoration of the home is considered a “new build.” As such, in order for zoning to approve the permit application as a new building, the building must meet all current zoning bulk requirements.
- B. That petitioner testified that the existing foundation on the existing house is located 10 feet from the corner side property line and within the corner side yard setback where the Zoning Code requires the setback be 20 feet.
- C. That petitioner testified that the subject zoning relief is for a variation to reduce the corner side setback from the required 20 feet to approximately 10 feet to allow petitioner to continue on with the restoration of the fire damaged homes as a new build per the Building Code.

**STANDARDS FOR VARIATIONS:**

1. That the Zoning Hearing Officer finds that that petitioner has demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Variation will not:
  - a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the development is technically a "new build" but in actuality is the fire restoration of an existing home that has been located approximately 10 feet from the corner side property line for approximately 70 years, in which the home was originally constructed within the required 20 foot corner side setback and does not impair an adequate supply of light and air to adjacent property.
  - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that he will obtain a building permit for the proposed fire restoration, and that the restoration will be pursuant to all building codes.
  - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the zoning relief will enable him to continue fire restoration on an existing home that has been located approximately 10 feet from the corner side property line for approximately 70 years, which was originally constructed within the required 20 foot corner side setback
  - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the fire restoration is for the interior of the existing building where the building has existed for approximately 70 years in the same location as proposed in the current development and does not unduly increase traffic congestion in the public streets and highways.
  - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed fire restoration will not increase the potential for flood damages to adjacent property as the development does not extend the existing footprint of the fire damaged home.
  - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the proposed fire restoration will not incur additional expense for flood protection, rescue, or relief as the development does not extend the existing footprint of the fire damaged home and will be restored to all other count codes.
  - g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the proposed fire restoration of the home will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County and will be an added benefit to the surrounding area and will permit the owner to complete the fire damaged building which is currently unfinished and open to the elements and in disrepair.

**PETITIONER'S DEVELOPMENT FACT SHEET**  
**GENERAL ZONING CASE INFORMATION**

**CASE #/PETITIONER ZONING-25-000019 Saiz**

**ZONING REQUEST** Variation to reduce the corner side yard setback for a new house on existing foundation from required 20 feet to approximately 10 feet.

**OWNER** NICHOLAS & KELLI SAIZ, 2200 59TH STREET, DOWNERS GROVE, IL 60516-1168/AGENT: RYAN RIGGS, LEO EXTERIOR RESTORATION, 18 S LINCOLNWAY STREET, NORTH AURORA, IL 60542

**ADDRESS/LOCATION** 2200 59TH STREET, DOWNERS GROVE, IL 60516-1168

**PIN** 08-13-212-026

**TWSP./CTY. BD. DIST.** LISLE DISTRICT 2

**ZONING/LUP** R-4 SF DIST 0-5 DU AC

**AREA** 0.34 ACRES (14,810 SQ. FT.)

**UTILITIES** WATER/SEPTIC

**PUBLICATION DATE** Daily Herald: April 29, 2025

**PUBLIC HEARING** WEDNESDAY, MAY 14, 2025

**ADDITIONAL INFORMATION:**

Building: No Objection.

DUDOT: Our office has no jurisdiction.

Health: *No Comments Received.*

Stormwater: Our office has no jurisdiction.

Public Works: "DPC Public Works doesn't own any sewer or water mains in the area."

**EXTERNAL:**

Village of Downers Grove: Objects. (See attached documentation)

Village of Woodridge: *No Comments Received.*

Village of Lisle: Our office has no jurisdiction in this matter. "The subject property is outside of the Village of Lisle's boundary agreement."

Lisle Township: *No Comments Received.*

Township Highway: No Objection.

Darien-Woodridge Fire Dist.: *No Comments Received.*

Sch. Dist. 58: *No Comments Received.*

Sch. Dist. 99: *No Comments Received.*

Forest Preserve: *No Comments Received.*

**GENERAL BULK REQUIREMENTS:**

**REQUIREMENTS: REQUIRED EXISTING PROPOSED**

Corner Yard: 20 FT APPROX. 10 FT APPROX 10 FT

**LAND USE:**

**Location Zoning Existing Use LUP**

Subject R-4 SF RES HOUSE 0-5 DU AC

North R-4 SF RES HOUSE 0-5 DU AC

South 59TH STREET AND BEYOND R-4 SF RES HOUSE 0-5 DU AC

East PERSHING AVENUE AND BEYOND R-4 SF RES HOUSE 0-5 DU AC

West R-4 SF RES HOUSE 0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on May 14, 2025, recommends to approve the following

zoning relief:

Variation to reduce the corner side yard setback for a new house on existing foundation from required 20 feet to approximately 10 feet.

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **ZONING-25-000019 Saiz** dated May 14, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**ZHO Recommendation to Approve**

WHEREAS, the County Board Development Committee on May 20, 2025, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to reduce the corner side yard setback for a new house on existing foundation from required 20 feet to approximately 10 feet.

**Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **ZONING-25-000019 Saiz** dated May 14, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**Development Committee VOTE (Motion to Approve): 5 Ayes, 0 Nays, 1 Absent**

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Variation to reduce the corner side yard setback for a new house on existing foundation from required 20 feet to approximately 10 feet, on the property hereinafter described:

LOT 12 IN BLOCK 9 IN DOWNERS GROVE GARDENS, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 10 AND SECTION 18, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1924 AS DOCUMENT 177390, IN DUPAGE COUNTY, ILLINOIS; and

**The Zoning Relief is subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition **ZONING-25-000019 Saiz** dated May 14, 2025.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; NICHOLAS & KELLI SAIZ, 2200 59TH STREET, DOWNERS GROVE, IL 60516-1168/AGENT: RYAN RIGGS, LEO EXTERIOR RESTORATION, 18 S LINCOLNWAY STREET, NORTH AURORA, IL 60542; and Township Assessor, Lisle Township, 4721 Indiana Avenue, Lisle, IL 60532

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Saba Haider
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

**13. ECONOMIC DEVELOPMENT - YOO**

Committee Update

**14. ENVIRONMENTAL - RUTLEDGE**

Committee Update

**15. HUMAN SERVICES - SCHWARZE**

Committee Update

**15.A. [25-1330](#)**

HS-P-0040A-24 - Amendment to Resolution HS-P-0040-24, issued to Healthy Air Heating & Air, Inc., for Weatherization Services, to provide mechanical (HVAC) and architectural weatherization labor and materials, to increase encumbrance in the amount of \$50,000, resulting in an amended contract total not to exceed \$916,434. an increase of 5.77%. Grant funded. (Community Services)



WHEREAS, HS-P-0040-24, was approved by the County Board October 22, 2024; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 7431-0001 SERV, issued to Healthy Air Heating & Air, Inc., to provide mechanical (HVAC) and architectural weatherization labor and materials, to the Weatherization Department, to increase the contract by \$50,000, resulting in an amended contract total of \$916,434, an increase of 5.77%.

NOW, THEREFORE, BE IT RESOLVED that the County Board adopt the Change Order Notice to County Contract 7431-0001 SERV, issued to Healthy Air Heating & Air, Inc., to provide mechanical (HVAC) and architectural weatherization labor and materials, to the Weatherization Department, to increase the contract by \$50,000, resulting in an amended contract total of \$916,434, an increase of 5.77%.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	Sadia Covert
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

15.B. [HS-P-0023-25](#)

Recommendation for the approval of a contract purchase order to Keurig Dr. Pepper/The American Bottling Company, for beverages and fountain drinks, for the DuPage Care Center and Cafes on County Campus, for the period July 30, 2025 through July 29, 2026, for a contract total not to exceed \$30,600; under bid renewal #22-056-DCC, third and final optional renewal.

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Keurig Dr. Pepper/The American Bottling Company, to provide beverages and fountain drinks, for the period of July 30, 2025 through July 29, 2026, for the DuPage Care Center and Café's on County Campus.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide beverages and fountain drinks, for the period of July 30, 2025 through July 29, 2026 for the DuPage Care Center and Café's on County Campus under bid renewal #22-056-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Keurig Dr. Pepper/The American Bottling Company, 400 North Wolf Road, Suite A, Northlake, Illinois 60164, for a contract total amount of \$30,600.00.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Greg Schwarze
<b>SECONDER:</b>	Paula Garcia
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

## 16. JUDICIAL AND PUBLIC SAFETY - EVANS

### Committee Update

#### 16.A. [JPS-R-0006-25](#)

Resolution approving funds to administer the Seniors' Drive-Thru Meal Pilot Program, in the amount of \$142,000. (Sheriff's Office)

WHEREAS, older adults in DuPage County are experiencing increased food insecurity and hunger; and

WHEREAS, the DuPage County Board seeks to address this increased demand for food with a Seniors' Drive-Thru Meal Pilot Program ("Pilot Program"); and

WHEREAS, the DuPage County Board and the DuPage County Sheriff's Office shall administer said Pilot Program for a 24-month period with one event per month; and

WHEREAS, monthly events will be held at the DuPage County Wheaton campus; and

WHEREAS, said Pilot Program is the continuation of a drive-thru meal program that was previously administered by a nonprofit entity but has since discontinued; and

WHEREAS, the DuPage County Board and the DuPage County Sheriff's Office shall competitively bid the cost of the meals to ensure the best pricing; and

WHEREAS, the DuPage County Sheriff's Office shall work with the Community Services Department on a means test for eligibility of recipients; and

WHEREAS, the cost of the 24-month Pilot Program is an amount not to exceed \$142,000, which shall be executed through a one-time transfer of funds from the American Rescue Plan Act Fund to the General Fund for this Pilot Program.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board approves the use of ARPA interest funds for the administration of the Seniors' Drive-Thru Meal Pilot Program; and

BE IT FURTHER RESOLVED, that the DuPage County Board hereby directs the DuPage County Sheriff's Office to administer the Pilot Program for underserved older adults who reside in DuPage County.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lucy Evans
<b>SECONDER:</b>	Paula Garcia

<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

**17. LEGISLATIVE - DESART**

Committee Update

**18. PUBLIC WORKS - CHILDRESS**

Committee Update

**18.A. [PW-R-0004-25](#)**

Recommendation for the approval of an agreement between the County of DuPage, Illinois and Corrosion Illinois Network, LLC for funding engineering inspection services for water system planning, for Public works, for the period of May 27, 2025, to May 26, 2034.

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to operate, maintain and keep in repair a waterworks and sewerage system and to enter into agreements for said purposes, pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001 *et. seq.*; and

WHEREAS, the Corrosion Illinois Network, LLC (hereinafter “CIN”) is a nonprofit concierge service meeting the needs of community drinking water and wastewater system owners and operators that represents a primary resource for water infrastructure stakeholders in Illinois, while focusing on educational programs, technical assistance, financing services, and training opportunities in corrosion prevention and mitigation; and

WHEREAS, CIN has created a certification program for contractors who perform corrosion prevention and mitigation work, where contractors achieve CIN certification based on their ability and willingness to adhere to industry standards and best practices, and in addition, are required to follow all applicable state and local laws and regulations and must be affiliated with a federally accredited vocational school that offers industrial coatings training and certifications; and

WHEREAS, CIN’s Asset Protection Program offers technical assistance and funding to Illinois water systems for the creation of a ten-year Asset Protection Plan, which includes funding the inspection and evaluation of all water supply and wastewater treatment assets by a licensed, experienced engineering firm and the development of plans for maintenance, repair, or replacement as necessary; and

WHEREAS the COUNTY requires and expects to retain professional engineering inspection services to evaluate, maintain, and repair its water and sewerage systems; and,

WHEREAS, pursuant to the attached Community Water Supply Asset Protection Program Agreement (hereinafter “AGREEMENT”), CIN will create a ten-year Asset Protection Plan to assist the COUNTY in planning, financing, and otherwise preparing for current and future asset protection work and, during the life of Asset Protection Plan, the COUNTY will agree to utilize only CIN certified contractors to inspect its water and sewerage systems, with the costs of said inspections to be paid by CIN; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached Community Water Supply Asset Protection Program AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Corrosion Illinois Network, LLC is hereby accepted and approved for a period not to exceed ten (10) years or to the extent permitted by Illinois law, and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of the Resolution to Corrosion Illinois Network, LLC, 114 Country Lake Drive, Pekin, Illinois, 61554, and to the DuPage County Public Works Department.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Saba Haider
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

18.B. [PW-P-0013-25](#)

Recommendation for the approval of a contract to United Door and Dock, LLC, for four Slide Gates for the Woodridge Greene Valley Wastewater Treatment Plant, for Public Works, for the period of May 27, 2025 to May 26, 2026, for a total contract amount not to exceed \$53,253, per lowest responsible bid #25-058-PW.

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to United Door and Dock, LLC, to provide four Slide Gates

for the Woodridge Greene Valley Wastewater Treatment Plant, for the period of May 27, 2025 through May 26, 2026, for Public Works

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide four Slide Gates for the Woodridge Greene Valley Wastewater Treatment Plant, for the period of May 27, 2025 through May 26, 2026 for Public Works per bid # 25-058-PW, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to United Door and Dock, LLC, 380 Windy Point Drive, Glendale Heights, Illinois 60139, for a contract total amount of \$53,253.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Sadia Covert
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

18.C. [FM-P-0025-25](#)

Recommendation for the approval of a contract to Altorfer Industries Inc., to furnish and deliver one (1) Caterpillar Compact Track Loader with accessories, for Facilities Management-Grounds, for the period May 28, 2025 through November 30, 2025, for a total contract amount not to exceed \$96,760.00. Contract let pursuant to the Intergovernmental Cooperation Act (Sourcewell Grounds Maintenance Cooperative Contract #011723; Altorfer Quote #129940-01)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Sadia Covert
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

18.D. [FM-P-0026-25](#)

Recommendation for the approval of a contract to Allied Valve, Inc., to test, repair, and re-certify safety relief valves for boilers at the Power Plant, for Facilities Management, for the period of May 28, 2025 through May 27, 2028, for a total contract amount not to exceed \$70,640, per lowest responsible bid #25-054-FM.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress

<b>SECONDER:</b>	Saba Haider
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

**19. STORMWATER - ZAY**

Committee Update

**20. TECHNOLOGY - COVERT**

Committee Update

**20.A. [TE-P-0007-25](#)**

Recommendation for the approval of a contract purchase order to Telcom Innovations Group, LLC, for the annual maintenance of the County phone system, for Information Technology, for the period of August 7, 2025 through August 6, 2026, for a contract total amount of \$88,754.50, pursuant to the Intergovernmental Cooperation Act (Sourcewell contract #120122-MBS).

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for annual maintenance of the County phone system; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell contract #120122-MBS, the County of DuPage will contract with Telcom Innovations Group, LLC; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Telcom Innovations Group, LLC, for annual maintenance of the County phone system, for the period of August 7, 2025 through August 6, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for annual maintenance of the County phone system, for the period of August 7, 2025 through August 6, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Telcom Innovations Group, LLC, 125 N. Prospect Avenue, Itasca, IL 60143, for a contract total amount not to exceed \$88,754.50, pursuant to the Sourcewell contract #120122-MBS.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sadia Covert

<b>SECONDER:</b>	Yeena Yoo
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

## 21. TRANSPORTATION - OZOG

### Committee Update

#### 21.A. [DT-R-0011-25](#)

Resolution to update project section numbers for various projects to meet the Illinois Department of Transportation's requirements for using Rebuild Illinois (RBI) funding.

WHEREAS, the DuPage County Board heretofore approved various construction contracts for roadway improvement projects that are to be funded using Rebuild Illinois (RBI) bond funds from the Illinois Department of Transportation; and

WHEREAS, the Illinois Department of Transportation has recently advised the DuPage County Division of Transportation ("County") that eligible projects are designated by specific section number codes, which were not previously in use by the Division of Transportation; and

WHEREAS, in order to satisfy the funding requirements for the RBI funds, it is necessary for the County to update the project names and section numbers to meet these requirements; and

WHEREAS, these projects have been awarded, with contracts signed and preliminary paperwork already processed under the old section numbers, and there is a need to ensure proper tracking of old and new section numbers through the construction process and contract closeout, including any potential audits.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board, that the Section Number for the affected projects shall be updated as follows:

2025 Pavement Maintenance North, which has an original Section No.

25-PVMTC-24-GM shall also be designated as 2025 Roadway Resurfacing Program North, Section No. 25-99003-00-RS;

2025 Pavement Maintenance South, which has an original Section No.

25-PVMTC-25-GM shall also be designated as 2025 Roadway Resurfacing Program South, Section No. 25-99004-00-RS;

2024 Pavement Maintenance North, which has an original Section No.

24-PVMTC-22-GM shall also be designated as 2024 Roadway Resurfacing Program North, Section No. 24-99001-00-RS;

2024 Pavement Maintenance South, which has an original Section No.

24-PVMTC-23-GM shall also be designated as 2024 Roadway Resurfacing Program South, Section No. 24-99002-00-RS;

Willowbrook Corners Pedestrian & Mobility Enhancements, which has an

original Section No. 24-WCCPM-01-SW shall also be designated as Hinsdale

Lake Terrace Pedestrian & Mobility Enhancements, Section No.

24-09100-00-SW;



Lisle Township Road Maintenance Program, which has an original Section No. 25-04000-01-GM shall also be designated as Lisle Township Road Resurfacing Program Section No. 25-04115-00-RS; and

BE IT FURTHER RESOLVED, that the DuPage County Board finds it appropriate to grant the County Engineer, or his designee, the authority to execute any documents required to effectuate the updated project names and section numbers with the State of Illinois and within the County's record keeping systems; and

BE IT FURTHER RESOLVED, the DuPage County Board finds it appropriate to grant the County Engineer, or his designee, the authority to change, update, or otherwise modify section numbers for any transportation projects for administrative purposes only, at any time after a contract or professional services agreement has been approved by the County Board; and

BE IT FURTHER RESOLVED, the DuPage County Board finds the authority granted herein only pertains to an administrative change of the section number and does not affect the location, duration or cost of said projects.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Paula Garcia
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

21.B. [DT-R-0012-25](#)

Intergovernmental Agreement between the County of DuPage and Village of Woodridge for the reconstruction of North Frontage Road, Woodridge Drive to the CH33/75th Street right-of-way, Section 25-00233-10-CH. No County cost.

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Village of Woodridge (hereinafter referred to as VILLAGE) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/5-1-1 *et seq.*) are authorized to enter into agreements and contracts; and



WHEREAS, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic and to ensure the safety of the public desire to establish the parties' mutual PROJECT, cost and future maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety of the public, desires to reconstruct the North and South Frontage Roads along CH33/75TH Street between Westview Lane and Janes Avenue within the Village of Woodridge (hereinafter referred to as "PROJECT").

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the VILLAGE has requested to extend reconstruction of North Frontage Road from CH 33/75th Street County right-of-way to Woodridge Avenue (hereinafter referred to as the "WORK"), as depicted in "EXHIBIT A", attached hereto, as part of the PROJECT; and

WHEREAS, the COUNTY is willing to incorporate the WORK into the plans for the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the PARTIES' cost and maintenance responsibilities with respect to the WORK; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act.

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines PROJECT, cost and future maintenance responsibilities related to the PROJECT; and

WHEREAS, said Intergovernmental Agreement must be executed before the PROJECT may be initiated.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement with the between the COUNTY OF DUPAGE and the VILLAGE; and

BE IT FURTHER RESOLVED by the DuPage County Board, that the Director of Transportation or his designee, is hereby authorized to accept and execute any documents necessary and pertinent to the PROJECT; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of

Transportation.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

21.C. [DT-P-0033-25](#)

Recommendation for the approval of a contract purchase order to Sutton Ford, Inc., to furnish and deliver one (1) 2025 Ford F-350 Crew Cab, for the Division of Transportation Fleet Department, for a contract total not to exceed \$79,551.40. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Suburban Purchasing Cooperative Contract #225).

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly 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) contract #225, a governmental unit as defined by the Governmental Joint Purchasing Act, has let a contract for the purchase of one (1) 2025 Ford F-350 Crew Cab through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Sutton Ford, Inc., to furnish and deliver one (1) 2025 Ford F-350 Crew Cab for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) 2025 Ford F-350 Crew Cab for the Division of Transportation is hereby approved for issuance to Sutton Ford, Inc., 21315 Central Avenue, Matteson, Illinois 60443, for a contract total not to exceed \$79,551.40.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

21.D. [DT-P-0034-25](#)

Recommendation for the approval of a contract purchase order to Sutton Ford, Inc., to furnish and deliver two (2) Ford F-350 Crew Cabs, for the Division of Transportation, for the period May 27, 2025 through May 26, 2026, for a contract total not to exceed \$149,272.80. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Suburban Purchasing Cooperative Contract # 225).

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly 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) #225, a governmental unit as defined by the Governmental Joint Purchasing Act, has let a contract for the purchase of Two (2) Ford F-350 Crew Cabs through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Sutton Ford, Inc., to furnish and deliver two (2) Ford F-350 Crew Cabs for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver two (2) Ford F-350 Crew Cabs for the Division of Transportation is hereby approved for issuance to Sutton Ford, Inc., 21315 Central Avenue, Matteson, Illinois 60443, for a contract total not to exceed \$149,272.80.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Saba Haider
<b>AYES:</b>	Childress, Covert, DeSart, Eckhoff, Evans, Garcia, Haider, Honig, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
<b>ABSENT:</b>	Cronin Cahill, and Galassi

## 22. OLD BUSINESS

**The following members made comment:**

Garcia: Sheriff's Office lawsuit

Rutledge: Elections

Honig: Sheriff's Office lawsuit

## 23. NEW BUSINESS

**The following members made comment:**

Ozog: Chief Deputy Clerk

Conroy: Chief Deputy Clerk

Covert: Committee meeting absence

## 24. EXECUTIVE SESSION

There was no Executive Session.

24.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters

24.B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Litigation

**25. MEETING ADJOURNED**

With no further business, the meeting was adjourned at 11:12 AM.

25.A. This meeting is adjourned to Tuesday, June 10, 2025, at 10:00 a.m.



## Payment of Claims

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-1388

**Agenda Date:** 6/10/2025

**Agenda #:** 8.B.

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# Bank Account Payment History

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AP255 Date: 05/23/25  
Time: 11:19

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 1

Pay Group: 1000  
Cash Code: 1414      Class C Accounts Payable  
Payment Date: 052325 - 052325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1  
Time 11:20 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535332	Payment Date	05/23/25	Vendor	11557	ABBATACOLA, ROBERT	Status	Issued
11557 051425 052025				IX 100	05/21/25	600.00	0.00	600.00
				***	Payment Total	600.00	0.00	600.00
Payment Number	535333	Payment Date	05/23/25	Vendor	12306	ADVANCE TRANSLATIONS, INC	Status	Issued
12306 3223				IX 100	05/20/25	2,470.00	0.00	2,470.00
12306 3224				IX 100	05/20/25	130.00	0.00	130.00
				***	Payment Total	2,600.00	0.00	2,600.00
Payment Number	535334	Payment Date	05/23/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753 13KR-N7WP-3M7C				IX 100	06/13/25	103.10	0.00	103.10
26753 16PR-L7NW-G1YM				IX 100	06/18/25	397.16	0.00	397.16
26753 1LX3-KRVT-LHYR				IX 100	06/18/25	260.66	0.00	260.66
26753 1QHW-Q1RV-X69F				IX 100	06/04/25	17.99	0.00	17.99
				***	Payment Total	778.91	0.00	778.91
Payment Number	535335	Payment Date	05/23/25	Vendor	12405	AMBER MECHANICAL CONTRACTORS	Status	Issued
12405 J003979				IX 100	05/22/25	2,000.00	0.00	2,000.00
				***	Payment Total	2,000.00	0.00	2,000.00
Payment Number	535336	Payment Date	05/23/25	Vendor	22420	BARNES, KRISTIN	Status	Issued
22420 5072025				IX 100	06/06/25	854.50	0.00	854.50
				***	Payment Total	854.50	0.00	854.50
Payment Number	535337	Payment Date	05/23/25	Vendor	19717	DPCO STATE'S ATTY INVEST ACCT	Status	Issued
19717 CK6618				IX 100	06/08/25	25.00	0.00	25.00
19717 CK6623				IX 100	06/13/25	25.00	0.00	25.00
19717 CK6624				IX 100	06/13/25	5.00	0.00	5.00
19717 CK6625				IX 100	06/13/25	20.00	0.00	20.00
				***	Payment Total	75.00	0.00	75.00
Payment Number	535338	Payment Date	05/23/25	Vendor	11067	FOX VALLEY FIRE & SAFETY	Status	Issued
11067 IN00767145				IX 100	05/29/25	250.00	0.00	250.00
11067 IN00767148				IX 100	05/29/25	600.00	0.00	600.00
11067 IN00767154				IX 100	05/29/25	500.00	0.00	500.00
11067 IN00767166				IX 100	05/29/25	250.00	0.00	250.00
11067 IN00767197				IX 100	05/29/25	250.00	0.00	250.00
11067 IN00767219				IX 100	05/29/25	250.00	0.00	250.00
11067 IN00767230				IX 100	05/29/25	250.00	0.00	250.00
				***	Payment Total	2,350.00	0.00	2,350.00
Payment Number	535339	Payment Date	05/23/25	Vendor	20497	GARDNER, JORI L	Status	Issued
20497 16-1				IX 100	06/18/25	88.00	0.00	88.00
				***	Payment Total	88.00	0.00	88.00
Payment Number	535340	Payment Date	05/23/25	Vendor	10124	GRAYBAR	Status	Issued
10124 9341945764				IX 100	06/05/25	3,837.40	0.00	3,837.40
				***	Payment Total	3,837.40	0.00	3,837.40

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2  
Time 11:20 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535341	Payment Date	05/23/25	Vendor	10705	HEY & ASSOCIATES INC	Status	Issued
10705	24-0020-19993			IX 100	06/08/25	1,463.00	0.00	1,463.00
				***	Payment Total	1,463.00	0.00	1,463.00
Payment Number	535342	Payment Date	05/23/25	Vendor	13553	INFOR (US) INC	Status	Issued
13553	21142973-US0AB			IX 100	06/07/25	6,391.80	0.00	6,391.80
				***	Payment Total	6,391.80	0.00	6,391.80
Payment Number	535343	Payment Date	05/23/25	Vendor	45849	JOSIC, STJEPAN	Status	Issued
45849	051425 052025			IX 100	05/21/25	200.00	0.00	200.00
				***	Payment Total	200.00	0.00	200.00
Payment Number	535344	Payment Date	05/23/25	Vendor	10141	PRCO	Status	Issued
10141	X113167			IX 100	06/12/25	320.00	0.00	320.00
10141	X113168			IX 100	06/12/25	315.00	0.00	315.00
				***	Payment Total	635.00	0.00	635.00
Payment Number	535345	Payment Date	05/23/25	Vendor	38035	PRINTING SUPPLIES USA	Status	Issued
38035	31291			IX 100	06/13/25	180.00	0.00	180.00
				***	Payment Total	180.00	0.00	180.00
Payment Number	535346	Payment Date	05/23/25	Vendor	44136	ALLIED CONTINENTAL HOLDINGS,	Status	Issued
44136	291145			IX 100	09/03/24	35.00	0.00	35.00
				***	Payment Total	35.00	0.00	35.00
Payment Number	535347	Payment Date	05/23/25	Vendor	13392	SENTINEL OFFENDER SERVICES LLC	Status	Issued
13392	207734			IX 100	05/30/25	6,252.45	0.00	6,252.45
				***	Payment Total	6,252.45	0.00	6,252.45
Payment Number	535348	Payment Date	05/23/25	Vendor	12313	SULLIVAN, ANTHONY	Status	Issued
12313	051425 052025			IX 100	05/21/25	340.00	0.00	340.00
				***	Payment Total	340.00	0.00	340.00
Payment Number	535349	Payment Date	05/23/25	Vendor	11753	TITAN IMAGE GROUP INC	Status	Issued
11753	62945			IX 100	06/17/25	1,127.00	0.00	1,127.00
				***	Payment Total	1,127.00	0.00	1,127.00
Payment Number	535350	Payment Date	05/23/25	Vendor	44522	TOSHIBA AMERICA BUSINESS	Status	Issued
44522	6552936			IX 100	06/01/25	67.91	0.00	67.91
44522	6552952			IX 100	06/01/25	110.14	0.00	110.14
44522	6552967			IX 100	06/01/25	1,761.53	0.00	1,761.53
44522	6552975			IX 100	06/01/25	229.10	0.00	229.10
44522	6552980			IX 100	06/01/25	220.10	0.00	220.10
44522	6552982			IX 100	06/01/25	1,489.23	0.00	1,489.23
44522	6553014			IX 100	06/01/25	2,812.02	0.00	2,812.02
44522	6553017			IX 100	06/01/25	898.08	0.00	898.08
				***	Payment Total	7,588.11	0.00	7,588.11
Payment Number	535351	Payment Date	05/23/25	Vendor	10544	TRADEMARK PRODUCTS INC	Status	Issued



# Bank Account Payment History

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Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535351	Payment Date	05/23/25	Vendor	10544	TRADEMARK PRODUCTS INC	Status	Issued
10544 853300				IX 100	06/05/25	22.80	0.00	22.80
				***	Payment Total	22.80	0.00	22.80
				***	Payment Code ACH Total	37,418.97	0.00	37,418.97
					Payment Count	20		

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Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212109	Payment Date	05/23/25	Vendor	12241	A & P GREASE TRAPPERS INC	Status	Issued
12241	265803			IX	100 06/07/25	1,125.00	0.00	1,125.00
				***	Payment Total	1,125.00	0.00	1,125.00
Payment Number	1212110	Payment Date	05/23/25	Vendor	10674	AIRGAS USA	Status	Issued
10674	5515761789			IX	100 05/30/25	112.65	0.00	112.65
				***	Payment Total	112.65	0.00	112.65
Payment Number	1212111	Payment Date	05/23/25	Vendor	10671	ALPHAGRAPHS	Status	Issued
10671	183025			IX	100 05/29/25	19.75	0.00	19.75
				***	Payment Total	19.75	0.00	19.75
Payment Number	1212112	Payment Date	05/23/25	Vendor	11990	ANDERSON INSURANCE BROKERS INC	Status	Issued
11990	FSS-1000-1750-25-2500			IX	100 06/18/25	536.00	0.00	536.00
				***	Payment Total	536.00	0.00	536.00
Payment Number	1212113	Payment Date	05/23/25	Vendor	10009	AT&T MOBILITY	Status	Issued
10009	287034391276X05082025			IX	100 05/30/25	4,949.10	0.00	4,949.10
10009	287303454712X05082025			IX	100 05/30/25	336.51	0.00	336.51
10009	287303454774X02082025 -999			IX	100 03/02/25	7,557.25-	0.00	7,557.25-
10009	287303454774X02082025A				100 03/02/25	7,557.25	0.00	7,557.25
10009	287303454774X04082025			IX	100 04/30/25	3,834.25	0.00	3,834.25
10009	287352263653X05082025			IX	100 05/30/25	49.85	0.00	49.85
10009	287352264097X05082025			IX	100 05/30/25	199.40	0.00	199.40
10009	287352264681X05082025			IX	100 05/30/25	99.70	0.00	99.70
10009	287352264732X04082025			IX	100 04/30/25	91.66	0.00	91.66
10009	287352264732X05082025			IX	100 05/30/25	167.82	0.00	167.82
10009	287352264996X05082025			IX	100 05/30/25	388.67	0.00	388.67
10009	287352291905X05082025			IX	100 05/23/25	818.75	0.00	818.75
				***	Payment Total	10,935.71	0.00	10,935.71
Payment Number	1212114	Payment Date	05/23/25	Vendor	11059	AUGUSTINO'S ROCK AND ROLL DELI	Status	Issued
11059	051525 003			IX	100 06/14/25	683.57	0.00	683.57
				***	Payment Total	683.57	0.00	683.57
Payment Number	1212115	Payment Date	05/23/25	Vendor	29579	AUSTIN, SUZANNE	Status	Issued
29579	2025DV1007 02142025			IX	100 05/21/25	16.00	0.00	16.00
29579	SAGJ042925			IX	100 05/16/25	575.00	0.00	575.00
				***	Payment Total	591.00	0.00	591.00
Payment Number	1212116	Payment Date	05/23/25	Vendor	46188	BEACH, STEPHEN	Status	Issued
46188	MIL20250414			IX	100 05/19/25	30.24	0.00	30.24
				***	Payment Total	30.24	0.00	30.24
Payment Number	1212117	Payment Date	05/23/25	Vendor	23707	BERG, JENNIFER	Status	Issued
23707	MIL20250508			IX	100 06/07/25	53.06	0.00	53.06
				***	Payment Total	53.06	0.00	53.06
Payment Number	1212118	Payment Date	05/23/25	Vendor	11624	BUILDERS CHICAGO CORPORATION	Status	Issued

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Pay Group 1000 GENERAL FUND PAY GROUP  
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Payment Code CHK

Payment Date Range 05/23/25 thru 05/23/25  
Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 11624 92955	1212118	Payment Date 05/23/25	Vendor 11624	IX 100 05/30/25		BUILDERS CHICAGO CORPORATION	Status Issued	
				*** Payment Total		486.63	0.00	486.63
Payment Number 27908 2560193	1212119	Payment Date 05/23/25	Vendor 27908	IX 100 04/09/25		C.A. SHORT COMPANY	Status Issued	
				*** Payment Total		175.00	0.00	175.00
Payment Number 24442 FSS-1000-1750-25-2483	1212120	Payment Date 05/23/25	Vendor 24442	IX 100 05/21/25		CAR-X TIRE AND AUTO	Status Issued	
				*** Payment Total		800.00	0.00	800.00
Payment Number 44795 EXP20250520	1212121	Payment Date 05/23/25	Vendor 44795	IX 100 05/22/25		CARRAGHER, FRANK	Status Issued	
				*** Payment Total		227.11	0.00	227.11
Payment Number 10071 2315969	1212122	Payment Date 05/23/25	Vendor 10071	IX 100 07/30/24		CHICAGO DAILY LAW BULLETIN	Status Issued	
10071 2319001			IX 100 08/30/24			126.67	0.00	126.67
10071 2321745			IX 100 09/30/24			200.00	0.00	200.00
10071 2327531			IX 100 11/30/24			200.00	0.00	200.00
10071 2330170			IX 100 12/30/24			200.00	0.00	200.00
10071 2333486			IX 100 01/30/25			252.10	0.00	252.10
			*** Payment Total			1,178.77	0.00	1,178.77
Payment Number 12097 0502218976	1212123	Payment Date 05/23/25	Vendor 12097	IX 100 05/04/25		CIOX HEALTH LLC	Status Issued	
12097 0503399513			IX 100 05/14/25			116.41	0.00	116.41
12097 0504303156			IX 100 05/21/25			98.08	0.00	98.08
12097 0504470058			IX 100 05/22/25			100.57	0.00	100.57
12097 0505963444			IX 100 05/31/25			98.74	0.00	98.74
12097 0506561553			IX 100 06/05/25			94.90	0.00	94.90
			*** Payment Total			111.37	0.00	111.37
Payment Number 12382 241191478	1212124	Payment Date 05/23/25	Vendor 12382	IX 100 06/14/25		COMCAST	Status Issued	
			*** Payment Total			2,200.00	0.00	2,200.00
Payment Number 13982 8771200470648508050725	1212125	Payment Date 05/23/25	Vendor 13982	IX 100 06/06/25		COMCAST BUSINESS SERVICES	Status Issued	
			*** Payment Total			167.40	0.00	167.40
Payment Number 39670 D600638	1212126	Payment Date 05/23/25	Vendor 39670	IX 100 06/01/25		CONCORD TECHNOLOGIES	Status Issued	
			*** Payment Total			863.17	0.00	863.17
Payment Number 12589 50069	1212127	Payment Date 05/23/25	Vendor 12589	IX 100 03/03/25		DFM ASSOCIATES	Status Issued	
						14,891.00	0.00	14,891.00

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Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212127	Payment Date 05/23/25	Vendor 12589	DFM ASSOCIATES	Status Issued			
			*** Payment Total	14,891.00	0.00	14,891.00		
Payment Number	1212128	Payment Date 05/23/25	Vendor 12589	DFM ASSOCIATES	Status Issued			
12589 50248			IX 100 03/31/25	14,891.00	0.00	14,891.00		
			*** Payment Total	14,891.00	0.00	14,891.00		
Payment Number	1212129	Payment Date 05/23/25	Vendor 12589	DFM ASSOCIATES	Status Issued			
12589 50339			IX 100 05/01/25	14,891.00	0.00	14,891.00		
			*** Payment Total	14,891.00	0.00	14,891.00		
Payment Number	1212130	Payment Date 05/23/25	Vendor 18596	DIECKMAN, CRAIG	Status Issued			
18596 TRV20250422			IX 100 05/22/25	739.20	0.00	739.20		
			*** Payment Total	739.20	0.00	739.20		
Payment Number	1212131	Payment Date 05/23/25	Vendor 19875	ELMHURST OCCUPATIONAL HEALTH	Status Issued			
19875 00198317-00			IX 100 03/30/25	164.00	0.00	164.00		
19875 00199718-00			IX 100 04/30/25	164.00	0.00	164.00		
			*** Payment Total	328.00	0.00	328.00		
Payment Number	1212132	Payment Date 05/23/25	Vendor 12904	ENCON SYSTEMS	Status Issued			
12904 479086			IX 100 06/18/25	579.90	0.00	579.90		
			*** Payment Total	579.90	0.00	579.90		
Payment Number	1212133	Payment Date 05/23/25	Vendor 11196	FEDEX	Status Issued			
11196 8-854-10921			IX 100 06/06/25	99.73	0.00	99.73		
			*** Payment Total	99.73	0.00	99.73		
Payment Number	1212134	Payment Date 05/23/25	Vendor 38645	FEHR GRAHAM & ASSOCIATES LLC	Status Issued			
38645 130936			IX 100 05/25/25	656.27	0.00	656.27		
			*** Payment Total	656.27	0.00	656.27		
Payment Number	1212135	Payment Date 05/23/25	Vendor 30498	HEARTLAND BUSINESS SYSTEMS	Status Issued			
30498 791820-H			IX 100 05/31/25	140,160.90	0.00	140,160.90		
			*** Payment Total	140,160.90	0.00	140,160.90		
Payment Number	1212136	Payment Date 05/23/25	Vendor 11833	HERC RENTALS INC	Status Issued			
11833 35502134-001			IX 100 06/12/25	740.00	0.00	740.00		
			*** Payment Total	740.00	0.00	740.00		
Payment Number	1212137	Payment Date 05/23/25	Vendor 10255	HOLIDAY INN & SUITES	Status Issued			
10255 30163			IX 100 06/20/25	255.30	0.00	255.30		
			*** Payment Total	255.30	0.00	255.30		
Payment Number	1212138	Payment Date 05/23/25	Vendor 43515	HYNES, JOHN J.	Status Issued			
43515 4			IX 100 05/11/25	1,000.00	0.00	1,000.00		
			*** Payment Total	1,000.00	0.00	1,000.00		
Payment Number	1212139	Payment Date 05/23/25	Vendor 10809	INSIGHT PUBLIC SECTOR INC	Status Issued			

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Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212139	Payment Date	05/23/25	Vendor	10809	INSIGHT PUBLIC SECTOR INC	Status	Issued
10809	1101266315			IX	100 05/17/25	47.98	0.00	47.98
10809	1101269907			IX	100 05/30/25	99,609.08	0.00	99,609.08
				***	Payment Total	99,657.06	0.00	99,657.06
Payment Number	1212140	Payment Date	05/23/25	Vendor	14340	ITSAVVY LLC	Status	Issued
14340	01566488			IX	100 06/06/25	9,396.00	0.00	9,396.00
				***	Payment Total	9,396.00	0.00	9,396.00
Payment Number	1212141	Payment Date	05/23/25	Vendor	10250	JOHNSON CONTROLS	Status	Issued
10250	1-135699493357			IX	100 06/04/25	798.40	0.00	798.40
10250	1-135699493485			IX	100 06/04/25	305.05	0.00	305.05
				***	Payment Total	1,103.45	0.00	1,103.45
Payment Number	1212142	Payment Date	05/23/25	Vendor	12101	KONE CHICAGO	Status	Issued
12101	871676259			IX	100 05/31/25	7,688.90	0.00	7,688.90
12101	871676260			IX	100 05/31/25	12,575.85	0.00	12,575.85
12101	871676261			IX	100 05/31/25	1,069.83	0.00	1,069.83
12101	871676262			IX	100 05/31/25	1,069.83	0.00	1,069.83
12101	871676263			IX	100 05/31/25	4,145.22	0.00	4,145.22
12101	871676264			IX	100 05/31/25	356.61	0.00	356.61
12101	871676265			IX	100 05/31/25	2,496.27	0.00	2,496.27
12101	871676266			IX	100 05/31/25	356.61	0.00	356.61
				***	Payment Total	29,759.12	0.00	29,759.12
Payment Number	1212143	Payment Date	05/23/25	Vendor	10071	LAW BULLETIN MEDIA	Status	Issued
10071	2341409			IX	100 04/30/25	295.00	0.00	295.00
				***	Payment Total	295.00	0.00	295.00
Payment Number	1212144	Payment Date	05/23/25	Vendor	13273	MCGUIREWOODS LLP	Status	Issued
13273	92934325			IX	100 06/12/25	8,000.00	0.00	8,000.00
				***	Payment Total	8,000.00	0.00	8,000.00
Payment Number	1212145	Payment Date	05/23/25	Vendor	10931	MICRODYNAMICS CORPORATION	Status	Issued
10931	109366			IX	100 05/30/25	247,383.04	0.00	247,383.04
				***	Payment Total	247,383.04	0.00	247,383.04
Payment Number	1212146	Payment Date	05/23/25	Vendor	37860	MONTERREY SECURITY	Status	Issued
37860	122902			IX	100 06/02/25	21,414.64	0.00	21,414.64
				***	Payment Total	21,414.64	0.00	21,414.64
Payment Number	1212147	Payment Date	05/23/25	Vendor	39694	NOVISIGN LTD	Status	Issued
39694	T71459			IX	100 06/14/25	2,640.00	0.00	2,640.00
				***	Payment Total	2,640.00	0.00	2,640.00
Payment Number	1212148	Payment Date	05/23/25	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status	Issued
39549	414447932001			IX	100 04/20/25	131.42	0.00	131.42
39549	417267772001			IX	100 06/01/25	11.76	0.00	11.76
39549	418381106001			IX	100 06/01/25	209.66	0.00	209.66

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Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212148	Payment Date 05/23/25	Vendor 39549	ODP BUSINESS SOLUTIONS, LLC	Status Issued				
39549 419592721001		IX 100 05/31/25	35.19	0.00		35.19		
39549 419611413001		IX 100 05/30/25	45.49	0.00		45.49		
39549 424102478001		IX 100 06/13/25	29.20	0.00		29.20		
		*** Payment Total	462.72	0.00		462.72		
Payment Number 1212149	Payment Date 05/23/25	Vendor 29508	OKUNSKAYA, TATIANA	Status Issued				
29508 2025 #59		IX 100 06/18/25	260.86	0.00		260.86		
		*** Payment Total	260.86	0.00		260.86		
Payment Number 1212150	Payment Date 05/23/25	Vendor 12742	PEERLESS NETWORK, INC.	Status Issued				
12742 75468		IX 100 06/14/25	74.80	0.00		74.80		
		*** Payment Total	74.80	0.00		74.80		
Payment Number 1212151	Payment Date 05/23/25	Vendor 20792	PLUS PROFESSIONAL TRANSLATION	Status Issued				
20792 6513		IX 100 06/14/25	840.00	0.00		840.00		
		*** Payment Total	840.00	0.00		840.00		
Payment Number 1212152	Payment Date 05/23/25	Vendor 11145	RAY O'HERRON CO INC	Status Issued				
11145 2411758		IX 100 06/14/25	84.06	0.00		84.06		
		*** Payment Total	84.06	0.00		84.06		
Payment Number 1212153	Payment Date 05/23/25	Vendor 33016	READY MADE STAFFING, INC	Status Issued				
33016 957		IX 100 06/14/25	1,950.00	0.00		1,950.00		
		*** Payment Total	1,950.00	0.00		1,950.00		
Payment Number 1212154	Payment Date 05/23/25	Vendor 29839	THOMPSON, KATHERINE	Status Issued				
29839 EXP20250516		IX 100 05/20/25	13.21	0.00		13.21		
		*** Payment Total	13.21	0.00		13.21		
Payment Number 1212155	Payment Date 05/23/25	Vendor 11201	UNITED STATES POSTAL SERVICE	Status Issued				
11201 34855593 043025 CC		IX 100 05/30/25	2,719.21	0.00		2,719.21		
11201 34855593 043025 ENV		IX 100 05/30/25	40.44	0.00		40.44		
11201 34855593 043025 JC		IX 100 05/30/25	4,786.29	0.00		4,786.29		
11201 34855593 043025 RCDR		IX 100 05/30/25	1,076.84	0.00		1,076.84		
		*** Payment Total	8,622.78	0.00		8,622.78		
Payment Number 1212156	Payment Date 05/23/25	Vendor 10597	VERIZON	Status Issued				
10597 6112353176		IX 100 05/31/25	9.92	0.00		9.92		
		*** Payment Total	9.92	0.00		9.92		
Payment Number 1212157	Payment Date 05/23/25	Vendor 31635	ROSKUSZKA & SONS, INC	Status Issued				
31635 102621		IX 100 06/14/25	693.00	0.00		693.00		
		*** Payment Total	693.00	0.00		693.00		
Payment Number 1212158	Payment Date 05/23/25	Vendor 10068	WAREHOUSE DIRECT, INC.	Status Issued				
10068 5926198-0		IX 100 06/11/25	84.35	0.00		84.35		
		*** Payment Total	84.35	0.00		84.35		

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 9  
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Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212159	Payment Date	05/23/25	Vendor	45861	MIRIAM DE TELLEZ, ZADILIA	Status	Issued
45861	250073			IX	100 06/18/25	600.00	0.00	600.00
				***	Payment Total	600.00	0.00	600.00
Payment Number	1212160	Payment Date	05/23/25	Vendor	30080	WOHLMUTH, ANN	Status	Issued
30080	250515-03			IX	100 06/14/25	1,890.00	0.00	1,890.00
				***	Payment Total	1,890.00	0.00	1,890.00
				***	Payment Code CHK Total	645,271.44	0.00	645,271.44
					Payment Count	52		
				***	Cash Code 1414 Total	682,690.41	0.00	682,690.41
					Payment Count	72		
				***	Pay Group 1000 USD Total	682,690.41	0.00	682,690.41
					Payment Count	72		

# Bank Account Payment History

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AP255 Date: 05/23/25  
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JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 2

Pay Group: 1100

Cash Code: 1414

Class C Accounts Payable

Payment Date: 052325 - 052325  
Payment Numbers: -  
Payment Code:



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Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535352	Payment Date	05/23/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	1L67-YHWX-3NQT			IX	150 05/17/25	84.58-	0.00	84.58-
26753	1QPR-916D-4QDR			IX	150 05/29/25	133.58	0.00	133.58
26753	1YWX-J4LP-VKCV			IX	150 06/04/25	37.22	0.00	37.22
				***	Payment Total	86.22	0.00	86.22
Payment Number	535353	Payment Date	05/23/25	Vendor	44136	ALLIED CONTINENTAL HOLDINGS,	Status	Issued
44136	9801252			IX	140 05/30/25	476.96	0.00	476.96
				***	Payment Total	476.96	0.00	476.96
Payment Number	535354	Payment Date	05/23/25	Vendor	11753	TITAN IMAGE GROUP INC	Status	Issued
11753	62887			IX	150 05/30/25	1,000.00	0.00	1,000.00
				***	Payment Total	1,000.00	0.00	1,000.00
				***	Payment Code ACH Total	1,563.18	0.00	1,563.18
					Payment Count	3		

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2  
Time 11:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212161	Payment Date	05/23/25	Vendor	35565	ADVANCE OFFSET PRESS	Status	Issued
35565	11264			IX	150 05/20/25	2,307.62	0.00	2,307.62
35565	11276			IX	150 05/20/25	706.00	0.00	706.00
				***	Payment Total	3,013.62	0.00	3,013.62
Payment Number	1212162	Payment Date	05/23/25	Vendor	44109	ALLIANT INSURANCE SERVICES INC	Status	Issued
44109	2766812			IX	102 06/12/25	64,000.00	0.00	64,000.00
44109	2901523	-999		IX	102 12/29/24	6,583.00-	0.00	6,583.00-
44109	2901523	999A			102 12/29/24	6,583.00	0.00	6,583.00
44109	2901527	-999		IX	102 12/29/24	21,619.00-	0.00	21,619.00-
44109	2901527	999A			102 12/29/24	21,619.00	0.00	21,619.00
				***	Payment Total	64,000.00	0.00	64,000.00
Payment Number	1212163	Payment Date	05/23/25	Vendor	10009	AT&T MOBILITY	Status	Issued
10009	287304391276X05082025			IX	105 05/30/25	94.61	0.00	94.61
				***	Payment Total	94.61	0.00	94.61
Payment Number	1212164	Payment Date	05/23/25	Vendor	13020	FIDLAR TECHNOLOGIES INC	Status	Issued
13020	0575749-IN			IX	150 05/30/25	1,315.29	0.00	1,315.29
13020	0709818-IN			IX	150 05/30/25	4,576.00	0.00	4,576.00
				***	Payment Total	5,891.29	0.00	5,891.29
Payment Number	1212165	Payment Date	05/23/25	Vendor	26978	KOFILE TECHNOLOGIES, INC.	Status	Issued
26978	INV-KT-020338			IX	150 06/08/25	1,500.00	0.00	1,500.00
				***	Payment Total	1,500.00	0.00	1,500.00
Payment Number	1212166	Payment Date	05/23/25	Vendor	29360	SAFETY TRAINING ASSOCIATES INC	Status	Issued
29360	DPC051625			IX	102 06/15/25	777.00	0.00	777.00
				***	Payment Total	777.00	0.00	777.00
				***	Payment Code CHK Total	75,276.52	0.00	75,276.52
					Payment Count	6		
				***	Cash Code 1414 Total	76,839.70	0.00	76,839.70
					Payment Count	9		
				***	Pay Group 1100 USD Total	76,839.70	0.00	76,839.70
					Payment Count	9		

# Bank Account Payment History

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AP255 Date: 05/23/25  
Time: 11:21

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 3

Pay Group: 1200

Cash Code: 1414

Class C Accounts Payable

Payment Date: 052325 - 052325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1  
Time 11:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535355	Payment Date	05/23/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	16PR-L7NW-V7GP			IX 100	06/19/25	40.96	0.00	40.96
				***	Payment Total	40.96	0.00	40.96
Payment Number	535356	Payment Date	05/23/25	Vendor	12992	JDF SERVICES INC	Status	Issued
12992	IVC00000009369495			IX 100	06/03/25	3,450.75	0.00	3,450.75
12992	IVC00000009386338			IX 100	06/10/25	1,580.25	0.00	1,580.25
				***	Payment Total	5,031.00	0.00	5,031.00
Payment Number	535357	Payment Date	05/23/25	Vendor	37419	NOVASTAFF HEALTHCARE SERVICES	Status	Issued
37419	NS65020			IX 100	06/07/25	7,058.50	0.00	7,058.50
37419	NS65029			IX 100	06/14/25	7,296.00	0.00	7,296.00
				***	Payment Total	14,354.50	0.00	14,354.50
				***	Payment Code ACH Total	19,426.46	0.00	19,426.46
					Payment Count	3		

# Bank Account Payment History

AP255 Date 05/23/25  
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Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD  
Bank Account Payment History

Page 2

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212167 Payment Date 05/23/25 Vendor 10674 AIRGAS USA Status Issued								
10674	9161149943		IX 100	06/14/25		210.60	0.00	210.60
10674	9161149951		IX 100	06/14/25		241.00	0.00	241.00
*** Payment Total						451.60	0.00	451.60
Payment Number 1212168 Payment Date 05/23/25 Vendor 38093 ALPHA BAKING COMPANY Status Issued								
38093	250010121014		IX 100	05/31/25		33.32	0.00	33.32
38093	250010123015		IX 100	06/02/25		159.90	0.00	159.90
38093	250010125010		IX 100	06/04/25		146.28	0.00	146.28
38093	250010126018		IX 100	06/05/25		122.94	0.00	122.94
38093	250010129020		IX 100	06/08/25		126.26	0.00	126.26
38093	250010130017		IX 100	06/09/25		140.04	0.00	140.04
38093	250010132011		IX 100	06/11/25		46.02	0.00	46.02
38093	250010133018		IX 100	06/12/25		150.32	0.00	150.32
38093	250010135018		IX 100	06/14/25		247.93	0.00	247.93
38093	250010137016		IX 100	06/16/25		128.66	0.00	128.66
*** Payment Total						1,301.67	0.00	1,301.67
Payment Number 1212169 Payment Date 05/23/25 Vendor 10682 AMERISOURCEBERGEN DRUG CORP Status Issued								
10682	3215038096		IX 100	06/14/25		120.20	0.00	120.20
*** Payment Total						120.20	0.00	120.20
Payment Number 1212170 Payment Date 05/23/25 Vendor 27908 C.A. SHORT COMPANY Status Issued								
27908	2557810		IX 100	04/03/25		120.00	0.00	120.00
27908	2563246		IX 100	04/16/25		250.01	0.00	250.01
*** Payment Total						370.01	0.00	370.01
Payment Number 1212171 Payment Date 05/23/25 Vendor 26602 CARDINAL HEALTH 110, LLC Status Issued								
26602	7421211710		IX 100	06/11/25		11.80	0.00	11.80
26602	7421211711		IX 100	06/11/25		410.38	0.00	410.38
26602	7421211712		IX 100	06/11/25		832.96	0.00	832.96
26602	7421211716		IX 100	06/11/25		41.56	0.00	41.56
26602	7421211717		IX 100	06/11/25		514.08	0.00	514.08
26602	7421387937		IX 100	06/12/25		19.79	0.00	19.79
26602	7421387938		IX 100	06/12/25		990.51	0.00	990.51
26602	7421387939		IX 100	06/12/25		3,299.10	0.00	3,299.10
26602	7421387942		IX 100	06/12/25		153.54	0.00	153.54
26602	7421387943		IX 100	06/12/25		39.95	0.00	39.95
26602	7421547567		IX 100	06/13/25		515.77	0.00	515.77
26602	7421547568		IX 100	06/13/25		6,120.87	0.00	6,120.87
26602	7421547569		IX 100	06/13/25		193.13	0.00	193.13
26602	7421547570		IX 100	06/13/25		6.61	0.00	6.61
26602	7421727766		IX 100	06/14/25		5.97	0.00	5.97
26602	7421727769		IX 100	06/14/25		672.84	0.00	672.84
26602	7421727770		IX 100	06/14/25		3,129.60	0.00	3,129.60
26602	7421727772		IX 100	06/14/25		104.02	0.00	104.02
26602	7421727773		IX 100	06/14/25		31.32	0.00	31.32
*** Payment Total						17,093.80	0.00	17,093.80

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3  
Time 11:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212172	Payment Date	05/23/25	Vendor	10019	CENTRAL DUPAGE HOSPITAL ASSN	Status	Issued
10019	6000108083			IX	100 06/08/25	260.00	0.00	260.00
10019	6000108083A			IX	100 06/08/25	93.75	0.00	93.75
				***	Payment Total	353.75	0.00	353.75
Payment Number	1212173	Payment Date	05/23/25	Vendor	10074	CITY OF WHEATON	Status	Issued
10074	111657			IX	100 05/01/25	255.00	0.00	255.00
				***	Payment Total	255.00	0.00	255.00
Payment Number	1212174	Payment Date	05/23/25	Vendor	19875	EDWARD OCCUPATIONAL HEALTH	Status	Issued
19875	00201528-00C			IX	100 05/30/25	132.00	0.00	132.00
				***	Payment Total	132.00	0.00	132.00
Payment Number	1212175	Payment Date	05/23/25	Vendor	30801	MCKESSON MEDICAL - SURGICAL	Status	Issued
30801	23688751			IX	100 05/28/25	3,688.29	0.00	3,688.29
30801	23691086			IX	100 05/29/25	9.46	0.00	9.46
30801	23691690			IX	100 05/29/25	116.39	0.00	116.39
30801	23694123			IX	100 05/29/25	6,267.75	0.00	6,267.75
30801	23714303			IX	100 06/01/25	2,434.97	0.00	2,434.97
30801	23716179			IX	100 06/02/25	80.67	0.00	80.67
30801	23719386			IX	100 06/04/25	43.63	0.00	43.63
30801	23737238			IX	100 06/06/25	35.94	0.00	35.94
				***	Payment Total	12,677.10	0.00	12,677.10
Payment Number	1212176	Payment Date	05/23/25	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status	Issued
39549	419372141001			IX	100 06/06/25	56.83	0.00	56.83
39549	421521127001			IX	100 06/05/25	153.51	0.00	153.51
39549	422018871001			IX	100 06/04/25	9.80	0.00	9.80
39549	422018875001			IX	100 06/05/25	25.19	0.00	25.19
39549	422018877001			IX	100 06/05/25	9.64	0.00	9.64
39549	422782290001			IX	100 06/05/25	36.25	0.00	36.25
39549	424279210001			IX	100 06/13/25	38.86	0.00	38.86
				***	Payment Total	330.08	0.00	330.08
Payment Number	1212177	Payment Date	05/23/25	Vendor	37804	PREFERRED MEDICAL	Status	Issued
37804	8936217			IX	100 06/18/25	411.71	0.00	411.71
				***	Payment Total	411.71	0.00	411.71
Payment Number	1212178	Payment Date	05/23/25	Vendor	11409	PROFESSIONAL MEDICAL INC	Status	Issued
11409	2527041			IX	100 05/29/25	289.10	0.00	289.10
11409	2528343			IX	100 06/01/25	51.54	0.00	51.54
				***	Payment Total	340.64	0.00	340.64
Payment Number	1212179	Payment Date	05/23/25	Vendor	29652	SINGH, ANESH	Status	Issued
29652	EXP20250508			IX	100 05/21/25	50.00	0.00	50.00
				***	Payment Total	50.00	0.00	50.00
Payment Number	1212180	Payment Date	05/23/25	Vendor	10988	STANDARD TEXTILE CO.,	Status	Issued
10988	7528886			IX	100 06/11/25	4,696.16	0.00	4,696.16

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 4  
Time 11:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212180	Payment Date	05/23/25	Vendor	10988	STANDARD TEXTILE CO.,	Status	Issued
				***	Payment Total	4,696.16	0.00	4,696.16
Payment Number	1212181	Payment Date	05/23/25	Vendor	10555	SYSCO FOOD SERVICES-CHICAGO	Status	Issued
10555 824341416				IX	100 06/14/25	54.66	0.00	54.66
10555 824343015				IX	100 06/14/25	25.77	0.00	25.77
10555 824343016				IX	100 06/14/25	60.76	0.00	60.76
10555 824343017				IX	100 06/14/25	129.53	0.00	129.53
10555 824343018				IX	100 06/14/25	133.09	0.00	133.09
10555 824343019				IX	100 06/14/25	103.20	0.00	103.20
10555 824343021				IX	100 06/14/25	29.94	0.00	29.94
10555 824343022				IX	100 06/14/25	32.43	0.00	32.43
10555 824343025				IX	100 06/14/25	28.33	0.00	28.33
10555 824343026				IX	100 06/14/25	82.58	0.00	82.58
10555 824343027				IX	100 06/14/25	31.99	0.00	31.99
10555 824343029				IX	100 06/14/25	39.90	0.00	39.90
10555 824343030				IX	100 06/14/25	36.59	0.00	36.59
				***	Payment Total	788.77	0.00	788.77
Payment Number	1212182	Payment Date	05/23/25	Vendor	11694	UNLIMITED ADVACARE INC	Status	Issued
11694 25041665				IX	100 05/30/25	3,844.50	0.00	3,844.50
				***	Payment Total	3,844.50	0.00	3,844.50
				***	Payment Code CHK Total	43,216.99	0.00	43,216.99
					Payment Count	16		
				***	Cash Code 1414 Total	62,643.45	0.00	62,643.45
					Payment Count	19		
				***	Pay Group 1200 USD Total	62,643.45	0.00	62,643.45
					Payment Count	19		

# Bank Account Payment History

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AP255 Date: 05/23/25  
Time: 11:21

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 4

Pay Group: 1300

Cash Code: 1414

Class C Accounts Payable

Payment Date: 052325 - 052325  
Payment Numbers: -  
Payment Code:



# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1300 PUBLIC SAFETY PAY GROUP USD Page 1  
Time 11:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535358	Payment Date	05/23/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	1WL7-9PM9-GNJ3			IX 120	05/15/25	37.99	0.00	37.99
				***	Payment Total	37.99	0.00	37.99
				***	Payment Code ACH Total	37.99	0.00	37.99
					Payment Count	1		

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1300 PUBLIC SAFETY PAY GROUP USD Page 2  
 Time 11:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
 Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212183	Payment Date	05/23/25	Vendor	10009	AT&T MOBILITY	Status	Issued
10009	287352263970X05082025	IX	120	05/15/25		16.33	0.00	16.33
10009	287352291866X05082025	IX	120	05/15/25		861.06	0.00	861.06
*** Payment Total						877.39	0.00	877.39
Payment Number	1212184	Payment Date	05/23/25	Vendor	11934	CSC SERVICEWORKS INC	Status	Issued
11934	5349873	IX	120	05/15/25		60.00	0.00	60.00
*** Payment Total						60.00	0.00	60.00
*** Payment Code CHK Total						937.39	0.00	937.39
Payment Count						2		
*** Cash Code 1414 Total						975.38	0.00	975.38
Payment Count						3		
*** Pay Group 1300 USD Total						975.38	0.00	975.38
Payment Count						3		

# Bank Account Payment History

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AP255 Date: 05/23/25  
Time: 11:21

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 5

Pay Group: 1400

Cash Code: 1414

Class C Accounts Payable

Payment Date: 052325 - 052325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1400 JUDICIAL PAY GROUP USD Page 1  
 Time 11:22 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
 Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 535359	Payment Date 05/23/25	Vendor 26753	AMAZON CAPITAL SERVICES	Status Issued				
26753 1RCJ-X3FH-43PQ		IX 130 05/21/25	37.99	0.00			37.99	
		*** Payment Total	37.99	0.00			37.99	
Payment Number 535360	Payment Date 05/23/25	Vendor 10932	CONSCISYS CORPORATION	Status Issued				
10932 251381		IX 102 06/18/25	91,667.00	0.00			91,667.00	
		*** Payment Total	91,667.00	0.00			91,667.00	
Payment Number 535361	Payment Date 05/23/25	Vendor 28996	NASER, EVA Y	Status Issued				
28996 678		IX 130 05/30/25	240.20	0.00			240.20	
28996 682		IX 130 06/12/25	240.20	0.00			240.20	
		*** Payment Total	480.40	0.00			480.40	
		*** Payment Code ACH Total	92,185.39	0.00			92,185.39	
		Payment Count	3					

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1400 JUDICIAL PAY GROUP USD Page 2  
Time 11:22 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212185	Payment Date	05/23/25	Vendor	19882	A & A CLINICAL COUNSELING	Status	Issued
19882	23JD187APR25		IX 130	06/13/25	37.50	0.00		37.50
19882	23JD268APR25		IX 130	06/13/25	262.50	0.00		262.50
19882	24JD255APR25		IX 130	06/13/25	225.00	0.00		225.00
19882	24JD263APR25		IX 130	06/13/25	300.00	0.00		300.00
19882	24JD99APR25		IX 130	06/13/25	75.00	0.00		75.00
		*** Payment Total			900.00	0.00		900.00
Payment Number	1212186	Payment Date	05/23/25	Vendor	18698	ARCIGA, CESAR	Status	Issued
18698	TRV20250505		IX 131	06/12/25	1,026.85	0.00		1,026.85
		*** Payment Total			1,026.85	0.00		1,026.85
Payment Number	1212187	Payment Date	05/23/25	Vendor	19161	DUPAGE COUNTY HEALTH DEPT.	Status	Issued
19161	MICAP-SNAP-2025-4A		IX 130	05/21/25	17,333.33	0.00		17,333.33
		*** Payment Total			17,333.33	0.00		17,333.33
Payment Number	1212188	Payment Date	05/23/25	Vendor	29084	FULLERS CAR WASH OF GENEVA	Status	Issued
29084	DST.AUTOWASH.APR25		IX 131	05/21/25	14.00	0.00		14.00
		*** Payment Total			14.00	0.00		14.00
Payment Number	1212189	Payment Date	05/23/25	Vendor	42314	HEATLEY, SHANNON	Status	Issued
42314	TRV20250506		IX 130	05/21/25	765.60	0.00		765.60
		*** Payment Total			765.60	0.00		765.60
Payment Number	1212190	Payment Date	05/23/25	Vendor	13540	KANE COUNTY	Status	Issued
13540	72177		IX 131	05/09/25	41.00	0.00		41.00
13540	APR-25.DST.KCJJC		IX 131	05/31/25	32,025.00	0.00		32,025.00
13540	IN000486532		IX 131	04/30/25	31.79	0.00		31.79
		*** Payment Total			32,097.79	0.00		32,097.79
Payment Number	1212191	Payment Date	05/23/25	Vendor	42317	MCDANIEL, KARRIE	Status	Issued
42317	TRV20250505		IX 130	05/21/25	1,195.02	0.00		1,195.02
		*** Payment Total			1,195.02	0.00		1,195.02
Payment Number	1212192	Payment Date	05/23/25	Vendor	24974	MEDPRO WASTE DISPOSAL LLC	Status	Issued
24974	1518740		IX 130	05/21/25	383.50	0.00		383.50
		*** Payment Total			383.50	0.00		383.50
Payment Number	1212193	Payment Date	05/23/25	Vendor	24401	POWERS, MARY COLLEEN	Status	Issued
24401	TRV20250505		IX 130	06/13/25	822.00	0.00		822.00
		*** Payment Total			822.00	0.00		822.00
Payment Number	1212194	Payment Date	05/23/25	Vendor	11539	REDWOOD TOXICOLOGY LABORATORY	Status	Issued
11539	01228520254		IX 130	05/21/25	301.14	0.00		301.14
		*** Payment Total			301.14	0.00		301.14
Payment Number	1212195	Payment Date	05/23/25	Vendor	11169	THOMSON REUTERS-WEST	Status	Issued
11169	851972936		IX 130	05/21/25	2,058.00	0.00		2,058.00

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1400 JUDICIAL PAY GROUP USD Page 3  
 Time 11:22 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
 Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212195	Payment Date	05/23/25	Vendor	11169	THOMSON REUTERS-WEST	Status Issued	
				***	Payment Total	2,058.00	0.00	2,058.00
Payment Number	1212196	Payment Date	05/23/25	Vendor	26230	VERISMA SYSTEMS INC	Status Issued	
	26230 1008071-24817			IX	130 06/03/25	60.86	0.00	60.86
				***	Payment Total	60.86	0.00	60.86
Payment Number	1212197	Payment Date	05/23/25	Vendor	46203	WM PROMOTIONS INC	Status Issued	
	46203 PO41215			IX	130 05/21/25	47.99	0.00	47.99
				***	Payment Total	47.99	0.00	47.99
				***	Payment Code CHK Total	57,006.08	0.00	57,006.08
					Payment Count	13		
				***	Cash Code 1414 Total	149,191.47	0.00	149,191.47
					Payment Count	16		
				***	Pay Group 1400 USD Total	149,191.47	0.00	149,191.47
					Payment Count	16		

# Bank Account Payment History

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AP255 Date: 05/23/25  
Time: 11:22

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 6

Pay Group: 1500

Cash Code: 1414

Class C Accounts Payable

Payment Date: 052325 - 052325

Payment Numbers: -

Payment Code:

# Bank Account Payment History

AP255 Date 05/23/25  
Time 11:22

Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD  
Bank Account Payment History

Page 1

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 44507 13623-02	535362	Payment Date 05/23/25	Vendor 44507 IX 100 04/11/25 *** Payment Total			D'ESCOTO, INC. 4,592.92 4,592.92	Status Issued 0.00 0.00	4,592.92 4,592.92
Payment Number 11199 257099	535363	Payment Date 05/23/25	Vendor 11199 IX 100 06/16/25 *** Payment Total			PLOTE CONSTRUCTION INC D/B/A 3,322.23 3,322.23	Status Issued 0.00 0.00	3,322.23 3,322.23
Payment Number 11063 6943-05	535364	Payment Date 05/23/25	Vendor 11063 IX 101 04/20/25 *** Payment Total			STANLEY CONSULTANTS INC 7,572.88 7,572.88	Status Issued 0.00 0.00	7,572.88 7,572.88
Payment Number 11753 62735	535365	Payment Date 05/23/25	Vendor 11753 IX 100 04/17/25 *** Payment Total			TITAN IMAGE GROUP INC 108.40 108.40	Status Issued 0.00 0.00	108.40 108.40
Payment Number 10626 4791329-39	535366	Payment Date 05/23/25	Vendor 10626 IX 101 04/13/25 *** Payment Total			TRANSYSTEMS CORPORATION 8,565.90 8,565.90	Status Issued 0.00 0.00	8,565.90 8,565.90
			*** Payment Code ACH Total Payment Count			24,162.33 5	0.00	24,162.33



# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 2  
Time 11:22 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212198	Payment Date 05/23/25	Vendor 10009	AT&T MOBILITY	Status Issued				
10009 287301188892X05082025		IX 100 05/30/25	5,952.38	0.00	5,952.38			
		*** Payment Total	5,952.38	0.00	5,952.38			
Payment Number 1212199	Payment Date 05/23/25	Vendor 10023	COM ED	Status Issued				
10023 0910086000 051525		IX 100 06/14/25	59.07	0.00	59.07			
10023 3246612000 051625		IX 100 06/15/25	89.59	0.00	89.59			
		*** Payment Total	148.66	0.00	148.66			
Payment Number 1212200	Payment Date 05/23/25	Vendor 45312	IMPERIAL LUBES & SUPPLY	Status Issued				
45312 GB-3184		IX 100 06/19/25	695.75	0.00	695.75			
45312 GB-3185		IX 100 06/19/25	1,433.85	0.00	1,433.85			
45312 GB-3186		IX 100 06/19/25	1,075.00	0.00	1,075.00			
		*** Payment Total	3,204.60	0.00	3,204.60			
Payment Number 1212201	Payment Date 05/23/25	Vendor 10435	MORTON SALT, INC.	Status Issued				
10435 5403449976		IX 100 05/10/25	19,593.11	0.00	19,593.11			
		*** Payment Total	19,593.11	0.00	19,593.11			
Payment Number 1212202	Payment Date 05/23/25	Vendor 46206	UNITED DOOR & DOCK LLC	Status Issued				
46206 11335		IX 100 03/07/25	276.00	0.00	276.00			
		*** Payment Total	276.00	0.00	276.00			
Payment Number 1212203	Payment Date 05/23/25	Vendor 10228	VILLAGE OF GLENDALE HEIGHTS	Status Issued				
10228 20422		IX 100 03/12/25	28,095.52	0.00	28,095.52			
		*** Payment Total	28,095.52	0.00	28,095.52			
Payment Number 1212204	Payment Date 05/23/25	Vendor 10072	WEST SIDE TRACTOR SALES	Status Issued				
10072 N67625		IX 100 05/25/25	1,034.86	0.00	1,034.86			
10072 N68037		IX 100 06/05/25	2,069.72	0.00	2,069.72			
		*** Payment Total	3,104.58	0.00	3,104.58			
		*** Payment Code CHK Total	60,374.85	0.00	60,374.85			
		Payment Count	7					
		*** Cash Code 1414 Total	84,537.18	0.00	84,537.18			
		Payment Count	12					
		*** Pay Group 1500 USD Total	84,537.18	0.00	84,537.18			
		Payment Count	12					

# Bank Account Payment History

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AP255 Date: 05/23/25  
Time: 11:22

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 7

Pay Group: 1600

Cash Code: 1414

Class C Accounts Payable

Payment Date: 052325 - 052325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 1  
 Time 11:22 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
 Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535367	Payment Date	05/23/25	Vendor	20660	BLACK & VEATCH CORPORATION	Status	Issued
20660 1463146				IX 100	05/29/25	24,769.12	0.00	24,769.12
				***	Payment Total	24,769.12	0.00	24,769.12
Payment Number	535368	Payment Date	05/23/25	Vendor	10234	CHRISTOPHER B BURKE ENG LTD	Status	Issued
10234 201261A				IX 100	06/12/25	366.80	0.00	366.80
				***	Payment Total	366.80	0.00	366.80
Payment Number	535369	Payment Date	05/23/25	Vendor	10802	V3 COMPANIES, LTD	Status	Issued
10802 20325025				IX 100	05/09/25	13,460.75	0.00	13,460.75
				***	Payment Total	13,460.75	0.00	13,460.75
				***	Payment Code ACH Total	38,596.67	0.00	38,596.67
					Payment Count	3		

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 2  
 Time 11:22 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
 Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212205	Payment Date 05/23/25	Vendor 10157					Status Issued	
10157 9431768499		IX 100 04/06/25				1,898.64	0.00	1,898.64
		*** Payment Total				1,898.64	0.00	1,898.64
Payment Number 1212206	Payment Date 05/23/25	Vendor 28531					Status Issued	
28531 US_22302		IX 100 05/01/25				1,050.00	0.00	1,050.00
		*** Payment Total				1,050.00	0.00	1,050.00
Payment Number 1212207	Payment Date 05/23/25	Vendor 12448					Status Issued	
12448 25-24883		IX 100 05/30/25				1,995.00	0.00	1,995.00
		*** Payment Total				1,995.00	0.00	1,995.00
		*** Payment Code CHK Total				4,943.64	0.00	4,943.64
		Payment Count				3		
		*** Cash Code 1414 Total				43,540.31	0.00	43,540.31
		Payment Count				6		
		*** Pay Group 1600 USD Total				43,540.31	0.00	43,540.31
		Payment Count				6		

# Bank Account Payment History

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AP255 Date: 05/23/25  
Time: 11:22

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 9

Pay Group: 5000  
Cash Code: 1414      Class C Accounts Payable  
Payment Date: 052325 -    052325  
Payment Numbers:        -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/23/25  
Time 11:23

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

Page 1

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535370	Payment Date	05/23/25	Vendor	27068	ROCK GATE CAPITAL	Status	Issued
27068	173105			IX 105	05/23/25	5,488.00	0.00	5,488.00
				***	Payment Total	5,488.00	0.00	5,488.00
Payment Number	535371	Payment Date	05/23/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	1H1J-YQTW-1VRM			IX 101	06/15/25	354.41-	0.00	354.41-
26753	1KKR-YNK1-64HX			IX 101	06/16/25	166.77	0.00	166.77
26753	1LX3-KRVT-4CV6			IX 101	06/16/25	74.92	0.00	74.92
26753	1PHG-C4TX-XKKM			IX 101	06/15/25	101.91	0.00	101.91
26753	1QCT-RPFM-6DRJ			IX 101	06/16/25	60.97	0.00	60.97
				***	Payment Total	50.16	0.00	50.16
Payment Number	535372	Payment Date	05/23/25	Vendor	17834	BROWN, JAMIE L	Status	Issued
17834	EXP20250507			IX 105	06/06/25	456.16	0.00	456.16
				***	Payment Total	456.16	0.00	456.16
Payment Number	535373	Payment Date	05/23/25	Vendor	12531	CTS, INC.	Status	Issued
12531	385777			IX 105	05/31/25	2,545.00	0.00	2,545.00
				***	Payment Total	2,545.00	0.00	2,545.00
Payment Number	535374	Payment Date	05/23/25	Vendor	18801	EVANS, CHRISTINE	Status	Issued
18801	MIL20250401			IX 202	05/01/25	156.45	0.00	156.45
				***	Payment Total	156.45	0.00	156.45
Payment Number	535375	Payment Date	05/23/25	Vendor	14161	GRAHAM, KELLY	Status	Issued
14161	042725-050325.ARI			IX 208	06/08/25	262.50	0.00	262.50
				***	Payment Total	262.50	0.00	262.50
Payment Number	535376	Payment Date	05/23/25	Vendor	14166	HEALTHY AIR HEATING & AIR INC	Status	Issued
14166	46807			IX 202	06/19/25	1,490.00	0.00	1,490.00
				***	Payment Total	1,490.00	0.00	1,490.00
Payment Number	535377	Payment Date	05/23/25	Vendor	45597	JOHNSON, RAYMOND W.	Status	Issued
45597	041625-043025.RJ			IX 104	05/21/25	765.00	0.00	765.00
				***	Payment Total	765.00	0.00	765.00
Payment Number	535378	Payment Date	05/23/25	Vendor	41966	MCLAUGHLIN, LAUREN MAE	Status	Issued
41966	050225-050825.LM			IX 104	05/21/25	390.00	0.00	390.00
41966	051225-051525.LM			IX 104	05/21/25	315.00	0.00	315.00
				***	Payment Total	705.00	0.00	705.00
Payment Number	535379	Payment Date	05/23/25	Vendor	10494	MICROTRAIN	Status	Issued
10494	94265			IX 105	05/22/25	2,929.00	0.00	2,929.00
				***	Payment Total	2,929.00	0.00	2,929.00
Payment Number	535380	Payment Date	05/23/25	Vendor	44818	PERRY, DUSTIN	Status	Issued
44818	TRV20250512			IX 100	05/20/25	1,029.94	0.00	1,029.94
				***	Payment Total	1,029.94	0.00	1,029.94

# Bank Account Payment History

AP255 Date 05/23/25 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 2  
Time 11:23 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535381	Payment Date	05/23/25	Vendor	17827	SCHVACH, LISA	Status	Issued
17827	TRV20250507			IX 105	06/06/25	596.08	0.00	596.08
				***	Payment Total	596.08	0.00	596.08
Payment Number	535382	Payment Date	05/23/25	Vendor	44522	TOSHIBA AMERICA BUSINESS	Status	Issued
44522	6552446			IX 200	06/01/25	146.59	0.00	146.59
44522	6552984			IX 105	06/01/25	249.41	0.00	249.41
				***	Payment Total	396.00	0.00	396.00
				***	Payment Code ACH Total	16,869.29	0.00	16,869.29
					Payment Count	13		

# Bank Account Payment History

AP255 Date 05/23/25  
Time 11:23

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

Page 3

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 10671 183307	1212208	Payment Date 05/23/25	Vendor 10671 IX 202 06/14/25 *** Payment Total			ALPHAGRAPHSICS 19.75 19.75	Status Issued 0.00 0.00	19.75 19.75
Payment Number 10009 287308882423X05082025	1212209	Payment Date 05/23/25	Vendor 10009 IX 105 05/30/25 *** Payment Total			AT&T MOBILITY 217.27 217.27	Status Issued 0.00 0.00	217.27 217.27
Payment Number 10009 287304391276X05082025	1212210	Payment Date 05/23/25	Vendor 10009 IX 110 05/30/25 *** Payment Total			AT&T MOBILITY 249.25 249.25	Status Issued 0.00 0.00	249.25 249.25
Payment Number 11944 41309	1212211	Payment Date 05/23/25	Vendor 11944 IX 101 06/18/25 *** Payment Total			COMFORT KEEPERS 224.60 224.60	Status Issued 0.00 0.00	224.60 224.60
Payment Number 22065 202504TL-02 22065 202505GS-03 22065 202505JA-02	1212212	Payment Date 05/23/25	Vendor 22065 IX 105 05/21/25 IX 105 05/31/25 IX 105 06/04/25 *** Payment Total			COMNET GROUP INC 165.00 165.00 3,704.40 4,034.40	Status Issued 0.00 0.00 0.00 0.00	165.00 165.00 3,704.40 4,034.40
Payment Number 46132 V25997-1	1212213	Payment Date 05/23/25	Vendor 46132 IX 105 05/23/25 *** Payment Total			DEL TORO, PABLO 85.25 85.25	Status Issued 0.00 0.00	85.25 85.25
Payment Number 12589 50407	1212214	Payment Date 05/23/25	Vendor 12589 IX 208 05/31/25 *** Payment Total			DFM ASSOCIATES 14,891.00 14,891.00	Status Issued 0.00 0.00	14,891.00 14,891.00
Payment Number 26552 3914	1212215	Payment Date 05/23/25	Vendor 26552 IX 101 05/22/25 *** Payment Total			ELDERWERKS EDUCATIONAL SERVICE 250.00 250.00	Status Issued 0.00 0.00	250.00 250.00
Payment Number 34438 11805 34438 11806 34438 11807	1212216	Payment Date 05/23/25	Vendor 34438 IX 101 06/14/25 IX 101 06/14/25 IX 101 06/14/25 *** Payment Total			EUROPEAN SERVICE LLC 621.25 105.00 490.00 1,216.25	Status Issued 0.00 0.00 0.00 0.00	621.25 105.00 490.00 1,216.25
Payment Number 41347 V26011-1	1212217	Payment Date 05/23/25	Vendor 41347 IX 105 05/23/25 *** Payment Total			GILLIARD, JAMES 90.97 90.97	Status Issued 0.00 0.00	90.97 90.97
Payment Number 38085 043025	1212218	Payment Date 05/23/25	Vendor 38085 IX 105 05/30/25 *** Payment Total			INTERNATIONAL TRAINING ACADEMY 10,000.00 10,000.00	Status Issued 0.00 0.00	10,000.00 10,000.00
Payment Number	1212219	Payment Date 05/23/25	Vendor 18822			LARSON, JULIE	Status Issued	



# Bank Account Payment History

AP255 Date 05/23/25  
Time 11:23

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

Page 4

Cash Code 1414 Bank 071923909 Payment Date Range 05/23/25 thru 05/23/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212219	Payment Date 05/23/25	Vendor 18822	LARSON, JULIE	Status Issued				
18822 MIL20250505		IX 202 06/04/25	33.67	0.00	33.67			
		*** Payment Total	33.67	0.00	33.67			
Payment Number 1212220	Payment Date 05/23/25	Vendor 26848	LEMON PRESS PRINTING	Status Issued				
26848 2020528		IX 105 05/21/25	162.63	0.00	162.63			
		*** Payment Total	162.63	0.00	162.63			
Payment Number 1212221	Payment Date 05/23/25	Vendor 39580	MCFARLAND, JAKE	Status Issued				
39580 TRV20250512		IX 100 05/22/25	827.20	0.00	827.20			
		*** Payment Total	827.20	0.00	827.20			
Payment Number 1212222	Payment Date 05/23/25	Vendor 46210	PEREZ, CHRISTIAN-TROY	Status Issued				
46210 052025		IX 105 05/23/25	500.00	0.00	500.00			
		*** Payment Total	500.00	0.00	500.00			
Payment Number 1212223	Payment Date 05/23/25	Vendor 10184	SERENITY HOUSE	Status Issued				
10184 AGR613.RH.0210-0223		IX 208 03/19/25	340.00	0.00	340.00			
		*** Payment Total	340.00	0.00	340.00			
		*** Payment Code CHK Total	33,142.24	0.00	33,142.24			
		Payment Count	16					
		*** Cash Code 1414 Total	50,011.53	0.00	50,011.53			
		Payment Count	29					
		*** Pay Group 5000 USD Total	50,011.53	0.00	50,011.53			
		Payment Count	29					



## Payment of Claims

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-1411

**Agenda Date:** 6/10/2025

**Agenda #:** 8.C.

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# Bank Account Payment History

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AP255 Date: 05/28/25  
Time: 14:56

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: AP255-5000  
Step Nbr: 1

Pay Group: 5000

Cash Code: 3910

Class C Account

Payment Date: 052725 - 052725

Payment Numbers:

-

Payment Code: AUT

Auto Debit

# Bank Account Payment History

AP255 Date 05/28/25 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1  
 Time 14:56 Bank Account Payment History

Cash Code 3910 Bank 071000013 Payment Date Range 05/27/25 thru 05/27/25  
 Payment Code AUT Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1043996	Payment Date	05/27/25	Vendor	10023	COMMONWEALTH EDISON COMPANY	Status	Issued
10023	1043996			200	06/19/25	1,760.90	0.00	1,760.90
		***	Payment Total			1,760.90	0.00	1,760.90
Payment Number	1044010	Payment Date	05/27/25	Vendor	10057	NICOR GAS	Status	Issued
10057	1044010			200	06/19/25	125.00	0.00	125.00
		***	Payment Total			125.00	0.00	125.00
		***	Payment Code AUT Total			1,885.90	0.00	1,885.90
			Payment Count			2		
		***	Cash Code 3910 Total			1,885.90	0.00	1,885.90
			Payment Count			2		
		***	Pay Group 5000 USD Total			1,885.90	0.00	1,885.90
			Payment Count			2		



## Payment of Claims

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-1420

**Agenda Date:** 6/10/2025

**Agenda #:** 8.D.

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# Bank Account Payment History

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AP255 Date: 05/30/25  
Time: 08:20

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: AP255-5000  
Step Nbr: 1

Pay Group: 5000

Cash Code: 3910

Class C Account

Payment Date: 053025 - 053025

Payment Numbers:

-

Payment Code: AUT

Auto Debit

# Bank Account Payment History

AP255 Date 05/30/25  
Time 08:20

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

Page 1

Cash Code 3910 Bank 071000013 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code AUT Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1044066	Payment Date	05/30/25	Vendor	10023	COMMONWEALTH EDISON COMPANY	Status	Issued
10023	1044066			200	06/27/25	5,628.00	0.00	5,628.00
		*** Payment Total				5,628.00	0.00	5,628.00
Payment Number	1044067	Payment Date	05/30/25	Vendor	10057	NICOR GAS	Status	Issued
10057	1044067			200	06/27/25	743.00	0.00	743.00
		*** Payment Total				743.00	0.00	743.00
		*** Payment Code AUT Total				6,371.00	0.00	6,371.00
		Payment Count				2		
		*** Cash Code 3910 Total				6,371.00	0.00	6,371.00
		Payment Count				2		
		*** Pay Group 5000 USD Total				6,371.00	0.00	6,371.00
		Payment Count				2		



## Payment of Claims

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 25-1421

**Agenda Date:** 6/10/2025

**Agenda #:** 8.E.

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# Bank Account Payment History

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AP255 Date: 05/30/25  
Time: 12:37

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 1

Pay Group: 1000

Cash Code: 1414

Class C Accounts Payable

Payment Date: 053025 - 053025  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1  
Time 12:39 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535390	Payment Date	05/30/25	Vendor	11557	ABBATACOLA, ROBERT	Status	Issued
11557	052125	052725	IX	100	05/29/25	560.00	0.00	560.00
			***		Payment Total	560.00	0.00	560.00
Payment Number	535391	Payment Date	05/30/25	Vendor	11838	BRECHBUHLER SCALES, INC	Status	Issued
11838	18002277		IX	100	06/22/25	497.20	0.00	497.20
			***		Payment Total	497.20	0.00	497.20
Payment Number	535392	Payment Date	05/30/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	14NF-6QWH-W6K7		IX	100	06/15/25	88.28	0.00	88.28
26753	166C-D1GQ-P3YY		IX	100	06/21/25	33.00	0.00	33.00
26753	19N9-1FHV-RRW9		IX	100	06/22/25	114.95	0.00	114.95
26753	1CLP-CH6F-M1GK		IX	100	06/21/25	24.99	0.00	24.99
26753	1JTD-T1DK-1W7Q		IX	100	06/22/25	38.14	0.00	38.14
26753	1K4Y-6VRF-3WKH		IX	100	06/13/25	26.98	0.00	26.98
26753	1MLD-7N7J-JTC3		IX	100	06/18/25	177.98	0.00	177.98
26753	1QCT-RPFM-W76F		IX	100	06/19/25	18.89	0.00	18.89
26753	1RGF-6QKP-NTWN		IX	100	06/22/25	50.79	0.00	50.79
26753	1X9Y-K7VR-JGXW		IX	100	06/18/25	1,490.11	0.00	1,490.11
26753	1XF9-FP3H-LK6K		IX	100	06/21/25	81.98	0.00	81.98
			***		Payment Total	2,146.09	0.00	2,146.09
Payment Number	535393	Payment Date	05/30/25	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667	AD89M1I		IX	100	05/30/25	127.00	0.00	127.00
10667	AE1J21D		IX	100	06/08/25	132.20	0.00	132.20
			***		Payment Total	259.20	0.00	259.20
Payment Number	535394	Payment Date	05/30/25	Vendor	18820	KEATING, MARY	Status	Issued
18820	TRV20250520		IX	100	05/27/25	1,942.01	0.00	1,942.01
			***		Payment Total	1,942.01	0.00	1,942.01
Payment Number	535395	Payment Date	05/30/25	Vendor	28996	NASER, EVA Y	Status	Issued
28996	683		IX	100	06/18/25	240.20	0.00	240.20
28996	684		IX	100	06/19/25	240.20	0.00	240.20
28996	685		IX	100	06/21/25	240.20	0.00	240.20
28996	686		IX	100	06/22/25	240.20	0.00	240.20
			***		Payment Total	960.80	0.00	960.80
Payment Number	535396	Payment Date	05/30/25	Vendor	10141	PRCO	Status	Issued
10141	24672R		IX	100	06/26/25	760.00	0.00	760.00
			***		Payment Total	760.00	0.00	760.00
Payment Number	535397	Payment Date	05/30/25	Vendor	38035	PRINTING SUPPLIES USA	Status	Issued
38035	31297		IX	100	06/14/25	580.00	0.00	580.00
			***		Payment Total	580.00	0.00	580.00
Payment Number	535398	Payment Date	05/30/25	Vendor	10549	REDWING BUSINESS ADVANTAGE	Status	Issued
10549	20250515037067		IX	100	06/14/25	165.74	0.00	165.74

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2  
Time 12:39 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535398	Payment Date	05/30/25	Vendor	10549	REDWING BUSINESS ADVANTAGE	Status Issued	
				***	Payment Total	165.74	0.00	165.74
Payment Number	535399	Payment Date	05/30/25	Vendor	44136	ALLIED CONTINENTAL HOLDINGS,	Status Issued	
44136 9801306				IX	100 06/18/25	217.96	0.00	217.96
44136 9801307				IX	100 06/18/25	217.96	0.00	217.96
				***	Payment Total	435.92	0.00	435.92
Payment Number	535400	Payment Date	05/30/25	Vendor	44522	TOSHIBA AMERICA BUSINESS	Status Issued	
44522 6478030				IX	100 02/26/25	6,216.64	0.00	6,216.64
44522 6552968				IX	100 06/01/25	205.23	0.00	205.23
				***	Payment Total	6,421.87	0.00	6,421.87
Payment Number	535401	Payment Date	05/30/25	Vendor	10544	TRADEMARK PRODUCTS INC	Status Issued	
10544 853298				IX	100 06/04/25	68.40	0.00	68.40
10544 853444				IX	100 06/14/25	22.80	0.00	22.80
10544 853499				IX	100 06/19/25	22.80	0.00	22.80
				***	Payment Total	114.00	0.00	114.00
Payment Number	535402	Payment Date	05/30/25	Vendor	30797	TRINITY SERVICES GROUP INC	Status Issued	
30797 3023000378				IX	100 06/22/25	29,305.10	0.00	29,305.10
				***	Payment Total	29,305.10	0.00	29,305.10
				***	Payment Code ACH Total	44,147.93	0.00	44,147.93
					Payment Count	13		

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3  
Time 12:39 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212266	Payment Date 05/30/25	Vendor 19712	DPCO SHERIFF EXTRADITION ACCT	Status Issued				
19712 CK10285		IX 100 06/13/25	58.01	0.00	58.01			
		*** Payment Total	58.01	0.00	58.01			
Payment Number 1212267	Payment Date 05/30/25	Vendor 38001	RIGHTWAY PRINTING INC.	Status Issued				
38001 62989		IX 100 05/27/25	418.00	0.00	418.00			
		*** Payment Total	418.00	0.00	418.00			
Payment Number 1212268	Payment Date 05/30/25	Vendor 33755	ALLIED UNIVERSAL TECHNOLOGY	Status Issued				
33755 IN1-910417726		IX 100 05/25/25	1,072.50	0.00	1,072.50			
33755 IN1-910417727		IX 100 05/25/25	1,320.00	0.00	1,320.00			
33755 IN1-910421471		IX 100 06/14/25	330.00	0.00	330.00			
33755 IN1-910421840		IX 100 06/18/25	371.25	0.00	371.25			
		*** Payment Total	3,093.75	0.00	3,093.75			
Payment Number 1212269	Payment Date 05/30/25	Vendor 10671	ALPHAGRAPHS	Status Issued				
10671 183389		IX 100 06/20/25	141.00	0.00	141.00			
		*** Payment Total	141.00	0.00	141.00			
Payment Number 1212270	Payment Date 05/30/25	Vendor 10008	AT&T	Status Issued				
10008 708Z86117605 2025		IX 100 06/15/25	3,434.42	0.00	3,434.42			
10008 708Z86675905 2025		IX 100 06/17/25	1,186.83	0.00	1,186.83			
		*** Payment Total	4,621.25	0.00	4,621.25			
Payment Number 1212271	Payment Date 05/30/25	Vendor 10009	AT&T MOBILITY	Status Issued				
10009 287301188830X04082025		IX 100 04/30/25	2,823.29	0.00	2,823.29			
10009 287352265102X05082025		IX 100 05/23/25	16.33	0.00	16.33			
10009 287352291929X05082025		IX 100 05/23/25	502.61	0.00	502.61			
		*** Payment Total	3,342.23	0.00	3,342.23			
Payment Number 1212272	Payment Date 05/30/25	Vendor 10309	ATLAS BOBCAT LLC	Status Issued				
10309 N55124		IX 100 06/13/25	350.00	0.00	350.00			
		*** Payment Total	350.00	0.00	350.00			
Payment Number 1212273	Payment Date 05/30/25	Vendor 26601	AXON ENTERPRISE INC	Status Issued				
26601 INUS343548		IX 100 05/31/25	41,157.09	0.00	41,157.09			
		*** Payment Total	41,157.09	0.00	41,157.09			
Payment Number 1212274	Payment Date 05/30/25	Vendor 39686	BILLOW MYNDBEND, INC.	Status Issued				
39686 ECD12FA9-0004		IX 100 06/05/25	8,537.40	0.00	8,537.40			
		*** Payment Total	8,537.40	0.00	8,537.40			
Payment Number 1212275	Payment Date 05/30/25	Vendor 27908	C.A. SHORT COMPANY	Status Issued				
27908 2560137		IX 100 04/09/25	159.00	0.00	159.00			
27908 2567929		IX 100 04/24/25	159.00	0.00	159.00			
		*** Payment Total	318.00	0.00	318.00			
Payment Number 1212276	Payment Date 05/30/25	Vendor 10074	CITY OF WHEATON	Status Issued				
10074 0034150100 051525		IX 100 06/14/25	1,741.34	0.00	1,741.34			

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 4  
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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212276	Payment Date	05/30/25	Vendor	10074	CITY OF WHEATON	Status Issued	
10074	0034150200	051525	IX 100	06/14/25		603.89	0.00	603.89
10074	0034150400	051525	IX 100	06/14/25		26,989.98	0.00	26,989.98
10074	0034150600	051525	IX 100	06/14/25		1,117.86	0.00	1,117.86
10074	0034150800	051525	IX 100	06/14/25		65.80	0.00	65.80
10074	0034150900	051525	IX 100	06/14/25		101.67	0.00	101.67
			***	Payment Total		30,620.54	0.00	30,620.54
Payment Number	1212277	Payment Date	05/30/25	Vendor	10074	CITY OF WHEATON	Status Issued	
10074	20250412	SHRED	IX 100	05/12/25		500.00	0.00	500.00
			***	Payment Total		500.00	0.00	500.00
Payment Number	1212278	Payment Date	05/30/25	Vendor	12382	COMCAST	Status Issued	
12382	8771200470301041050625		IX 100	06/05/25		315.40	0.00	315.40
12382	8771200470472388051025		IX 100	06/09/25		283.82	0.00	283.82
			***	Payment Total		599.22	0.00	599.22
Payment Number	1212279	Payment Date	05/30/25	Vendor	11886	R A DAUGHERTY SALES INC	Status Issued	
11886	33352		IX 100	06/08/25		2,554.00	0.00	2,554.00
			***	Payment Total		2,554.00	0.00	2,554.00
Payment Number	1212280	Payment Date	05/30/25	Vendor	10850	DELL MARKETING LP	Status Issued	
10850	10816039516		IX 100	06/20/25		93.13	0.00	93.13
			***	Payment Total		93.13	0.00	93.13
Payment Number	1212281	Payment Date	05/30/25	Vendor	46160	DISASTER SOLUTION ILLINOIS	Status Issued	
46160	25-0001		IX 100	05/27/25		50.00	0.00	50.00
			***	Payment Total		50.00	0.00	50.00
Payment Number	1212282	Payment Date	05/30/25	Vendor	10028	DREISILKER ELECTRIC MOTORS	Status Issued	
10028	I34646		IX 100	06/13/25		262.08	0.00	262.08
			***	Payment Total		262.08	0.00	262.08
Payment Number	1212283	Payment Date	05/30/25	Vendor	18752	ELGES, JOY	Status Issued	
18752	EXP20250418		IX 100	05/18/25		120.00	0.00	120.00
			***	Payment Total		120.00	0.00	120.00
Payment Number	1212284	Payment Date	05/30/25	Vendor	46219	EPISCOPO, SAVERIO	Status Issued	
46219	EXP20250421		IX 100	05/28/25		139.99	0.00	139.99
			***	Payment Total		139.99	0.00	139.99
Payment Number	1212285	Payment Date	05/30/25	Vendor	11196	FEDEX	Status Issued	
11196	8-861-64698		IX 100	06/13/25		105.98	0.00	105.98
			***	Payment Total		105.98	0.00	105.98
Payment Number	1212286	Payment Date	05/30/25	Vendor	11196	FEDEX	Status Issued	
11196	8-824-55535		IX 100	05/09/25		32.88	0.00	32.88
11196	8-861-30022		IX 100	06/13/25		135.71	0.00	135.71
11196	8-861-66644		IX 100	06/13/25		73.45	0.00	73.45

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 5  
Time 12:39 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212286	Payment Date 05/30/25	Vendor 11196	FEDEX			Status Issued		
11196 8-861-73112		IX 100 06/13/25			15.29	0.00		15.29
		*** Payment Total			257.33	0.00		257.33
Payment Number 1212287	Payment Date 05/30/25	Vendor 11372	FILTER SERVICES INC			Status Issued		
11372 INV429681		IX 100 06/08/25			2,058.56	0.00		2,058.56
		*** Payment Total			2,058.56	0.00		2,058.56
Payment Number 1212288	Payment Date 05/30/25	Vendor 34032	FIRST RESPONDERS WELLNESS			Status Issued		
34032 25985		IX 100 06/18/25			610.00	0.00		610.00
34032 25986		IX 100 06/18/25			610.00	0.00		610.00
34032 26019		IX 100 06/19/25			610.00	0.00		610.00
34032 26087		IX 100 06/23/25			610.00	0.00		610.00
		*** Payment Total			2,440.00	0.00		2,440.00
Payment Number 1212289	Payment Date 05/30/25	Vendor 43169	FORTRESS PLUS SOLUTIONS			Status Issued		
43169 25TG470		IX 100 06/26/25			25,601.88	0.00		25,601.88
		*** Payment Total			25,601.88	0.00		25,601.88
Payment Number 1212290	Payment Date 05/30/25	Vendor 39397	GEHRKE TECHNOLOGY GROUP, INC.			Status Issued		
39397 2501657		IX 100 06/12/25			388.50	0.00		388.50
		*** Payment Total			388.50	0.00		388.50
Payment Number 1212291	Payment Date 05/30/25	Vendor 28460	GOTO TECHNOLOGIES USA, INC			Status Issued		
28460 1209364166		IX 100 06/26/25			617.00	0.00		617.00
		*** Payment Total			617.00	0.00		617.00
Payment Number 1212292	Payment Date 05/30/25	Vendor 10003	GOVERNMENT FINANCE OFFICERS			Status Issued		
10003 3183377		IX 100 06/22/25			95.00	0.00		95.00
		*** Payment Total			95.00	0.00		95.00
Payment Number 1212293	Payment Date 05/30/25	Vendor 30498	HEARTLAND BUSINESS SYSTEMS			Status Issued		
30498 793868-H		IX 100 06/13/25			1,046.12	0.00		1,046.12
		*** Payment Total			1,046.12	0.00		1,046.12
Payment Number 1212294	Payment Date 05/30/25	Vendor 19276	HENRY SCHEIN, INC			Status Issued		
19276 41210027		IX 100 06/11/25			658.35	0.00		658.35
		*** Payment Total			658.35	0.00		658.35
Payment Number 1212295	Payment Date 05/30/25	Vendor 11219	HOME DEPOT CREDIT SERVICES			Status Issued		
11219 9352556		IX 100 06/12/25			18.96	0.00		18.96
		*** Payment Total			18.96	0.00		18.96
Payment Number 1212296	Payment Date 05/30/25	Vendor 10250	JOHNSON CONTROLS			Status Issued		
10250 1-135725326899		IX 100 06/08/25			2,272.33	0.00		2,272.33
		*** Payment Total			2,272.33	0.00		2,272.33
Payment Number 1212297	Payment Date 05/30/25	Vendor 39437	KACHIROUBAS, CHRISTOPHER			Status Issued		
39437 EXP20250417		IX 100 05/23/25			43.23	0.00		43.23

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 6  
Time 12:39 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212297	Payment Date	05/30/25	Vendor	39437	KACHIROUBAS, CHRISTOPHER	Status Issued	
				***	Payment Total	43.23	0.00	43.23
Payment Number	1212298	Payment Date	05/30/25	Vendor	38506	LEONARDO-OWNBY, LAURA	Status Issued	
	38506 CIT 25-002			IX 100	05/17/25	125.00	0.00	125.00
				***	Payment Total	125.00	0.00	125.00
Payment Number	1212299	Payment Date	05/30/25	Vendor	10637	LESMA INSTRUMENT COMPANY	Status Issued	
	10637 PSI353035			IX 100	06/07/25	1,239.83	0.00	1,239.83
				***	Payment Total	1,239.83	0.00	1,239.83
Payment Number	1212300	Payment Date	05/30/25	Vendor	46216	LIU, TONY	Status Issued	
	46216 TRV20250511			IX 100	05/23/25	1,184.42	0.00	1,184.42
				***	Payment Total	1,184.42	0.00	1,184.42
Payment Number	1212301	Payment Date	05/30/25	Vendor	37793	LUETKEHANS, BRADY, GARNER &	Status Issued	
	37793 6960.4705-6			IX 100	06/12/25	360.00	0.00	360.00
				***	Payment Total	360.00	0.00	360.00
Payment Number	1212302	Payment Date	05/30/25	Vendor	46213	MAGGERISE, EVAN	Status Issued	
	46213 EXP20250501			IX 100	05/27/25	49.00	0.00	49.00
				***	Payment Total	49.00	0.00	49.00
Payment Number	1212303	Payment Date	05/30/25	Vendor	43978	MCCLATCHEY, KATIE	Status Issued	
	43978 CIT 25-002			IX 100	05/17/25	125.00	0.00	125.00
				***	Payment Total	125.00	0.00	125.00
Payment Number	1212304	Payment Date	05/30/25	Vendor	10299	MEDLINE INDUSTRIES INC	Status Issued	
	10299 1970030623			IX 100	11/12/21	51.69-	0.00	51.69-
	10299 2262437192			IX 100	05/12/23	76.25-	0.00	76.25-
	10299 2292433271			IX 100	12/02/23	253.44	0.00	253.44
	10299 2293604370			IX 100	12/09/23	186.00	0.00	186.00
				***	Payment Total	311.50	0.00	311.50
Payment Number	1212305	Payment Date	05/30/25	Vendor	10851	MENARDS - WEST CHICAGO	Status Issued	
	10851 19870			IX 100	06/12/25	12.45	0.00	12.45
	10851 20273			IX 100	06/18/25	164.49	0.00	164.49
	10851 20491			IX 100	06/21/25	34.01	0.00	34.01
				***	Payment Total	210.95	0.00	210.95
Payment Number	1212306	Payment Date	05/30/25	Vendor	13554	MHC SOFTWARE HOLDINGS &	Status Issued	
	13554 INVMH8427			IX 100	05/23/25	8,000.00	0.00	8,000.00
				***	Payment Total	8,000.00	0.00	8,000.00
Payment Number	1212307	Payment Date	05/30/25	Vendor	30614	MITCHELL, DON W	Status Issued	
	30614 TRV20250511			IX 100	05/22/25	812.19	0.00	812.19
				***	Payment Total	812.19	0.00	812.19
Payment Number	1212308	Payment Date	05/30/25	Vendor	45858	MOLZAHN, DAVID	Status Issued	

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 7  
Time 12:39 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212308	Payment Date	05/30/25	Vendor	45858	MOLZAHN, DAVID	Status	Issued
45858 002				IX 100	06/19/25	500.00	0.00	500.00
				***	Payment Total	500.00	0.00	500.00
Payment Number	1212309	Payment Date	05/30/25	Vendor	37860	MONTERREY SECURITY	Status	Issued
37860 123105				IX 100	06/09/25	21,721.76	0.00	21,721.76
37860 123199				IX 100	06/16/25	21,714.78	0.00	21,714.78
				***	Payment Total	43,436.54	0.00	43,436.54
Payment Number	1212310	Payment Date	05/30/25	Vendor	10212	NMS LABS	Status	Issued
10212 1272842				IX 100	05/30/25	7,857.00	0.00	7,857.00
				***	Payment Total	7,857.00	0.00	7,857.00
Payment Number	1212311	Payment Date	05/30/25	Vendor	37132	OCV, LLC	Status	Issued
37132 2024-2214				IX 100	06/26/25	9,995.00	0.00	9,995.00
				***	Payment Total	9,995.00	0.00	9,995.00
Payment Number	1212312	Payment Date	05/30/25	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status	Issued
39549 417415002001				IX 100	06/04/25	591.74	0.00	591.74
39549 418847268001				IX 100	06/04/25	21.57	0.00	21.57
39549 421703641001				IX 100	06/06/25	31.02	0.00	31.02
				***	Payment Total	644.33	0.00	644.33
Payment Number	1212313	Payment Date	05/30/25	Vendor	29508	OKUNSKAYA, TATIANA	Status	Issued
29508 2025 #60				IX 100	06/19/25	180.86	0.00	180.86
29508 2025 #61				IX 100	06/20/25	180.86	0.00	180.86
29508 2025 #62				IX 100	06/21/25	180.86	0.00	180.86
				***	Payment Total	542.58	0.00	542.58
Payment Number	1212314	Payment Date	05/30/25	Vendor	41407	OMEGA SIGN & LIGHTING INC.	Status	Issued
41407 250619-1				IX 100	05/27/25	269.00	0.00	269.00
				***	Payment Total	269.00	0.00	269.00
Payment Number	1212315	Payment Date	05/30/25	Vendor	10749	PARTS TOWN LLC	Status	Issued
10749 2105759442				IX 100	06/14/25	695.94	0.00	695.94
				***	Payment Total	695.94	0.00	695.94
Payment Number	1212316	Payment Date	05/30/25	Vendor	11114	PET SUPPLIES PLUS	Status	Issued
11114 273753				IX 100	06/13/25	135.92	0.00	135.92
11114 273754				IX 100	06/13/25	96.46	0.00	96.46
				***	Payment Total	232.38	0.00	232.38
Payment Number	1212317	Payment Date	05/30/25	Vendor	10048	PITNEY BOWES INC	Status	Issued
10048 1027510478				IX 100	06/21/25	861.36	0.00	861.36
10048 1027514345				IX 100	06/22/25	1,759.52	0.00	1,759.52
				***	Payment Total	2,620.88	0.00	2,620.88
Payment Number	1212318	Payment Date	05/30/25	Vendor	26264	POND, ANDREW	Status	Issued
26264 CIT 25-002				IX 100	05/17/25	125.00	0.00	125.00



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Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212318	Payment Date 05/30/25	Vendor 26264	POND, ANDREW	Status Issued				
26264 CIT 25-003		IX 100 06/18/25	125.00	0.00	125.00			
		*** Payment Total	250.00	0.00	250.00			
Payment Number 1212319	Payment Date 05/30/25	Vendor 26262	RABINOWITZ, BRIAN	Status Issued				
26262 CIT 25-003		IX 100 06/21/25	150.00	0.00	150.00			
		*** Payment Total	150.00	0.00	150.00			
Payment Number 1212320	Payment Date 05/30/25	Vendor 11145	RAY O'HERRON CO INC	Status Issued				
11145 2412374		IX 100 06/18/25	600.00	0.00	600.00			
11145 2412589		IX 100 06/19/25	519.17	0.00	519.17			
11145 2412619		IX 100 06/19/25	31.11	0.00	31.11			
11145 2412848		IX 100 06/20/25	318.71	0.00	318.71			
11145 2413075		IX 100 06/21/25	394.40	0.00	394.40			
11145 2413248		IX 100 06/22/25	95.21	0.00	95.21			
11145 2413289		IX 100 06/22/25	3,321.60	0.00	3,321.60			
11145 2413313		IX 100 06/22/25	31.62	0.00	31.62			
11145 2413373		IX 100 06/22/25	1,391.79	0.00	1,391.79			
11145 2413451		IX 100 06/23/25	28.90	0.00	28.90			
11145 2413452		IX 100 06/23/25	196.21	0.00	196.21			
11145 2413454		IX 100 06/23/25	31.44	0.00	31.44			
11145 2413636		IX 100 06/26/25	384.10	0.00	384.10			
11145 2413674		IX 100 06/26/25	122.39	0.00	122.39			
		*** Payment Total	7,466.65	0.00	7,466.65			
Payment Number 1212321	Payment Date 05/30/25	Vendor 29356	RUBIO, FALGUNI	Status Issued				
29356 4125		IX 100 05/30/25	280.00	0.00	280.00			
		*** Payment Total	280.00	0.00	280.00			
Payment Number 1212322	Payment Date 05/30/25	Vendor 38513	SCHOENHERR, CHARLES	Status Issued				
38513 CIT 25-003		IX 100 06/21/25	125.00	0.00	125.00			
		*** Payment Total	125.00	0.00	125.00			
Payment Number 1212323	Payment Date 05/30/25	Vendor 26479	SHERIFF ADMINISTRATIVE ACCOUNT	Status Issued				
26479 CK10177		IX 100 06/21/25	95.00	0.00	95.00			
		*** Payment Total	95.00	0.00	95.00			
Payment Number 1212324	Payment Date 05/30/25	Vendor 14389	SHI INTERNATIONAL CORP	Status Issued				
14389 B19213768A		IX 100 01/30/25	.01	0.00	.01			
		*** Payment Total	.01	0.00	.01			
Payment Number 1212325	Payment Date 05/30/25	Vendor 27620	SIDDIQA, ASRA	Status Issued				
27620 00049		IX 100 06/21/25	1,499.00	0.00	1,499.00			
		*** Payment Total	1,499.00	0.00	1,499.00			
Payment Number 1212326	Payment Date 05/30/25	Vendor 11255	SOLID WASTE ASSOCIATION OF	Status Issued				
11255 1101050		IX 100 06/13/25	223.12	0.00	223.12			
		*** Payment Total	223.12	0.00	223.12			

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212327	Payment Date 05/30/25	Vendor 10643	SOUTH SIDE CONTROL SUPPLY CO	Status Issued				
10643 S101021504.001		IX 100 05/31/25	83.47	0.00		83.47		
		*** Payment Total	83.47	0.00		83.47		
Payment Number 1212328	Payment Date 05/30/25	Vendor 40928	STREICHER'S, INC.	Status Issued				
40928 I1761847		IX 100 06/13/25	318.00	0.00		318.00		
40928 I1761849		IX 100 06/13/25	318.00	0.00		318.00		
40928 I1761851		IX 100 06/13/25	318.00	0.00		318.00		
40928 I1761852		IX 100 06/13/25	318.00	0.00		318.00		
40928 I1761854		IX 100 06/13/25	318.00	0.00		318.00		
40928 I1761855		IX 100 06/13/25	318.00	0.00		318.00		
		*** Payment Total	1,908.00	0.00		1,908.00		
Payment Number 1212329	Payment Date 05/30/25	Vendor 37322	SZELUGA, TODD	Status Issued				
37322 TRV20250427		IX 100 05/27/25	1,266.27	0.00		1,266.27		
		*** Payment Total	1,266.27	0.00		1,266.27		
Payment Number 1212330	Payment Date 05/30/25	Vendor 29851	TECHNOLOGY MANAGEMENT REV FUND	Status Issued				
29851 T2523984		IX 100 06/18/25	761.05	0.00		761.05		
		*** Payment Total	761.05	0.00		761.05		
Payment Number 1212331	Payment Date 05/30/25	Vendor 13762	THE BLUE LINE	Status Issued				
13762 47612		IX 100 05/18/25	1,394.00	0.00		1,394.00		
13762 47613		IX 100 05/18/25	596.00	0.00		596.00		
		*** Payment Total	1,990.00	0.00		1,990.00		
Payment Number 1212332	Payment Date 05/30/25	Vendor 10180	TRANE US INC	Status Issued				
10180 315369048		IX 100 06/02/25	10,883.83	0.00		10,883.83		
		*** Payment Total	10,883.83	0.00		10,883.83		
Payment Number 1212333	Payment Date 05/30/25	Vendor 12273	UNITED RADIO COMMUNICATIONS	Status Issued				
12273 103013455-1		IX 100 06/14/25	542.00	0.00		542.00		
		*** Payment Total	542.00	0.00		542.00		
Payment Number 1212334	Payment Date 05/30/25	Vendor 11201	UNITED STATES POSTAL SERVICE	Status Issued				
11201 34855593 033125 MERIT		IX 100 04/30/25	9.66	0.00		9.66		
11201 34855593 043025 MERIT		IX 100 05/30/25	23.62	0.00		23.62		
11201 34855593 043025 SHRF		IX 100 05/30/25	690.09	0.00		690.09		
		*** Payment Total	723.37	0.00		723.37		
Payment Number 1212335	Payment Date 05/30/25	Vendor 10228	VILLAGE OF GLENDALE HEIGHTS -	Status Issued				
10228 2025		IX 100 06/04/25	650.00	0.00		650.00		
		*** Payment Total	650.00	0.00		650.00		
Payment Number 1212336	Payment Date 05/30/25	Vendor 10989	WATER ONE	Status Issued				
10989 36467TO		IX 100 06/05/25	82.25	0.00		82.25		
		*** Payment Total	82.25	0.00		82.25		
Payment Number 1212337	Payment Date 05/30/25	Vendor 13348	ZOHO CORPORATION	Status Issued				

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212337	Payment Date	05/30/25	Vendor	13348	ZOHO CORPORATION	Status	Issued
13348	50100600066			IX	100 06/09/25	1,487.50	0.00	1,487.50
		***	Payment Total			1,487.50	0.00	1,487.50
		***	Payment Code CHK Total			242,256.99	0.00	242,256.99
			Payment Count			72		
		***	Cash Code 1414 Total			286,404.92	0.00	286,404.92
			Payment Count			85		
		***	Pay Group 1000 USD Total			286,404.92	0.00	286,404.92
			Payment Count			85		

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JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 2

Pay Group: 1100

Cash Code: 1414

Class C Accounts Payable

Payment Date: 053025 - 053025  
Payment Numbers: -  
Payment Code:

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Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 12405 J004005	535403	Payment Date 05/30/25	Vendor 12405			AMBER MECHANICAL CONTRACTORS	Status Issued	
			IX 105	05/30/25		233,034.98	0.00	233,034.98
			***	Payment Total		233,034.98	0.00	233,034.98
Payment Number 13083 2-ST JOSEPH A-B	535404	Payment Date 05/30/25	Vendor 13083			COPENHAVER CONSTRUCTION INC	Status Issued	
			IX 105	06/20/25		695,128.50	0.00	695,128.50
			***	Payment Total		695,128.50	0.00	695,128.50
Payment Number 21914 21.037 D24	535405	Payment Date 05/30/25	Vendor 21914			RWE MANAGEMENT COMPANY	Status Issued	
			IX 105	04/30/25		13,363.18	0.00	13,363.18
			***	Payment Total		13,363.18	0.00	13,363.18
Payment Number 44522 6552986	535406	Payment Date 05/30/25	Vendor 44522			TOSHIBA AMERICA BUSINESS	Status Issued	
			IX 170	06/01/25		515.22	0.00	515.22
			***	Payment Total		515.22	0.00	515.22
Payment Number 26311 220034-27	535407	Payment Date 05/30/25	Vendor 26311			WIGHT CONSTRUCTION SERVICES	Status Issued	
			IX 105	04/30/25		193,526.16	0.00	193,526.16
			***	Payment Total		193,526.16	0.00	193,526.16
			***	Payment Code ACH Total		1,135,568.04	0.00	1,135,568.04
				Payment Count		5		

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Payment Code CHK

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Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212338	Payment Date 05/30/25	Vendor 38898	A & B EXTERIORS LLC	Status Issued				
38898 RES-RRR-25-000624		IX 170 05/27/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212339	Payment Date 05/30/25	Vendor 16812	A + HOME REMODELING	Status Issued				
16812 RES-RRR-25-000593		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212340	Payment Date 05/30/25	Vendor 39274	A&D EXTERIOR IMPROVEMENTS	Status Issued				
39274 RES-RRR-25-000721		IX 170 05/27/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212341	Payment Date 05/30/25	Vendor 21744	ABC PLUMBING HEATING COOLING	Status Issued				
21744 RES-RRR-24-003412		IX 170 06/26/25	100.00	0.00	100.00			
21744 RES-RRR-25-000334		IX 170 06/26/25	100.00	0.00	100.00			
21744 RES-RRR-25-001016		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	300.00	0.00	300.00			
Payment Number 1212342	Payment Date 05/30/25	Vendor 45158	AK ROOFING & GUTTERS	Status Issued				
45158 RES-RRR-25-000975		IX 170 05/27/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212343	Payment Date 05/30/25	Vendor 29499	ALLIANCE DISASTER KLEENUP	Status Issued				
29499 RES-RRR-25-000763		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212344	Payment Date 05/30/25	Vendor 14893	AMERICAN RESIDENTIAL SVCS LLC	Status Issued				
14893 RES-RRR-24-003570		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212345	Payment Date 05/30/25	Vendor 32641	ASI CONSTRUCTION INC	Status Issued				
32641 RES-RRR-25-000431		IX 170 05/27/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212346	Payment Date 05/30/25	Vendor 10009	AT&T MOBILITY	Status Issued				
10009 287352264504X05082025		IX 105 05/30/25	44.76	0.00	44.76			
		*** Payment Total	44.76	0.00	44.76			
Payment Number 1212347	Payment Date 05/30/25	Vendor 40277	BROWN, MARGARET J	Status Issued				
40277 RES-DEM-24-003868		IX 170 05/27/25	250.00	0.00	250.00			
		*** Payment Total	250.00	0.00	250.00			
Payment Number 1212348	Payment Date 05/30/25	Vendor 14740	BRUSS LANDSCAPING INC	Status Issued				
14740 RES-ACC-24-003243		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212349	Payment Date 05/30/25	Vendor 11488	BUSINESS SOURCES INC	Status Issued				
11488 404555		IX 140 05/31/25	382.00	0.00	382.00			

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212349	Payment Date	05/30/25	Vendor	11488	BUSINESS SOURCES INC	Status Issued	
				***	Payment Total	382.00	0.00	382.00
Payment Number	1212350	Payment Date	05/30/25	Vendor	13086	CANTIGNY FOUNDATION	Status Issued	
	13086 COM-ALT-25-000138			IX 170	06/26/25	200.00	0.00	200.00
				***	Payment Total	200.00	0.00	200.00
Payment Number	1212351	Payment Date	05/30/25	Vendor	39918	COVETRUS NORTH AMERICA	Status Issued	
	39918 DN30487			IX 120	06/06/25	87.42	0.00	87.42
	39918 DN56819			IX 120	06/08/25	1,469.70	0.00	1,469.70
	39918 DP11478			IX 120	06/14/25	113.37	0.00	113.37
	39918 DP29990			IX 120	06/15/25	664.80	0.00	664.80
	39918 DP56518			IX 120	06/19/25	218.74	0.00	218.74
	39918 DP56564			IX 120	06/19/25	295.72	0.00	295.72
	39918 DP59385			IX 120	06/19/25	341.41	0.00	341.41
				***	Payment Total	3,191.16	0.00	3,191.16
Payment Number	1212352	Payment Date	05/30/25	Vendor	43715	CRAIG'S STRONG TOWER CONSTRUCT	Status Issued	
	43715 RES-ACC-24-001223			IX 170	05/27/25	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1212353	Payment Date	05/30/25	Vendor	24242	DANIELS HOME REMODELING CO	Status Issued	
	24242 RES-RRR-25-000883			IX 170	06/26/25	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1212354	Payment Date	05/30/25	Vendor	29215	DEL MAR BUILDERS	Status Issued	
	29215 RES-ALT-22-003952			IX 170	06/26/25	2,000.00	0.00	2,000.00
				***	Payment Total	2,000.00	0.00	2,000.00
Payment Number	1212355	Payment Date	05/30/25	Vendor	23974	DOYLE BRICK PAVING CO	Status Issued	
	23974 RES-ACC-24-003700			IX 170	06/26/25	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1212356	Payment Date	05/30/25	Vendor	19706	DPC REGIONAL OFFICE OF EDUCATN	Status Issued	
	19706 79804518			IX 105	05/30/25	8,024.07	0.00	8,024.07
				***	Payment Total	8,024.07	0.00	8,024.07
Payment Number	1212357	Payment Date	05/30/25	Vendor	15245	DRF TRUSTED PROPERTY SOLUTIONS	Status Issued	
	15245 RES-RRR-25-000021			IX 170	06/26/25	100.00	0.00	100.00
	15245 RES-RRR-25-000117			IX 170	06/26/25	100.00	0.00	100.00
	15245 RES-RRR-25-000801			IX 170	06/26/25	100.00	0.00	100.00
				***	Payment Total	300.00	0.00	300.00
Payment Number	1212358	Payment Date	05/30/25	Vendor	29746	DUPAGE CONSTRUCTION LLC	Status Issued	
	29746 RES-RRR-25-000834			IX 170	06/26/25	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1212359	Payment Date	05/30/25	Vendor	19161	DUPAGE COUNTY HEALTH	Status Issued	
	19161 132_COVID-FY2025			IX 105	06/18/25	2,829.00	0.00	2,829.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212359	Payment Date 05/30/25	Vendor 19161	DUPAGE COUNTY HEALTH	Status Issued				
19161 133_COVID-FY2025		IX 105 06/18/25	1,520,752.01	0.00	1,520,752.01			
		*** Payment Total	1,523,581.01	0.00	1,523,581.01			
Payment Number 1212360	Payment Date 05/30/25	Vendor 23252	ERDMANN EXTERIOR DESIGN LTD	Status Issued				
23252 RES-RRR-24-004031		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212361	Payment Date 05/30/25	Vendor 15144	FEINBERG, DAN	Status Issued				
15144 RES-RRR-25-000710		IX 170 06/26/25	100.00	0.00	100.00			
15144 RES-RRR-25-001040		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	200.00	0.00	200.00			
Payment Number 1212362	Payment Date 05/30/25	Vendor 29548	FIRST HOME IMPROVEMENT INC	Status Issued				
29548 RES-RRR-24-003055		IX 170 06/26/25	100.00	0.00	100.00			
29548 RES-RRR-24-003071		IX 170 06/26/25	100.00	0.00	100.00			
29548 RES-RRR-24-003978		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	300.00	0.00	300.00			
Payment Number 1212363	Payment Date 05/30/25	Vendor 27240	FORTIS GROUND WERKS INC	Status Issued				
27240 RES-ACC-24-003533		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212364	Payment Date 05/30/25	Vendor 43449	FREEDOM FENCE COMPANY LLC	Status Issued				
43449 RES-ACC-25-000534		IX 170 05/27/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212365	Payment Date 05/30/25	Vendor 23926	FTC OURY GROUP LLC	Status Issued				
23926 RES-RRR-25-000190		IX 170 06/26/25	100.00	0.00	100.00			
23926 RES-RRR-25-000482		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	200.00	0.00	200.00			
Payment Number 1212366	Payment Date 05/30/25	Vendor 16551	G-CAT CONSTRUCTION CO	Status Issued				
16551 RES-ACC-24-003599		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1212367	Payment Date 05/30/25	Vendor 45443	GEORGIOU, MICHELLE	Status Issued				
45443 RES-ACC-24-003096		IX 170 05/27/25	200.00	0.00	200.00			
		*** Payment Total	200.00	0.00	200.00			
Payment Number 1212368	Payment Date 05/30/25	Vendor 29312	GO PERMITS LLC	Status Issued				
29312 RES-RRR-24-003954		IX 170 06/26/25	100.00	0.00	100.00			
29312 RES-RRR-25-000779		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	200.00	0.00	200.00			
Payment Number 1212369	Payment Date 05/30/25	Vendor 14899	HAYNES ELECTRIC INC	Status Issued				
14899 RES-ELC-25-000722		IX 170 06/26/25	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			



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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212370	Payment Date 05/30/25	Vendor 16110				HIGH STANDARD SERVICES	Status Issued	
16110 RES-ACC-25-000403		IX 170 06/26/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212371	Payment Date 05/30/25	Vendor 27085				HINSDALE NURSERIES INC	Status Issued	
27085 RES-ACC-25-000261		IX 170 06/26/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212372	Payment Date 05/30/25	Vendor 17074				HOUSETOP CONSTRUCTION LLC	Status Issued	
17074 RES-RRR-24-003720		IX 170 06/26/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212373	Payment Date 05/30/25	Vendor 44922				JAROG, JAMES	Status Issued	
44922 MIL20250508		IX 170 05/28/25				18.62	0.00	18.62
		*** Payment Total				18.62	0.00	18.62
Payment Number 1212374	Payment Date 05/30/25	Vendor 15109				JARVIS EXTERIORS INC	Status Issued	
15109 RES-RRR-25-000871		IX 170 06/26/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212375	Payment Date 05/30/25	Vendor 31512				JIMMY'S QUALITY ROOFING INC	Status Issued	
31512 RES-RRR-25-000562		IX 170 05/27/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212376	Payment Date 05/30/25	Vendor 32056				KARSTENS, THOMAS J	Status Issued	
32056 RES-ACC-24-003279		IX 170 05/27/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212377	Payment Date 05/30/25	Vendor 18753				KARTHOLL, ROBERT	Status Issued	
18753 MIL20250416		IX 170 06/27/25				101.50	0.00	101.50
		*** Payment Total				101.50	0.00	101.50
Payment Number 1212378	Payment Date 05/30/25	Vendor 46016				KM CONSTRUCTION GROUP	Status Issued	
46016 RES-ALT-25-000004		IX 170 05/27/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212379	Payment Date 05/30/25	Vendor 18676				LECAROS, KRISTIE	Status Issued	
18676 EXP20250522		IX 120 06/21/25				102.25	0.00	102.25
		*** Payment Total				102.25	0.00	102.25
Payment Number 1212380	Payment Date 05/30/25	Vendor 15034				MACH 1 INC	Status Issued	
15034 RES-ACC-24-003051		IX 170 06/26/25				200.00	0.00	200.00
		*** Payment Total				200.00	0.00	200.00
Payment Number 1212381	Payment Date 05/30/25	Vendor 39021				MATTHEW CONSTRUCTION SERVICES	Status Issued	
39021 RES-RRR-25-000697		IX 170 05/28/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212382	Payment Date 05/30/25	Vendor 45888				MCNAUGHTON BROTHERS	Status Issued	

# Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212382	Payment Date 05/30/25	Vendor 45888	MCNAUGHTON BROTHERS	Status Issued				
45888 RES-ALT-25-000087		IX 170 05/28/25	100.00	0.00		100.00		
		*** Payment Total	100.00	0.00		100.00		
Payment Number 1212383	Payment Date 05/30/25	Vendor 32531	MOMKUS, LLC	Status Issued				
32531 222995		IX 102 06/11/25	1,200.50	0.00		1,200.50		
		*** Payment Total	1,200.50	0.00		1,200.50		
Payment Number 1212384	Payment Date 05/30/25	Vendor 23008	MORAN, DENNIS	Status Issued				
23008 MIL20250508		IX 170 05/28/25	13.44	0.00		13.44		
		*** Payment Total	13.44	0.00		13.44		
Payment Number 1212385	Payment Date 05/30/25	Vendor 30842	NEW RESTORATION SYSTEM LLC	Status Issued				
30842 RES-RRR-24-003466		IX 170 05/28/25	100.00	0.00		100.00		
30842 RES-RRR-24-003906		IX 170 05/28/25	100.00	0.00		100.00		
30842 RES-RRR-25-000560		IX 170 05/28/25	100.00	0.00		100.00		
		*** Payment Total	300.00	0.00		300.00		
Payment Number 1212386	Payment Date 05/30/25	Vendor 36255	O'HAGAN MEYER LLC	Status Issued				
36255 603383		IX 102 05/30/25	3,288.00	0.00		3,288.00		
		*** Payment Total	3,288.00	0.00		3,288.00		
Payment Number 1212387	Payment Date 05/30/25	Vendor 39549	ODP BUSINESS SOLUTIONS, LLC	Status Issued				
39549 422894655001		IX 170 06/05/25	44.97	0.00		44.97		
39549 424041443001		IX 170 06/13/25	99.36	0.00		99.36		
		*** Payment Total	144.33	0.00		144.33		
Payment Number 1212388	Payment Date 05/30/25	Vendor 10369	PADDOCK PUBLICATIONS INC	Status Issued				
10369 336120		IX 170 06/18/25	115.00	0.00		115.00		
		*** Payment Total	115.00	0.00		115.00		
Payment Number 1212389	Payment Date 05/30/25	Vendor 36159	PATSY, CHRISTOPHER	Status Issued				
36159 RES-ACC-24-003496		IX 170 05/28/25	200.00	0.00		200.00		
		*** Payment Total	200.00	0.00		200.00		
Payment Number 1212390	Payment Date 05/30/25	Vendor 37214	PLATINUM DECKING LLC	Status Issued				
37214 RES-ACC-24-004064		IX 170 05/28/25	100.00	0.00		100.00		
		*** Payment Total	100.00	0.00		100.00		
Payment Number 1212391	Payment Date 05/30/25	Vendor 27255	PRESIDENTIAL CONSTRUCTION &	Status Issued				
27255 RES-RRR-25-000523		IX 170 06/26/25	100.00	0.00		100.00		
		*** Payment Total	100.00	0.00		100.00		
Payment Number 1212392	Payment Date 05/30/25	Vendor 41039	RAHMAN, ZAIN	Status Issued				
41039 MIL20250508		IX 170 05/28/25	26.32	0.00		26.32		
		*** Payment Total	26.32	0.00		26.32		
Payment Number 1212393	Payment Date 05/30/25	Vendor 15356	RENEWAL BY ANDERSEN	Status Issued				
15356 RES-RRR-24-003561		IX 170 05/28/25	100.00	0.00		100.00		

# Bank Account Payment History

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Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212393	Payment Date	05/30/25	Vendor	15356	RENEWAL BY ANDERSEN	Status	Issued
15356	RES-RRR-25-000097		IX 170	06/26/25		100.00	0.00	100.00
15356	RES-RRR-25-000771		IX 170	06/26/25		100.00	0.00	100.00
15356	RES-RRR-25-000949		IX 170	06/26/25		100.00	0.00	100.00
			***	Payment Total		400.00	0.00	400.00
Payment Number	1212394	Payment Date	05/30/25	Vendor	36313	REVIVE YOUR LAWN	Status	Issued
36313	RES-ALT-25-000466		IX 170	05/28/25		100.00	0.00	100.00
			***	Payment Total		100.00	0.00	100.00
Payment Number	1212395	Payment Date	05/30/25	Vendor	39453	REVIZE LLC	Status	Issued
39453	20977		IX 105	06/20/25		16,500.00	0.00	16,500.00
			***	Payment Total		16,500.00	0.00	16,500.00
Payment Number	1212396	Payment Date	05/30/25	Vendor	39447	ROBBINS SCHWARTZ, LTD	Status	Issued
39447	1013796		IX 102	05/22/25		4,437.50	0.00	4,437.50
			***	Payment Total		4,437.50	0.00	4,437.50
Payment Number	1212397	Payment Date	05/30/25	Vendor	29452	SCHULTZ, CARL	Status	Issued
29452	MIL20250508		IX 170	05/28/25		13.16	0.00	13.16
			***	Payment Total		13.16	0.00	13.16
Payment Number	1212398	Payment Date	05/30/25	Vendor	43817	SHANG, DAVID	Status	Issued
43817	RES-ACC-23-002968		IX 170	05/28/25		200.00	0.00	200.00
			***	Payment Total		200.00	0.00	200.00
Payment Number	1212399	Payment Date	05/30/25	Vendor	44905	STANGEL, SARA	Status	Issued
44905	RES-ACC-24-003829		IX 170	05/28/25		100.00	0.00	100.00
			***	Payment Total		100.00	0.00	100.00
Payment Number	1212400	Payment Date	05/30/25	Vendor	29198	THE 123 FENCE COMPANY	Status	Issued
29198	RES-ACC-25-000819		IX 170	06/26/25		100.00	0.00	100.00
29198	RES-ACC-25-000820		IX 170	06/26/25		100.00	0.00	100.00
			***	Payment Total		200.00	0.00	200.00
Payment Number	1212401	Payment Date	05/30/25	Vendor	15559	THERMALCRAFT INC	Status	Issued
15559	RES-RRR-25-000845		IX 170	06/26/25		100.00	0.00	100.00
			***	Payment Total		100.00	0.00	100.00
Payment Number	1212402	Payment Date	05/30/25	Vendor	16366	TIMBERBUILT INC	Status	Issued
16366	RES-ADD-24-002598		IX 170	06/26/25		400.00	0.00	400.00
			***	Payment Total		400.00	0.00	400.00
Payment Number	1212403	Payment Date	05/30/25	Vendor	43541	TOP RAIL FENCE NAPERVILLE	Status	Issued
43541	RES-ACC-25-000768		IX 170	05/28/25		100.00	0.00	100.00
			***	Payment Total		100.00	0.00	100.00
Payment Number	1212404	Payment Date	05/30/25	Vendor	10166	TREE TOWNS IMAGING & COLOR	Status	Issued
10166	0000318570		IX 140	05/28/25		30.00	0.00	30.00

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 8  
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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212404	Payment Date 05/30/25	Vendor 10166				TREE TOWNS IMAGING & COLOR	Status Issued	
10166 0000318827		IX 140 06/12/25				568.42	0.00	568.42
		*** Payment Total				598.42	0.00	598.42
Payment Number 1212405	Payment Date 05/30/25	Vendor 32260				TRON SOLAR LLC	Status Issued	
32260 RES-SOLAR-25-000592		IX 170 05/28/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212406	Payment Date 05/30/25	Vendor 16305				ULTIMATE REMODELERS INC	Status Issued	
16305 RES-RRR-25-000906		IX 170 06/26/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212407	Payment Date 05/30/25	Vendor 43964				WEISS, MARK	Status Issued	
43964 RES-DEM-25-000607		IX 170 05/28/25				250.00	0.00	250.00
		*** Payment Total				250.00	0.00	250.00
Payment Number 1212408	Payment Date 05/30/25	Vendor 15133				WESTERN DUPAGE LANDSCAPING INC	Status Issued	
15133 RES-ACC-25-000106		IX 170 06/26/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212409	Payment Date 05/30/25	Vendor 15070				WESTERN IRRIGATION INC	Status Issued	
15070 RES-ACC-25-000642		IX 170 06/26/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212410	Payment Date 05/30/25	Vendor 16957				WINDOW WORKS	Status Issued	
16957 RES-RRR-25-000314		IX 170 06/26/25				100.00	0.00	100.00
		*** Payment Total				100.00	0.00	100.00
Payment Number 1212411	Payment Date 05/30/25	Vendor 41790				WSP USA BUILDINGS INC. - JPM	Status Issued	
41790 40168497-13		IX 105 04/23/25				18,590.00	0.00	18,590.00
		*** Payment Total				18,590.00	0.00	18,590.00
		*** Payment Code CHK Total				1,590,372.04	0.00	1,590,372.04
		Payment Count				74		
		*** Cash Code 1414 Total				2,725,940.08	0.00	2,725,940.08
		Payment Count				79		
		*** Pay Group 1100 USD Total				2,725,940.08	0.00	2,725,940.08
		Payment Count				79		

# Bank Account Payment History

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AP255 Date: 05/30/25  
Time: 12:39

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 3

Pay Group: 1200

Cash Code: 1414

Class C Accounts Payable

Payment Date: 053025 - 053025  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1  
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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535408	Payment Date	05/30/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	166C-D1GQ-R1T7		IX 100	06/21/25		79.80	0.00	79.80
26753	1JR6-41TD-6JDK		IX 100	06/26/25		124.98	0.00	124.98
26753	1WXV-FK3Q-P4J4		IX 100	06/21/25		31.83	0.00	31.83
			***	Payment Total		236.61	0.00	236.61
Payment Number	535409	Payment Date	05/30/25	Vendor	12992	JDF SERVICES INC	Status	Issued
12992	IVC00000009403596		IX 100	06/17/25		3,160.50	0.00	3,160.50
			***	Payment Total		3,160.50	0.00	3,160.50
Payment Number	535410	Payment Date	05/30/25	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667	AE1A84Z		IX 100	06/06/25		2,914.71	0.00	2,914.71
			***	Payment Total		2,914.71	0.00	2,914.71
Payment Number	535411	Payment Date	05/30/25	Vendor	41373	EQUIPMENT INTERNATIONAL LTD.	Status	Issued
41373	0021221-IN		IX 100	04/30/25		120.22	0.00	120.22
41373	0022040-IN		IX 100	06/11/25		1,051.00	0.00	1,051.00
			***	Payment Total		1,171.22	0.00	1,171.22
Payment Number	535412	Payment Date	05/30/25	Vendor	37419	NOVASTAFF HEALTHCARE SERVICES	Status	Issued
37419	NS65039		IX 100	06/21/25		7,761.50	0.00	7,761.50
37419	NS65050		IX 100	06/28/25		9,766.00	0.00	9,766.00
			***	Payment Total		17,527.50	0.00	17,527.50
Payment Number	535413	Payment Date	05/30/25	Vendor	44522	TOSHIBA AMERICA BUSINESS	Status	Issued
44522	6552950		IX 100	06/01/25		2,557.75	0.00	2,557.75
			***	Payment Total		2,557.75	0.00	2,557.75
			***	Payment Code ACH Total		27,568.29	0.00	27,568.29
				Payment Count		6		

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 2  
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Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212412	Payment Date 05/30/25	Vendor 12267	ACTIVITY CONNECTION	Status Issued				
12267 AC133620		IX 100 06/20/25	190.95	0.00		190.95		
		*** Payment Total	190.95	0.00		190.95		
Payment Number 1212413	Payment Date 05/30/25	Vendor 10056	ALCO SALES & SERVICE CO.	Status Issued				
10056 2983647-IN		IX 100 06/15/25	3,934.20	0.00		3,934.20		
		*** Payment Total	3,934.20	0.00		3,934.20		
Payment Number 1212414	Payment Date 05/30/25	Vendor 32801	ALTIIUM HEALTHCARE	Status Issued				
32801 74228082 RI		IX 100 06/12/25	115.46	0.00		115.46		
32801 74228999 RI		IX 100 06/13/25	82.43	0.00		82.43		
		*** Payment Total	197.89	0.00		197.89		
Payment Number 1212415	Payment Date 05/30/25	Vendor 24540	ARXIUM, INC.	Status Issued				
24540 40019467		IX 100 06/08/25	4,866.84	0.00		4,866.84		
		*** Payment Total	4,866.84	0.00		4,866.84		
Payment Number 1212416	Payment Date 05/30/25	Vendor 10008	AT&T	Status Issued				
10008 630665656305 2025		IX 100 06/03/25	437.58	0.00		437.58		
		*** Payment Total	437.58	0.00		437.58		
Payment Number 1212417	Payment Date 05/30/25	Vendor 10009	AT&T MOBILITY	Status Issued				
10009 287310519682X05082025		IX 100 05/30/25	1,303.34	0.00		1,303.34		
		*** Payment Total	1,303.34	0.00		1,303.34		
Payment Number 1212418	Payment Date 05/30/25	Vendor 27908	C.A. SHORT COMPANY	Status Issued				
27908 2563053		IX 100 04/13/25	67.00	0.00		67.00		
		*** Payment Total	67.00	0.00		67.00		
Payment Number 1212419	Payment Date 05/30/25	Vendor 26602	CARDINAL HEALTH 110, LLC	Status Issued				
26602 7419182627		IX 100 05/25/25	4.90	0.00		4.90		
26602 7419182629		IX 100 05/25/25	4.90	0.00		4.90		
26602 7419182637		IX 100 05/25/25	25.18	0.00		25.18		
26602 7421927192		IX 100 06/15/25	2,132.32	0.00		2,132.32		
26602 7421927193		IX 100 06/15/25	4,213.50	0.00		4,213.50		
26602 7421927194		IX 100 06/15/25	8.28	0.00		8.28		
26602 7422172660		IX 100 06/18/25	1,493.80	0.00		1,493.80		
26602 7422172661		IX 100 06/18/25	839.33	0.00		839.33		
26602 7422172662		IX 100 06/18/25	2.34	0.00		2.34		
26602 7422172663		IX 100 06/18/25	35.25	0.00		35.25		
26602 7422357863		IX 100 06/19/25	222.49	0.00		222.49		
26602 7422357864		IX 100 06/19/25	7.31	0.00		7.31		
26602 7422357875		IX 100 06/19/25	872.98	0.00		872.98		
26602 7422357876		IX 100 06/19/25	3,029.66	0.00		3,029.66		
26602 7422522755		IX 100 06/20/25	798.18	0.00		798.18		
26602 7422522756		IX 100 06/20/25	977.20	0.00		977.20		
26602 7422522765		IX 100 06/20/25	21.54	0.00		21.54		
26602 7422522766		IX 100 06/20/25	34.13	0.00		34.13		
26602 7422709561		IX 100 06/21/25	1,546.19	0.00		1,546.19		

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3  
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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212419	Payment Date 05/30/25	Vendor 26602	CARDINAL HEALTH 110, LLC	Status Issued				
26602 7422709562		IX 100 06/21/25	3,720.46	0.00			3,720.46	
26602 7422709563		IX 100 06/21/25	9.70	0.00			9.70	
26602 7422709564		IX 100 06/21/25	2.83	0.00			2.83	
*** Payment Total			20,002.47	0.00			20,002.47	
Payment Number 1212420	Payment Date 05/30/25	Vendor 10074	CITY OF WHEATON	Status Issued				
10074 0034110100 051525		IX 100 06/14/25	6,224.80	0.00			6,224.80	
*** Payment Total			6,224.80	0.00			6,224.80	
Payment Number 1212421	Payment Date 05/30/25	Vendor 19875	ELMHURST OCCUPATIONAL HEALTH	Status Issued				
19875 00201397-00C		IX 100 05/30/25	462.00	0.00			462.00	
*** Payment Total			462.00	0.00			462.00	
Payment Number 1212422	Payment Date 05/30/25	Vendor 12987	INOVALON PROVIDER, INC.	Status Issued				
12987 25M-0068761		IX 100 06/21/25	81.03	0.00			81.03	
*** Payment Total			81.03	0.00			81.03	
Payment Number 1212423	Payment Date 05/30/25	Vendor 30801	MCKESSON MEDICAL - SURGICAL	Status Issued				
30801 23755387		IX 100 06/11/25	3,475.18	0.00			3,475.18	
30801 23757290		IX 100 06/11/25	79.26	0.00			79.26	
30801 23768940		IX 100 06/13/25	848.43	0.00			848.43	
30801 23798815		IX 100 06/20/25	6,802.64	0.00			6,802.64	
*** Payment Total			11,205.51	0.00			11,205.51	
Payment Number 1212424	Payment Date 05/30/25	Vendor 10299	MEDLINE INDUSTRIES INC	Status Issued				
10299 2371227617		IX 100 06/16/25	1,046.74	0.00			1,046.74	
*** Payment Total			1,046.74	0.00			1,046.74	
Payment Number 1212425	Payment Date 05/30/25	Vendor 46244	MERITCORP GROUP LLC	Status Issued				
46244 2025-748		IX 100 06/20/25	3,800.00	0.00			3,800.00	
*** Payment Total			3,800.00	0.00			3,800.00	
Payment Number 1212426	Payment Date 05/30/25	Vendor 39549	ODP BUSINESS SOLUTIONS, LLC	Status Issued				
39549 420814261001		IX 100 05/24/25	60.38	0.00			60.38	
39549 421116427001		IX 100 05/23/25	40.13	0.00			40.13	
39549 421117157001		IX 100 06/04/25	191.90	0.00			191.90	
39549 421118417001		IX 100 05/22/25	16.10	0.00			16.10	
39549 424152102001		IX 100 06/13/25	48.32	0.00			48.32	
*** Payment Total			356.83	0.00			356.83	
Payment Number 1212427	Payment Date 05/30/25	Vendor 46217	RINKER'S INSTALLATION SERVICES	Status Issued				
46217 99657		IX 100 05/30/25	1,487.00	0.00			1,487.00	
*** Payment Total			1,487.00	0.00			1,487.00	
Payment Number 1212428	Payment Date 05/30/25	Vendor 24139	ROSENWINKEL, CINDA	Status Issued				
24139 EXP20250517		IX 100 05/28/25	50.00	0.00			50.00	
*** Payment Total			50.00	0.00			50.00	



# Bank Account Payment History

AP255 Date 05/30/25  
Time 12:40

Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD  
Bank Account Payment History

Page 4

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212429	Payment Date	05/30/25	Vendor	10555	SYSKO FOOD SERVICES-CHICAGO	Status	Issued
10555	824353382		IX	100	06/18/25	152.62	0.00	152.62
10555	824353383		IX	100	06/18/25	118.69	0.00	118.69
10555	824353384		IX	100	06/18/25	1,919.55	0.00	1,919.55
10555	824353385		IX	100	06/18/25	242.35	0.00	242.35
10555	824353386		IX	100	06/18/25	160.89	0.00	160.89
10555	824353387		IX	100	06/18/25	491.71	0.00	491.71
10555	824353388		IX	100	06/18/25	28.90	0.00	28.90
10555	824353389		IX	100	06/18/25	130.80	0.00	130.80
10555	824361503		IX	100	06/21/25	92.32	0.00	92.32
10555	824361505		IX	100	06/21/25	3,476.33	0.00	3,476.33
10555	824361506		IX	100	06/21/25	3,122.07	0.00	3,122.07
10555	824361507		IX	100	06/21/25	4,424.19	0.00	4,424.19
10555	824361508		IX	100	06/21/25	177.42	0.00	177.42
10555	824361509		IX	100	06/21/25	174.95	0.00	174.95
10555	824361510		IX	100	06/21/25	90.59	0.00	90.59
10555	824361511		IX	100	06/21/25	275.34	0.00	275.34
10555	824361512		IX	100	06/21/25	1,071.97	0.00	1,071.97
10555	824361513		IX	100	06/21/25	32.09	0.00	32.09
10555	824371760		IX	100	06/25/25	2,471.53	0.00	2,471.53
10555	824371766		IX	100	06/25/25	4,320.78	0.00	4,320.78
10555	824378325		IX	100	06/28/25	37.29	0.00	37.29
10555	824378326		IX	100	06/28/25	3,375.63	0.00	3,375.63
10555	824378327		IX	100	06/28/25	4,227.77	0.00	4,227.77
*** Payment Total						30,615.78	0.00	30,615.78
Payment Number	1212430	Payment Date	05/30/25	Vendor	29088	THE AMERICAN BOTTLING COMPANY	Status	Issued
29088	4670502070		IX	100	06/01/25	607.00	0.00	607.00
29088	4670502073		IX	100	06/01/25	539.00	0.00	539.00
*** Payment Total						1,146.00	0.00	1,146.00
Payment Number	1212431	Payment Date	05/30/25	Vendor	30141	WELLSKY	Status	Issued
30141	INV-248194		IX	100	05/23/25	262.38	0.00	262.38
30141	INV-248469		IX	100	05/27/25	1,350.00	0.00	1,350.00
*** Payment Total						1,612.38	0.00	1,612.38
Payment Number	1212432	Payment Date	05/30/25	Vendor	38503	WOLD ARCHITECTS AND ENGINEERS	Status	Issued
38503	100070		IX	100	05/30/25	14,417.40	0.00	14,417.40
*** Payment Total						14,417.40	0.00	14,417.40
Payment Number	1212433	Payment Date	05/30/25	Vendor	41790	WSP USA BUILDINGS INC. - JPM	Status	Issued
41790	40183575-14		IX	100	05/24/25	2,325.00	0.00	2,325.00
*** Payment Total						2,325.00	0.00	2,325.00
*** Payment Code CHK Total						105,830.74	0.00	105,830.74
Payment Count						22		

# Bank Account Payment History

AP255	Date	05/30/25	Pay Group	1200 HEALTH AND WELFARE PAY GROUP	USD			Page	5
	Time	12:40	Bank Account Payment History						
			Payment Date Range	05/30/25 thru 05/30/25					
Cash Code	1414	Bank	071923909	*** Cash Code	1414	Total	Payment Currency	USD	
						133,399.03	28	0.00	133,399.03
				*** Pay Group	1200 USD	Total			
						133,399.03	28	0.00	133,399.03

# Bank Account Payment History

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AP255 Date: 05/30/25  
Time: 12:40

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 4

Pay Group: 1300

Cash Code: 1414

Class C Accounts Payable

Payment Date: 053025 - 053025  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1300 PUBLIC SAFETY PAY GROUP USD Page 1  
Time 12:40 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount	
Payment Number	535414	Payment Date	05/30/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued	
26753	11L4-LHDT-7G9R	IX	120	05/28/25		52.98	0.00	52.98	
		***	Payment	Total		52.98	0.00	52.98	
		***	Payment	Code ACH	Total	52.98	0.00	52.98	
				Payment	Count	1			
		***	Cash	Code 1414	Total	52.98	0.00	52.98	
				Payment	Count	1			
		***	Pay	Group 1300	USD	Total	52.98	0.00	52.98
				Payment	Count	1			

# Bank Account Payment History

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AP255 Date: 05/30/25  
Time: 12:40

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 5

Pay Group: 1400

Cash Code: 1414

Class C Accounts Payable

Payment Date: 053025 - 053025  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25 Time 12:40		Pay Group 1400 JUDICIAL PAY GROUP Bank Account Payment History			USD		Page 1	
Cash Code 1414 Bank 071923909		Payment Date Range 05/30/25 thru 05/30/25		Payment Currency USD				
Payment Code ACH								
Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
<hr/>								
Payment Number 535415		Payment Date 05/30/25	Vendor 26753	AMAZON CAPITAL SERVICES		Status Issued		
26753	147N-4RFT-HWG6		IX 130	05/21/25		9.99	0.00	9.99
26753	1T9V-Q1WM-VNMM		IX 130	06/19/25		174.36	0.00	174.36
*** Payment Total						184.35	0.00	184.35
Payment Number 535416		Payment Date 05/30/25	Vendor 43560	CROSSFIT IRON FLAG, LLC		Status Issued		
43560	042025		IX 130	06/18/25		920.00	0.00	920.00
*** Payment Total						920.00	0.00	920.00
Payment Number 535417		Payment Date 05/30/25	Vendor 14161	GRAHAM, KELLY		Status Issued		
14161	042705-050325.PB		IX 130	06/08/25		637.50	0.00	637.50
14161	050425-051025.PB		IX 130	06/19/25		570.00	0.00	570.00
14161	051125-051725.PB		IX 130	06/20/25		382.50	0.00	382.50
*** Payment Total						1,590.00	0.00	1,590.00
Payment Number 535418		Payment Date 05/30/25	Vendor 12232	LOGICALIS INC		Status Issued		
12232	S166110		IX 101	06/20/25		5,376.60	0.00	5,376.60
*** Payment Total						5,376.60	0.00	5,376.60
Payment Number 535419		Payment Date 05/30/25	Vendor 13227	NORTHEAST DUPAGE FAMILY AND		Status Issued		
13227	PEACE-APR2025		IX 130	06/12/25		65.00	0.00	65.00
*** Payment Total						65.00	0.00	65.00
Payment Number 535420		Payment Date 05/30/25	Vendor 44522	TOSHIBA AMERICA BUSINESS		Status Issued		
44522	6416821		IX 107	06/20/25		198.06	0.00	198.06
*** Payment Total						198.06	0.00	198.06
*** Payment Code ACH Total						8,334.01	0.00	8,334.01
Payment Count						6		

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1400 JUDICIAL PAY GROUP USD Page 2  
Time 12:40 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 10593 234917	1212434	Payment Date 05/30/25	Vendor 10593	IX 130 06/12/25		AMERICAN PROBATION AND PAROLE 1,100.00	Status Issued 0.00	1,100.00
			*** Payment Total			1,100.00	0.00	1,100.00
Payment Number 24809 TRV20250506	1212435	Payment Date 05/30/25	Vendor 24809	IX 130 05/21/25		BOLGER, JAMES 417.00	Status Issued 0.00	417.00
			*** Payment Total			417.00	0.00	417.00
Payment Number 10366 14457539 052525	1212436	Payment Date 05/30/25	Vendor 10366	IX 104 06/24/25		HINCKLEY SPRINGS 131.90	Status Issued 0.00	131.90
			*** Payment Total			131.90	0.00	131.90
Payment Number 10041 SI301702080	1212437	Payment Date 05/30/25	Vendor 10041	IX 107 05/22/25		IICLE - IL INSTITUTE FOR 101.25	Status Issued 0.00	101.25
10041 SI301702123			IX 107 05/29/25			131.25	0.00	131.25
10041 SI301702189			IX 107 06/01/25			93.75	0.00	93.75
			*** Payment Total			326.25	0.00	326.25
Payment Number 44932 327	1212438	Payment Date 05/30/25	Vendor 44932	IX 130 05/09/25		ZHANG, MINGSHU 410.98	Status Issued 0.00	410.98
			*** Payment Total			410.98	0.00	410.98
Payment Number 10287 45205620	1212439	Payment Date 05/30/25	Vendor 10287	IX 107 05/15/25		MATTHEW BENDER & COMPANY INC 1,001.38	Status Issued 0.00	1,001.38
			*** Payment Total			1,001.38	0.00	1,001.38
Payment Number 12437 1109403	1212440	Payment Date 05/30/25	Vendor 12437	IX 130 06/19/25		MICROGENICS CORPORATION 1,174.00	Status Issued 0.00	1,174.00
			*** Payment Total			1,174.00	0.00	1,174.00
Payment Number 39549 418174823001	1212441	Payment Date 05/30/25	Vendor 39549	IX 130 06/01/25		ODP BUSINESS SOLUTIONS, LLC 352.22	Status Issued 0.00	352.22
39549 418686581001			IX 130 06/04/25			44.82	0.00	44.82
39549 421452211001			IX 130 06/06/25			1,132.16	0.00	1,132.16
39549 421452211002			IX 130 06/07/25			233.99	0.00	233.99
			*** Payment Total			1,763.19	0.00	1,763.19
Payment Number 45962 AGR620.HWH.0414-0427	1212442	Payment Date 05/30/25	Vendor 45962	IX 130 05/18/25		OXFORD HOUSE ARBORETUM 400.00	Status Issued 0.00	400.00
			*** Payment Total			400.00	0.00	400.00
Payment Number 43503 AGR627.RH.0421-0504	1212443	Payment Date 05/30/25	Vendor 43503	IX 130 06/05/25		OXFORD HOUSE ROLLO 280.00	Status Issued 0.00	280.00
			*** Payment Total			280.00	0.00	280.00
Payment Number 10369 255749 05022025	1212444	Payment Date 05/30/25	Vendor 10369	IX 107 06/01/25		PADDOCK PUBLICATIONS INC 93.00	Status Issued 0.00	93.00
			*** Payment Total			93.00	0.00	93.00

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 1400 JUDICIAL PAY GROUP USD Page 3  
Time 12:40 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212445	Payment Date 05/30/25	Vendor 25502	SCHICK, DAN	Status Issued				
25502 TRV20250505		IX 130 05/23/25	1,017.75	0.00	1,017.75			
*** Payment Total			1,017.75	0.00	1,017.75			
Payment Number 1212446	Payment Date 05/30/25	Vendor 18603	SCHULTZ, JACOB L	Status Issued				
18603 TRV20250506		IX 130 05/23/25	611.50	0.00	611.50			
*** Payment Total			611.50	0.00	611.50			
Payment Number 1212447	Payment Date 05/30/25	Vendor 18690	STARKOVICH, KATHLEEN	Status Issued				
18690 TRV20250505		IX 130 06/04/25	1,018.80	0.00	1,018.80			
*** Payment Total			1,018.80	0.00	1,018.80			
Payment Number 1212448	Payment Date 05/30/25	Vendor 11169	THOMSON REUTERS-WEST	Status Issued				
11169 851866072		IX 107 05/31/25	2,553.01	0.00	2,553.01			
11169 851866139		IX 107 05/31/25	5,961.40	0.00	5,961.40			
11169 851937058		IX 107 05/31/25	8,599.00	0.00	8,599.00			
*** Payment Total			17,113.41	0.00	17,113.41			
Payment Number 1212449	Payment Date 05/30/25	Vendor 39681	VRC COMPANIES, DBA VITALCHART	Status Issued				
39681 186-5846407		IX 130 05/09/25	56.04	0.00	56.04			
39681 186-5918396		IX 130 05/28/25	67.66	0.00	67.66			
*** Payment Total			123.70	0.00	123.70			
*** Payment Code CHK Total			26,982.86	0.00	26,982.86			
Payment Count			16					
*** Cash Code 1414 Total			35,316.87	0.00	35,316.87			
Payment Count			22					
*** Pay Group 1400 USD Total			35,316.87	0.00	35,316.87			
Payment Count			22					



# Bank Account Payment History

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AP255 Date: 05/30/25  
Time: 12:40

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 6

Pay Group: 1500

Cash Code: 1414

Class C Accounts Payable

Payment Date: 053025 - 053025  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25 Time 12:40		Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD				Page 1		
Bank Account Payment History								
Cash Code 1414 Bank 071923909		Payment Date Range 05/30/25 thru 05/30/25		Payment Currency USD				
Payment Code ACH								
Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
<hr/>								
Payment Number	535421	Payment Date	05/30/25	Vendor	41480	AL WARREN OIL COMPANY INC	Status	Issued
41480 W1747568				IX 100	06/14/25	17,537.00	0.00	17,537.00
*** Payment Total						17,537.00	0.00	17,537.00
Payment Number	535422	Payment Date	05/30/25	Vendor	46126	ALPHA Z USRE REIT, LLC	Status	Issued
46126 04-18-100-016				IX 100	06/26/25	51,750.00	0.00	51,750.00
*** Payment Total						51,750.00	0.00	51,750.00
Payment Number	535423	Payment Date	05/30/25	Vendor	10843	K-FIVE CONSTRUCTION CORP	Status	Issued
10843 28263				IX 100	06/18/25	225.50	0.00	225.50
10843 66188				IX 100	06/11/25	543.74	0.00	543.74
10843 66210				IX 100	06/12/25	7,964.80	0.00	7,964.80
*** Payment Total						8,734.04	0.00	8,734.04
Payment Number	535424	Payment Date	05/30/25	Vendor	39597	LIGHTLE ENTERPRISES OF OHIO,	Status	Issued
39597 17259				IX 100	06/12/25	450.00	0.00	450.00
39597 17307				IX 100	06/19/25	1,980.00	0.00	1,980.00
*** Payment Total						2,430.00	0.00	2,430.00
Payment Number	535425	Payment Date	05/30/25	Vendor	10949	MEADE INC	Status	Issued
10949 711375				IX 100	05/02/25	133,158.85	0.00	133,158.85
10949 DDOT-EW0325				IX 100	05/02/25	11,632.87	0.00	11,632.87
*** Payment Total						144,791.72	0.00	144,791.72
Payment Number	535426	Payment Date	05/30/25	Vendor	10352	MONROE TRUCK EQUIPMENT INC	Status	Issued
10352 50575				IX 100	06/04/25	1,466.00	0.00	1,466.00
*** Payment Total						1,466.00	0.00	1,466.00
Payment Number	535427	Payment Date	05/30/25	Vendor	11002	PRIMERA ENGINEERS, LTD.	Status	Issued
11002 7039-09R				IX 100	03/08/25	15,429.84	0.00	15,429.84
11002 7039-10R				IX 100	04/11/25	6,128.98	0.00	6,128.98
*** Payment Total						21,558.82	0.00	21,558.82
Payment Number	535428	Payment Date	05/30/25	Vendor	32601	STATE TESTING, LLC	Status	Issued
32601 6126-01 W09				IX 100	06/06/25	2,006.04	0.00	2,006.04
*** Payment Total						2,006.04	0.00	2,006.04
*** Payment Code ACH Total						250,273.62	0.00	250,273.62
Payment Count						8		

# Bank Account Payment History

AP255 Date 05/30/25  
Time 12:40

Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD  
Bank Account Payment History

Page 2

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212450	Payment Date	05/30/25	Vendor	40962	A M AUTO GLASS AND TINTED	Status	Issued
40962	31457			IX 100	06/12/25	665.00	0.00	665.00
				***	Payment Total	665.00	0.00	665.00
Payment Number	1212451	Payment Date	05/30/25	Vendor	10008	AT&T	Status	Issued
10008	630323005305	2025		IX 100	06/12/25	46.53	0.00	46.53
10008	630372418605	2025		IX 100	06/15/25	48.03	0.00	48.03
10008	630462996505	2025		IX 100	06/15/25	58.45	0.00	58.45
10008	630737063505	2025		IX 100	06/12/25	58.45	0.00	58.45
10008	630739105105	2025		IX 100	06/15/25	48.03	0.00	48.03
				***	Payment Total	259.49	0.00	259.49
Payment Number	1212452	Payment Date	05/30/25	Vendor	11260	AUTO TECH CENTERS INC.	Status	Issued
11260	INV093228			IX 100	05/21/25	2,332.00	0.00	2,332.00
11260	INV093644			IX 100	06/11/25	588.20	0.00	588.20
				***	Payment Total	2,920.20	0.00	2,920.20
Payment Number	1212453	Payment Date	05/30/25	Vendor	11863	CINTAS #344	Status	Issued
11863	9291100600			IX 100	11/06/24	4.49	0.00	4.49
11863	9318356441			IX 100	05/24/25	54.00	0.00	54.00
11863	9318483687			IX 100	05/25/25	29.69	0.00	29.69
11863	9318522442			IX 100	05/26/25	7.64	0.00	7.64
11863	9318865990			IX 100	05/29/25	62.54	0.00	62.54
11863	9319185021			IX 100	05/30/25	9.89	0.00	9.89
11863	9319474036			IX 100	05/31/25	100.00	0.00	100.00
11863	9319625128			IX 100	06/01/25	74.69	0.00	74.69
11863	9319805104			IX 100	06/04/25	142.56	0.00	142.56
11863	9319949494			IX 100	06/05/25	8.99	0.00	8.99
11863	9320135452			IX 100	06/06/25	98.89	0.00	98.89
11863	9320141203			IX 100	06/06/25	95.70	0.00	95.70
11863	9320207078			IX 100	06/06/25	62.98	0.00	62.98
11863	9320238454			IX 100	06/07/25	100.00	0.00	100.00
				***	Payment Total	852.06	0.00	852.06
Payment Number	1212454	Payment Date	05/30/25	Vendor	10023	COM ED	Status	Issued
10023	6770332000	051325		IX 100	06/12/25	93.59	0.00	93.59
				***	Payment Total	93.59	0.00	93.59
Payment Number	1212455	Payment Date	05/30/25	Vendor	10023	COM ED	Status	Issued
10023	2206413000	051925		IX 100	06/18/25	76.61	0.00	76.61
10023	4504632222	051925		IX 100	06/18/25	78.10	0.00	78.10
10023	5087615000	051925		IX 100	06/18/25	78.39	0.00	78.39
10023	6212964000	051925		IX 100	06/18/25	80.71	0.00	80.71
10023	6872659000	052225		IX 100	06/21/25	256.39	0.00	256.39
10023	7212662000	051925		IX 100	06/18/25	61.67	0.00	61.67
10023	8286853000	051925		IX 100	06/18/25	39.83	0.00	39.83
				***	Payment Total	671.70	0.00	671.70
Payment Number	1212456	Payment Date	05/30/25	Vendor	12382	COMCAST	Status	Issued

# Bank Account Payment History

AP255 Date 05/30/25  
Time 12:40

Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD  
Bank Account Payment History

Page 3

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212456	Payment Date	05/30/25	Vendor	12382	COMCAST	Status	Issued
12382	8771200470962404042325	IX	100	05/23/25		280.75	0.00	280.75
		***		Payment Total		280.75	0.00	280.75
Payment Number	1212457	Payment Date	05/30/25	Vendor	11196	FEDEX	Status	Issued
11196	8-861-54663	IX	100	06/13/25		71.00	0.00	71.00
		***		Payment Total		71.00	0.00	71.00
Payment Number	1212458	Payment Date	05/30/25	Vendor	12084	HAGGERTY FORD	Status	Issued
12084	3-20710	IX	100	06/08/25		1,561.67	0.00	1,561.67
12084	3-20710-B1	IX	100	06/14/25		1,174.25	0.00	1,174.25
12084	3-20750	IX	100	06/09/25		81.26	0.00	81.26
12084	3-20776	IX	100	06/12/25		185.46	0.00	185.46
12084	3-20782	IX	100	06/12/25		9.71	0.00	9.71
12084	3-20786	IX	100	06/12/25		84.24	0.00	84.24
12084	3-20793	IX	100	06/12/25		10.54	0.00	10.54
12084	3-20797	IX	100	06/14/25		66.27	0.00	66.27
12084	3-20802	IX	100	06/14/25		84.85	0.00	84.85
12084	3-20806	IX	100	06/15/25		427.83	0.00	427.83
12084	3-20811	IX	100	06/15/25		111.15	0.00	111.15
12084	3-20816	IX	100	06/15/25		217.32	0.00	217.32
		***		Payment Total		4,014.55	0.00	4,014.55
Payment Number	1212459	Payment Date	05/30/25	Vendor	12101	KONE CHICAGO	Status	Issued
12101	871676267	IX	100	05/31/25		520.05	0.00	520.05
		***		Payment Total		520.05	0.00	520.05
Payment Number	1212460	Payment Date	05/30/25	Vendor	24397	LAKESIDE INTERNATIONAL LLC	Status	Issued
24397	7287647P	IX	100	06/08/25		144.46	0.00	144.46
24397	7287751P	IX	100	06/08/25		159.53	0.00	159.53
24397	7287981P	IX	100	06/12/25		118.32	0.00	118.32
		***		Payment Total		422.31	0.00	422.31
Payment Number	1212461	Payment Date	05/30/25	Vendor	27225	MANSFIELD POWER AND GAS	Status	Issued
27225	MNS322466	IX	100	06/14/25		2,396.01	0.00	2,396.01
		***		Payment Total		2,396.01	0.00	2,396.01
Payment Number	1212462	Payment Date	05/30/25	Vendor	11213	NAPA AUTO PARTS	Status	Issued
11213	281378	IX	100	06/06/25		6.21	0.00	6.21
11213	281439	IX	100	06/06/25		465.60	0.00	465.60
11213	281515	IX	100	06/07/25		26.28	0.00	26.28
11213	281538	IX	100	06/07/25		117.87	0.00	117.87
11213	281763	IX	100	06/11/25		213.72	0.00	213.72
11213	281781	IX	100	06/11/25		24.54	0.00	24.54
11213	281993	IX	100	06/12/25		194.84	0.00	194.84
11213	282128	IX	100	06/13/25		96.30	0.00	96.30
11213	282203	IX	100	06/14/25		25.00	0.00	25.00
11213	701603	IX	100	06/06/25		2,048.64	0.00	2,048.64

# Bank Account Payment History

AP255 Date 05/30/25  
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Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212462	Payment Date	05/30/25	Vendor	11213	NAPA AUTO PARTS	Status Issued	
				***	Payment Total	3,219.00	0.00	3,219.00
Payment Number	1212463	Payment Date	05/30/25	Vendor	10057	NICOR GAS	Status Issued	
	10057 72852341519 051425			IX	100 06/13/25	156.23	0.00	156.23
				***	Payment Total	156.23	0.00	156.23
Payment Number	1212464	Payment Date	05/30/25	Vendor	10096	PATSON INC	Status Issued	
	10096 X101680916:01			IX	100 06/06/25	151.84	0.00	151.84
	10096 X101681575:01			IX	100 06/07/25	573.69	0.00	573.69
	10096 X101681948:01			IX	100 06/07/25	209.37	0.00	209.37
	10096 X101681948:02			IX	100 06/12/25	787.63	0.00	787.63
	10096 X101682408:01			IX	100 06/08/25	566.78	0.00	566.78
	10096 X101683247:01			IX	100 06/11/25	217.77	0.00	217.77
	10096 X101691722:01			IX	100 06/27/25	144.46	0.00	144.46
				***	Payment Total	2,651.54	0.00	2,651.54
Payment Number	1212465	Payment Date	05/30/25	Vendor	32600	SUTTON FORD INC.	Status Issued	
	32600 X00493			IX	100 05/23/25	72,130.00	0.00	72,130.00
	32600 X00494			IX	100 05/23/25	72,130.00	0.00	72,130.00
				***	Payment Total	144,260.00	0.00	144,260.00
				***	Payment Code CHK Total	163,453.48	0.00	163,453.48
					Payment Count	16		
				***	Cash Code 1414 Total	413,727.10	0.00	413,727.10
					Payment Count	24		
				***	Pay Group 1500 USD Total	413,727.10	0.00	413,727.10
					Payment Count	24		

# Bank Account Payment History

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AP255 Date: 05/30/25  
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JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 7

Pay Group: 1600

Cash Code: 1414

Class C Accounts Payable

Payment Date: 053025 - 053025

Payment Numbers: -

Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25  
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Pay Group 1600 CONSERV & RECREATION PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535429	Payment Date	05/30/25	Vendor	13295	CDM SMITH INC	Status	Issued
13295 90232178				IX 100	05/17/25	983.49	0.00	983.49
				***	Payment Total	983.49	0.00	983.49
Payment Number	535430	Payment Date	05/30/25	Vendor	44522	TOSHIBA AMERICA BUSINESS	Status	Issued
44522 6552972				IX 100	06/01/25	242.51	0.00	242.51
				***	Payment Total	242.51	0.00	242.51
				***	Payment Code ACH Total	1,226.00	0.00	1,226.00
					Payment Count	2		

# Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212466	Payment Date	05/30/25	Vendor	17963	HELLER, JENNIFER F	Status	Issued
17963	EXP20250512	IX	100	06/11/25		542.57	0.00	542.57
		***	Payment	Total		542.57	0.00	542.57
		***	Payment	Code	CHK	Total		
				Payment	Count	542.57	0.00	542.57
				1				
		***	Cash	Code	1414	Total		
				Payment	Count	1,768.57	0.00	1,768.57
				3				
		***	Pay	Group	1600	USD	Total	
				Payment	Count	1,768.57	0.00	1,768.57
				3				



# Bank Account Payment History

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AP255 Date: 05/30/25  
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JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 8

Pay Group: 2000  
Cash Code: 1414      Class C Accounts Payable  
Payment Date: 053025 - 053025  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1  
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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535431	Payment Date	05/30/25	Vendor	41480	AL WARREN OIL COMPANY INC	Status	Issued
41480 W1746288		IX	100	06/11/25		445.50	0.00	445.50
41480 W1750646		IX	100	06/27/25		23,937.60	0.00	23,937.60
		***		Payment Total		24,383.10	0.00	24,383.10
Payment Number	535432	Payment Date	05/30/25	Vendor	22995	ALDRIDGE ELECTRIC INC	Status	Issued
22995 300928-34		IX	100	06/14/25		486,597.37	0.00	486,597.37
		***		Payment Total		486,597.37	0.00	486,597.37
		***		Payment Code ACH Total		510,980.47	0.00	510,980.47
				Payment Count		2		

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 2  
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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212467	Payment Date 05/30/25	Vendor 10008	AT&T			Status Issued		
10008 630985030505 2025		IX 100 06/03/25			52.24	0.00	52.24	
		*** Payment Total			52.24	0.00	52.24	
Payment Number 1212468	Payment Date 05/30/25	Vendor 10009	AT&T MOBILITY			Status Issued		
10009 287308880316X05082025		IX 100 05/30/25			2,789.56	0.00	2,789.56	
		*** Payment Total			2,789.56	0.00	2,789.56	
Payment Number 1212469	Payment Date 05/30/25	Vendor 21183	CENTRAL STATES WATER			Status Issued		
21183 1562		IX 100 06/18/25			255.00	0.00	255.00	
		*** Payment Total			255.00	0.00	255.00	
Payment Number 1212470	Payment Date 05/30/25	Vendor 32123	CIT TRUCKS LLC			Status Issued		
32123 110S1076		IX 100 06/12/25			196,067.00	0.00	196,067.00	
		*** Payment Total			196,067.00	0.00	196,067.00	
Payment Number 1212471	Payment Date 05/30/25	Vendor 10959	CITY OF NAPERVILLE			Status Issued		
10959 22724		IX 100 05/28/25			329.00	0.00	329.00	
		*** Payment Total			329.00	0.00	329.00	
Payment Number 1212472	Payment Date 05/30/25	Vendor 10074	CITY OF WHEATON			Status Issued		
10074 513864		IX 100 06/15/25			476.80	0.00	476.80	
10074 513866		IX 100 06/15/25			50.00	0.00	50.00	
		*** Payment Total			526.80	0.00	526.80	
Payment Number 1212473	Payment Date 05/30/25	Vendor 15050	JOSEPH J HENDERSON & SON INC			Status Issued		
15050 82545		IX 100 04/30/25			668,231.82	0.00	668,231.82	
		*** Payment Total			668,231.82	0.00	668,231.82	
Payment Number 1212474	Payment Date 05/30/25	Vendor 46069	KERRIGAN, CHARLES			Status Issued		
46069 052825		IX 100 05/28/25			313.45	0.00	313.45	
		*** Payment Total			313.45	0.00	313.45	
Payment Number 1212475	Payment Date 05/30/25	Vendor 27225	MANSFIELD POWER AND GAS			Status Issued		
27225 MNS322465		IX 100 06/14/25			8,922.38	0.00	8,922.38	
		*** Payment Total			8,922.38	0.00	8,922.38	
Payment Number 1212476	Payment Date 05/30/25	Vendor 11215	MID AMERICAN WATER INC			Status Issued		
11215 245186A		IX 100 04/18/25			1,873.05	0.00	1,873.05	
11215 245186A-1		IX 100 04/18/25			262.08	0.00	262.08	
11215 245186AA		IX 100 04/18/25			817.44	0.00	817.44	
		*** Payment Total			2,952.57	0.00	2,952.57	
Payment Number 1212477	Payment Date 05/30/25	Vendor 10185	NEUCO INC			Status Issued		
10185 8730429		IX 100 06/12/25			22.86	0.00	22.86	
10185 8732073		IX 100 06/12/25			116.41	0.00	116.41	
		*** Payment Total			139.27	0.00	139.27	
Payment Number 1212478	Payment Date 05/30/25	Vendor 19699	PEREGRINE CORPORATION			Status Issued		

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 3  
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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212478	Payment Date	05/30/25	Vendor	19699	PEREGRINE CORPORATION	Status	Issued
19699 0050894				IX 100	05/29/25	170.80	0.00	170.80
19699 0052547				IX 100	06/13/25	449.36	0.00	449.36
19699 0052548				IX 100	06/13/25	113.89	0.00	113.89
				***	Payment Total	734.05	0.00	734.05
Payment Number	1212479	Payment Date	05/30/25	Vendor	28185	SAFETY LANE INSPECTIONS INC	Status	Issued
28185 23742				IX 100	04/20/25	109.50	0.00	109.50
				***	Payment Total	109.50	0.00	109.50
Payment Number	1212480	Payment Date	05/30/25	Vendor	32903	SYN-TECH SYSTEMS INC	Status	Issued
32903 314817				IX 100	06/12/25	550.00	0.00	550.00
				***	Payment Total	550.00	0.00	550.00
				***	Payment Code CHK Total	881,972.64	0.00	881,972.64
					Payment Count	14		
				***	Cash Code 1414 Total	1,392,953.11	0.00	1,392,953.11
					Payment Count	16		
				***	Pay Group 2000 USD Total	1,392,953.11	0.00	1,392,953.11
					Payment Count	16		

# Bank Account Payment History

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AP255 Date: 05/30/25  
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JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 9

Pay Group: 5000

Cash Code: 1414

Class C Accounts Payable

Payment Date: 053025 - 053025

Payment Numbers: -

Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25  
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Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535433	Payment Date	05/30/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	1FT3-4H9G-HPXC		IX	202	06/21/25	81.87	0.00	81.87
26753	1H19-4C1Q-6GFY		IX	202	06/24/25	28.95	0.00	28.95
			***	Payment Total		110.82	0.00	110.82
Payment Number	535434	Payment Date	05/30/25	Vendor	29778	BOGGS, JASON	Status	Issued
29778	TRV20250512		IX	100	05/23/25	958.01	0.00	958.01
			***	Payment Total		958.01	0.00	958.01
Payment Number	535435	Payment Date	05/30/25	Vendor	22549	CARNATE, AUDREY	Status	Issued
22549	TRV20250402		IX	202	05/15/25	131.12	0.00	131.12
			***	Payment Total		131.12	0.00	131.12
Payment Number	535436	Payment Date	05/30/25	Vendor	28463	CATHOLIC CHARITIES OF THE ARCH	Status	Issued
28463	APRIL 2025		IX	101	06/22/25	3,094.18	0.00	3,094.18
			***	Payment Total		3,094.18	0.00	3,094.18
Payment Number	535437	Payment Date	05/30/25	Vendor	14161	GRAHAM, KELLY	Status	Issued
14161	050425-051025.ARI		IX	208	06/19/25	225.00	0.00	225.00
14161	051125-051725.ARI		IX	208	06/19/25	255.00	0.00	255.00
			***	Payment Total		480.00	0.00	480.00
Payment Number	535438	Payment Date	05/30/25	Vendor	24646	JIARDINA, CHRISTINA	Status	Issued
24646	TRV20250424		IX	202	05/28/25	50.40	0.00	50.40
			***	Payment Total		50.40	0.00	50.40
Payment Number	535439	Payment Date	05/30/25	Vendor	45597	JOHNSON, RAYMOND W.	Status	Issued
45597	050125-051525.RJ		IX	104	06/15/25	690.00	0.00	690.00
			***	Payment Total		690.00	0.00	690.00
Payment Number	535440	Payment Date	05/30/25	Vendor	41966	MCLAUGHLIN, LAUREN MAE	Status	Issued
41966	052025-052225.LM		IX	104	06/21/25	300.00	0.00	300.00
			***	Payment Total		300.00	0.00	300.00
Payment Number	535441	Payment Date	05/30/25	Vendor	37414	PATH TO RECOVERY FOUNDATION	Status	Issued
37414	616		IX	308	06/08/25	390.00	0.00	390.00
			***	Payment Total		390.00	0.00	390.00
Payment Number	535442	Payment Date	05/30/25	Vendor	12523	RAMPNOW LLC	Status	Issued
12523	32571		IX	202	06/20/25	490.00	0.00	490.00
			***	Payment Total		490.00	0.00	490.00
Payment Number	535443	Payment Date	05/30/25	Vendor	21914	RWE MANAGEMENT COMPANY	Status	Issued
21914	21.037 D24A		IX	306	04/30/25	290,345.35	0.00	290,345.35
			***	Payment Total		290,345.35	0.00	290,345.35
			***	Payment Code ACH Total		297,039.88	0.00	297,039.88
				Payment Count		11		

# Bank Account Payment History

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Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212481	Payment Date	05/30/25	Vendor	23522	BUILDING PERFORMANCE INSTITUTE	Status	Issued
23522 105192A				IX 100	06/19/25	480.00	0.00	480.00
				***	Payment Total	480.00	0.00	480.00
Payment Number	1212482	Payment Date	05/30/25	Vendor	45720	CAREPOINT HOME SERVICES	Status	Issued
45720 2025041702A				IX 202	04/16/25	3,000.00	0.00	3,000.00
				***	Payment Total	3,000.00	0.00	3,000.00
Payment Number	1212483	Payment Date	05/30/25	Vendor	10959	CITY OF NAPERVILLE	Status	Issued
10959 238642				IX 101	05/23/25	3,420.00	0.00	3,420.00
				***	Payment Total	3,420.00	0.00	3,420.00
Payment Number	1212484	Payment Date	05/30/25	Vendor	10314	COLLEGE OF DUPAGE	Status	Issued
10314 17067TM				IX 105	04/06/25	20,604.00	0.00	20,604.00
				***	Payment Total	20,604.00	0.00	20,604.00
Payment Number	1212485	Payment Date	05/30/25	Vendor	10023	COM ED - LIHEAP PAYMENTS	Status	Issued
10023 238643				IX 200	06/20/25	104,046.00	0.00	104,046.00
				***	Payment Total	104,046.00	0.00	104,046.00
Payment Number	1212486	Payment Date	05/30/25	Vendor	18599	DONALD, SHARON	Status	Issued
18599 TRV20250514				IX 208	06/22/25	360.20	0.00	360.20
				***	Payment Total	360.20	0.00	360.20
Payment Number	1212487	Payment Date	05/30/25	Vendor	19161	DUPAGE COUNTY HEALTH	Status	Issued
19161 JU 19552				IX 101	06/11/25	3,280.00	0.00	3,280.00
				***	Payment Total	3,280.00	0.00	3,280.00
Payment Number	1212488	Payment Date	05/30/25	Vendor	41605	DUPAGE HOUSING AUTHORITY	Status	Issued
41605 IACAA-23-1793				IX 101	05/11/23	2,000.00	0.00	2,000.00
				***	Payment Total	2,000.00	0.00	2,000.00
Payment Number	1212489	Payment Date	05/30/25	Vendor	24229	DUPASQUIER, JENNIFER	Status	Issued
24229 MIL20250506				IX 202	05/28/25	9.80	0.00	9.80
				***	Payment Total	9.80	0.00	9.80
Payment Number	1212490	Payment Date	05/30/25	Vendor	10411	FISHER SCIENTIFIC	Status	Issued
10411 0810886				IX 104	06/06/25	554.13	0.00	554.13
				***	Payment Total	554.13	0.00	554.13
Payment Number	1212491	Payment Date	05/30/25	Vendor	41028	FULTON, SARA	Status	Issued
41028 MIL20250502				IX 202	05/28/25	164.57	0.00	164.57
				***	Payment Total	164.57	0.00	164.57
Payment Number	1212492	Payment Date	05/30/25	Vendor	39914	HIGHTOWER, DIANA	Status	Issued
39914 050625 051625				IX 207	06/16/25	1,680.00	0.00	1,680.00
				***	Payment Total	1,680.00	0.00	1,680.00
Payment Number	1212493	Payment Date	05/30/25	Vendor	10443	INFORM USA	Status	Issued

# Bank Account Payment History

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Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212493	Payment Date 05/30/25	Vendor 10443	INFORM USA	Status Issued				
10443 3-16493R		IX 202 06/21/25	67.00	0.00	67.00			
		*** Payment Total	67.00	0.00	67.00			
Payment Number 1212494	Payment Date 05/30/25	Vendor 46137	LAWSON, CIARRA	Status Issued				
46137 MIL20250505		IX 202 05/28/25	184.80	0.00	184.80			
		*** Payment Total	184.80	0.00	184.80			
Payment Number 1212495	Payment Date 05/30/25	Vendor 10057	NICOR GAS	Status Issued				
10057 238646		IX 200 06/20/25	11,456.00	0.00	11,456.00			
		*** Payment Total	11,456.00	0.00	11,456.00			
Payment Number 1212496	Payment Date 05/30/25	Vendor 43508	OPOKU, JOSEPHINE	Status Issued				
43508 V26014-1		IX 105 05/23/25	60.46	0.00	60.46			
		*** Payment Total	60.46	0.00	60.46			
Payment Number 1212497	Payment Date 05/30/25	Vendor 20892	PROFESSIONAL TRUCK DRIVING	Status Issued				
20892 25954		IX 105 06/07/25	4,950.00	0.00	4,950.00			
		*** Payment Total	4,950.00	0.00	4,950.00			
Payment Number 1212498	Payment Date 05/30/25	Vendor 11718	PROMEGA CORPORATION	Status Issued				
11718 91948801		IX 104 06/19/25	11,158.70	0.00	11,158.70			
		*** Payment Total	11,158.70	0.00	11,158.70			
Payment Number 1212499	Payment Date 05/30/25	Vendor 25410	RASMUSSEN COLLEGE LLC	Status Issued				
25410 01054307-AUR 2502P		IX 105 05/23/25	2,446.00	0.00	2,446.00			
		*** Payment Total	2,446.00	0.00	2,446.00			
Payment Number 1212500	Payment Date 05/30/25	Vendor 41738	COMPASSIONATE COMMUNITIES FOR	Status Issued				
41738 58123		IX 207 06/27/25	600.00	0.00	600.00			
		*** Payment Total	600.00	0.00	600.00			
Payment Number 1212501	Payment Date 05/30/25	Vendor 18858	VARGAS, MARINA	Status Issued				
18858 MIL20250502		IX 101 06/01/25	5.88	0.00	5.88			
		*** Payment Total	5.88	0.00	5.88			
Payment Number 1212502	Payment Date 05/30/25	Vendor 46207	WILSON JR, MELVIN	Status Issued				
46207 ARI.REIM.BC.WILSON		IX 208 05/22/25	44.00	0.00	44.00			
		*** Payment Total	44.00	0.00	44.00			
		*** Payment Code CHK Total	170,571.54	0.00	170,571.54			
		Payment Count	22					
		*** Cash Code 1414 Total	467,611.42	0.00	467,611.42			
		Payment Count	33					
		*** Pay Group 5000 USD Total	467,611.42	0.00	467,611.42			
		Payment Count	33					



# Bank Account Payment History

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AP255 Date: 05/30/25  
Time: 12:41

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD  
Job Name: PMTHISTORY  
Step Nbr: 10

Pay Group: 6000  
Cash Code: 1414      Class C Accounts Payable  
Payment Date: 053025 - 053025  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 05/30/25 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1  
Time 12:41 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 05/30/25 thru 05/30/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212503	Payment Date	05/30/25	Vendor	11474	A LAMP CONCRETE CONTRACTORS	Status	Issued
11474 17886				IX 100	05/14/25	125,250.56	0.00	125,250.56
		***	Payment Total			125,250.56	0.00	125,250.56
		***	Payment Code CHK Total			125,250.56	0.00	125,250.56
			Payment Count			1		
		***	Cash Code 1414 Total			125,250.56	0.00	125,250.56
			Payment Count			1		
		***	Pay Group 6000 USD Total			125,250.56	0.00	125,250.56
			Payment Count			1		



## Payment of Claims

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-1438

**Agenda Date:** 6/10/2025

**Agenda #:** 8.F.

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# Bank Account Payment History

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AP255 Date: 06/03/25  
Time: 11:41

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 1

Pay Group: 1000

Cash Code: 1414

Class C Accounts Payable

Payment Date: 060325 - 060325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255	Date 06/03/25	Pay Group 1000 GENERAL FUND PAY GROUP	USD	Page 1
	Time 11:43	Bank Account Payment History		
		Payment Date Range	06/03/25 thru 06/03/25	
Cash Code 1414	Bank 071923909		Payment Currency	USD
Payment Code ACH				
Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Date Scheduled Amount Discount Amount Net Payment Amount
-----				
Payment Number	535444	Payment Date	06/03/25	Vendor 26753 AMAZON CAPITAL SERVICES Status Issued
26753	19L3-146H-V1XD			IX 100 06/04/25 72.48 0.00 72.48
26753	1NK9-D7F3-3M4V			IX 100 06/27/25 91.52 0.00 91.52
26753	1WDL-361Y-1PTL			IX 100 06/27/25 133.86 0.00 133.86
26753	1XNM-9TH7-3K4C			IX 100 06/27/25 8.73 0.00 8.73
26753	1YL3-N1WK-37LX			IX 100 06/27/25 36.99 0.00 36.99
		***	Payment Total	343.58 0.00 343.58
Payment Number	535445	Payment Date	06/03/25	Vendor 10667 CDW GOVERNMENT INC Status Issued
10667	AE2T45N			IX 100 06/19/25 913.78 0.00 913.78
		***	Payment Total	913.78 0.00 913.78
Payment Number	535446	Payment Date	06/03/25	Vendor 12383 CINTA, LILI Status Issued
12383	GJ05082025			IX 100 06/21/25 848.00 0.00 848.00
		***	Payment Total	848.00 0.00 848.00
Payment Number	535447	Payment Date	06/03/25	Vendor 11067 FOX VALLEY FIRE & SAFETY Status Issued
11067	IN00771485			IX 100 06/07/25 4,500.00 0.00 4,500.00
11067	IN00771680			IX 100 06/08/25 1,900.00 0.00 1,900.00
		***	Payment Total	6,400.00 0.00 6,400.00
Payment Number	535448	Payment Date	06/03/25	Vendor 10124 GRAYBAR Status Issued
10124	9341986784			IX 100 06/08/25 2,014.25 0.00 2,014.25
		***	Payment Total	2,014.25 0.00 2,014.25
Payment Number	535449	Payment Date	06/03/25	Vendor 45849 JOSIC, STJEPAN Status Issued
45849	052225 052825			IX 100 06/28/25 160.00 0.00 160.00
		***	Payment Total	160.00 0.00 160.00
Payment Number	535450	Payment Date	06/03/25	Vendor 44522 TOSHIBA AMERICA BUSINESS Status Issued
44522	6292963X			IX 100 05/29/25 867.28 0.00 867.28
		***	Payment Total	867.28 0.00 867.28
Payment Number	535451	Payment Date	06/03/25	Vendor 30797 TRINITY SERVICES GROUP INC Status Issued
30797	3023000379			IX 100 06/29/25 30,063.61 0.00 30,063.61
		***	Payment Total	30,063.61 0.00 30,063.61
		***	Payment Code ACH Total	41,610.50 0.00 41,610.50
			Payment Count	8

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2  
Time 11:43 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212509	Payment Date	06/03/25	Vendor	19712	DPCO SHERIFF EXTRADITION ACCT	Status	Issued
19712	CK10284		IX 100	06/12/25		1,046.96	0.00	1,046.96
19712	CK10286		IX 100	06/18/25		1,108.99	0.00	1,108.99
			***	Payment Total		2,155.95	0.00	2,155.95
Payment Number	1212510	Payment Date	06/03/25	Vendor	30080	ANN WOHLMUTH, CI/CT	Status	Issued
30080	250531-03		IX 100	06/26/25		1,890.00	0.00	1,890.00
			***	Payment Total		1,890.00	0.00	1,890.00
Payment Number	1212511	Payment Date	06/03/25	Vendor	45524	CHAPLIN, ELIZABETH M.	Status	Issued
45524	EXP20250527		IX 100	05/30/25		90.86	0.00	90.86
			***	Payment Total		90.86	0.00	90.86
Payment Number	1212512	Payment Date	06/03/25	Vendor	10074	CITY OF WHEATON	Status	Issued
10074	0034070000 051525		IX 100	06/14/25		77.98	0.00	77.98
10074	0034080100 051525		IX 100	06/14/25		20.96	0.00	20.96
10074	0034100000 051525		IX 100	06/14/25		4,013.12	0.00	4,013.12
10074	0034120000 051525		IX 100	06/14/25		20.96	0.00	20.96
10074	0034150000 051525		IX 100	06/14/25		35.91	0.00	35.91
10074	0034150700 051525		IX 100	06/14/25		954.03	0.00	954.03
10074	0034160000 051525		IX 100	06/14/25		1,381.37	0.00	1,381.37
10074	2024004200 051525		IX 100	06/14/25		3,602.41	0.00	3,602.41
			***	Payment Total		10,106.74	0.00	10,106.74
Payment Number	1212513	Payment Date	06/03/25	Vendor	25205	CLEAR LOSS PREVENTION INC	Status	Issued
25205	74941		IX 100	05/14/25		1,909.50	0.00	1,909.50
			***	Payment Total		1,909.50	0.00	1,909.50
Payment Number	1212514	Payment Date	06/03/25	Vendor	12382	COMCAST	Status	Issued
12382	8771200470953205051925		IX 100	06/18/25		260.40	0.00	260.40
			***	Payment Total		260.40	0.00	260.40
Payment Number	1212515	Payment Date	06/03/25	Vendor	41492	DELTA SONIC CAR WASH SYSTEMS,	Status	Issued
41492	INV-0026458		IX 100	06/29/25		1,247.22	0.00	1,247.22
			***	Payment Total		1,247.22	0.00	1,247.22
Payment Number	1212516	Payment Date	06/03/25	Vendor	11348	DUPAGE FEDERATION ON HUMAN	Status	Issued
11348	11547		IX 100	05/29/25		1,612.48	0.00	1,612.48
			***	Payment Total		1,612.48	0.00	1,612.48
Payment Number	1212517	Payment Date	06/03/25	Vendor	11196	FEDEX	Status	Issued
11196	8-868-15782		IX 100	06/20/25		88.66	0.00	88.66
			***	Payment Total		88.66	0.00	88.66
Payment Number	1212518	Payment Date	06/03/25	Vendor	41555	GENSERVE LLC	Status	Issued
41555	0515318-IN		IX 100	05/16/25		3,129.50	0.00	3,129.50
41555	0521266-IN		IX 100	06/07/25		825.00	0.00	825.00
41555	0521354-IN		IX 100	06/07/25		4,458.59	0.00	4,458.59
41555	0521362-IN		IX 100	06/07/25		1,763.90	0.00	1,763.90

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3  
Time 11:43 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212518	Payment Date	06/03/25	Vendor	41555	GENSERVE LLC	Status	Issued
				***	Payment Total	10,176.99	0.00	10,176.99
Payment Number	1212519	Payment Date	06/03/25	Vendor	36682	GLEN ELLYN FOOD PANTRY, INC	Status	Issued
36682 202501				IX 100	06/28/25	30,000.00	0.00	30,000.00
				***	Payment Total	30,000.00	0.00	30,000.00
Payment Number	1212520	Payment Date	06/03/25	Vendor	11007	HBD INC	Status	Issued
11007 IN00070899				IX 100	06/27/25	950.00	0.00	950.00
				***	Payment Total	950.00	0.00	950.00
Payment Number	1212521	Payment Date	06/03/25	Vendor	10155	IL STATE BAR ASSOCIATION	Status	Issued
10155 45490 050525				IX 100	06/04/25	455.00	0.00	455.00
				***	Payment Total	455.00	0.00	455.00
Payment Number	1212522	Payment Date	06/03/25	Vendor	10858	ILLINOIS GOVERNMENT FINANCE	Status	Issued
10858 052325				IX 100	06/22/25	700.00	0.00	700.00
				***	Payment Total	700.00	0.00	700.00
Payment Number	1212523	Payment Date	06/03/25	Vendor	46221	JC INSULATIONS INC	Status	Issued
46221 231198				IX 100	06/14/25	4,640.00	0.00	4,640.00
				***	Payment Total	4,640.00	0.00	4,640.00
Payment Number	1212524	Payment Date	06/03/25	Vendor	10770	NATIONAL INSTITUTE OF	Status	Issued
10770 630642				IX 100	06/13/25	372.00	0.00	372.00
				***	Payment Total	372.00	0.00	372.00
Payment Number	1212525	Payment Date	06/03/25	Vendor	10770	NATIONAL INSTITUTE OF	Status	Issued
10770 630643				IX 100	06/13/25	272.00	0.00	272.00
				***	Payment Total	272.00	0.00	272.00
Payment Number	1212526	Payment Date	06/03/25	Vendor	10770	NATIONAL INSTITUTE OF	Status	Issued
10770 631213				IX 100	06/21/25	272.00	0.00	272.00
				***	Payment Total	272.00	0.00	272.00
Payment Number	1212527	Payment Date	06/03/25	Vendor	10770	NATIONAL INSTITUTE OF	Status	Issued
10770 631427				IX 100	06/27/25	272.00	0.00	272.00
				***	Payment Total	272.00	0.00	272.00
Payment Number	1212528	Payment Date	06/03/25	Vendor	10770	NATIONAL INSTITUTE OF	Status	Issued
10770 631442				IX 100	06/27/25	372.00	0.00	372.00
				***	Payment Total	372.00	0.00	372.00
Payment Number	1212529	Payment Date	06/03/25	Vendor	10057	NICOR GAS	Status	Issued
10057 18209900002 051425				IX 100	06/13/25	868.98	0.00	868.98
				***	Payment Total	868.98	0.00	868.98
Payment Number	1212530	Payment Date	06/03/25	Vendor	10177	NORTH EAST MULTI REGIONAL	Status	Issued
10177 378856				IX 100	06/12/25	35.00	0.00	35.00

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 4  
Time 11:43 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 10177 378882	1212530	Payment Date 06/03/25	Vendor 10177			NORTH EAST MULTI REGIONAL	Status Issued	
			IX 100 06/12/25			800.00	0.00	800.00
			*** Payment Total			835.00	0.00	835.00
Payment Number 29508 2025 #63	1212531	Payment Date 06/03/25	Vendor 29508			OKUNSKAYA, TATIANA	Status Issued	
			IX 100 06/26/25			220.86	0.00	220.86
			IX 100 06/27/25			160.00	0.00	160.00
			*** Payment Total			380.86	0.00	380.86
Payment Number 15171 BOARD-UP	1212532	Payment Date 06/03/25	Vendor 15171			PAUL DAVIS RESTORATION OF	Status Issued	
			IX 100 04/10/25			552.97	0.00	552.97
			*** Payment Total			552.97	0.00	552.97
Payment Number 11114 273755	1212533	Payment Date 06/03/25	Vendor 11114			PET SUPPLIES PLUS	Status Issued	
			IX 100 06/20/25			111.62	0.00	111.62
			*** Payment Total			111.62	0.00	111.62
Payment Number 42756 I0425_116	1212534	Payment Date 06/03/25	Vendor 42756			PGLS LLC	Status Issued	
			IX 100 05/30/25			932.23	0.00	932.23
			*** Payment Total			932.23	0.00	932.23
Payment Number 11145 2413311	1212535	Payment Date 06/03/25	Vendor 11145			RAY O'HERRON CO INC	Status Issued	
			IX 100 06/22/25			31.62	0.00	31.62
			IX 100 06/26/25			462.36	0.00	462.36
			IX 100 06/26/25			39.94	0.00	39.94
			IX 100 06/26/25			403.79	0.00	403.79
			IX 100 06/29/25			2,954.00	0.00	2,954.00
			*** Payment Total			3,891.71	0.00	3,891.71
Payment Number 44503 INV-11225	1212536	Payment Date 06/03/25	Vendor 44503			RECAST SOFTWARE, INC	Status Issued	
			IX 100 06/21/25			5,355.00	0.00	5,355.00
			*** Payment Total			5,355.00	0.00	5,355.00
Payment Number 23985 3095726278	1212537	Payment Date 06/03/25	Vendor 23985			RELX INC	Status Issued	
			IX 100 05/30/25			1,006.20	0.00	1,006.20
			*** Payment Total			1,006.20	0.00	1,006.20
Payment Number 10034 S1621812.001	1212538	Payment Date 06/03/25	Vendor 10034			ROYAL PIPE & SUPPLY CO.	Status Issued	
			IX 100 05/29/25			10,763.40	0.00	10,763.40
			*** Payment Total			10,763.40	0.00	10,763.40
Payment Number 40579 TRV20250519	1212539	Payment Date 06/03/25	Vendor 40579			SCHULTZ, ERIN	Status Issued	
			IX 100 05/30/25			454.80	0.00	454.80
			*** Payment Total			454.80	0.00	454.80
Payment Number 26479 CK10176	1212540	Payment Date 06/03/25	Vendor 26479			SHERIFF ADMINISTRATIVE ACCOUNT	Status Issued	
			IX 100 06/20/25			83.38	0.00	83.38
			IX 100 06/21/25			127.22	0.00	127.22
			IX 100 06/27/25			360.00	0.00	360.00



# Bank Account Payment History

AP255 Date 06/03/25 Time 11:43		Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History		USD		Page 5		
Cash Code 1414 Bank 071923909		Payment Date Range 06/03/25 thru 06/03/25		Payment Currency USD				
Payment Code CHK								
Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
<hr/>								
Payment Number 1212540	Payment Date 06/03/25	Vendor 26479	SHERIFF ADMINISTRATIVE ACCOUNT		Status Issued			
		*** Payment Total	570.60		0.00	570.60		
Payment Number 1212541	Payment Date 06/03/25	Vendor 14389	SHI INTERNATIONAL CORP		Status Issued			
14389 B19771878		IX 100 06/18/25	51,744.00		0.00	51,744.00		
		*** Payment Total	51,744.00		0.00	51,744.00		
Payment Number 1212542	Payment Date 06/03/25	Vendor 44153	RASMUSSEN, PATRICIA		Status Issued			
44153 DPG-25-005		IX 100 06/26/25	2,200.00		0.00	2,200.00		
		*** Payment Total	2,200.00		0.00	2,200.00		
Payment Number 1212543	Payment Date 06/03/25	Vendor 40928	STREICHER'S, INC.		Status Issued			
40928 I1761848		IX 100 06/13/25	318.00		0.00	318.00		
		*** Payment Total	318.00		0.00	318.00		
Payment Number 1212544	Payment Date 06/03/25	Vendor 39272	TACCONA,RITA		Status Issued			
39272 050525 052725		IX 100 06/27/25	3,620.00		0.00	3,620.00		
		*** Payment Total	3,620.00		0.00	3,620.00		
Payment Number 1212545	Payment Date 06/03/25	Vendor 32034	TIRRANO LLC		Status Issued			
32034 6 052925		IX 100 06/28/25	5,579.16		0.00	5,579.16		
		*** Payment Total	5,579.16		0.00	5,579.16		
Payment Number 1212546	Payment Date 06/03/25	Vendor 10597	VERIZON		Status Issued			
10597 6109858277		IX 100 05/01/25	431.98		0.00	431.98		
		*** Payment Total	431.98		0.00	431.98		
Payment Number 1212547	Payment Date 06/03/25	Vendor 10068	WAREHOUSE DIRECT, INC.		Status Issued			
10068 5931300-0		IX 100 06/21/25	170.97		0.00	170.97		
		*** Payment Total	170.97		0.00	170.97		
		*** Payment Code CHK Total	157,631.28		0.00	157,631.28		
		Payment Count	39					
		*** Cash Code 1414 Total	199,241.78		0.00	199,241.78		
		Payment Count	47					
		*** Pay Group 1000 USD Total	199,241.78		0.00	199,241.78		
		Payment Count	47					

# Bank Account Payment History

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AP255 Date: 06/03/25  
Time: 11:43

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 2

Pay Group: 1100

Cash Code: 1414

Class C Accounts Payable

Payment Date: 060325 - 060325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1  
Time 11:44 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535452	Payment Date	06/03/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	1CWQ-6PP7-33WW			IX 170	06/26/25	181.29	0.00	181.29
				***	Payment Total	181.29	0.00	181.29
Payment Number	535453	Payment Date	06/03/25	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667	AD9X66M			IX 170	06/04/25	5,778.80	0.00	5,778.80
				***	Payment Total	5,778.80	0.00	5,778.80
				***	Payment Code ACH Total	5,960.09	0.00	5,960.09
					Payment Count	2		

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2  
Time 11:44 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212548	Payment Date 06/03/25	Vendor 45524	CHAPLIN, ELIZABETH M.	Status Issued				
45524 TRV20250519		IX 150 05/30/25	693.78	0.00	693.78			
		*** Payment Total	693.78	0.00	693.78			
Payment Number 1212549	Payment Date 06/03/25	Vendor 34894	FRANCO, GUILLERMO	Status Issued				
34894 TRV20250519		IX 150 05/29/25	448.26	0.00	448.26			
		*** Payment Total	448.26	0.00	448.26			
Payment Number 1212550	Payment Date 06/03/25	Vendor 10057	NICOR GAS	Status Issued				
10057 41473210007 051425		IX 120 06/13/25	1,433.80	0.00	1,433.80			
		*** Payment Total	1,433.80	0.00	1,433.80			
Payment Number 1212551	Payment Date 06/03/25	Vendor 26311	WIGHT CONSTRUCTION SERVICES	Status Issued				
26311 240025-8		IX 105 05/30/25	115,065.44	0.00	115,065.44			
		*** Payment Total	115,065.44	0.00	115,065.44			
Payment Number 1212552	Payment Date 06/03/25	Vendor 41790	WSP USA BUILDINGS INC. - JPM	Status Issued				
41790 40183575-14		IX 105 05/24/25	12,675.00	0.00	12,675.00			
		*** Payment Total	12,675.00	0.00	12,675.00			
		*** Payment Code CHK Total	130,316.28	0.00	130,316.28			
		Payment Count	5					
		*** Cash Code 1414 Total	136,276.37	0.00	136,276.37			
		Payment Count	7					
		*** Pay Group 1100 USD Total	136,276.37	0.00	136,276.37			
		Payment Count	7					

# Bank Account Payment History

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AP255 Date: 06/03/25  
Time: 11:44

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 3

Pay Group: 1200

Cash Code: 1414

Class C Accounts Payable

Payment Date: 060325 - 060325

Payment Numbers: -

Payment Code:

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1  
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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
 Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535454	Payment Date	06/03/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	196J-JN6P-DK79			IX 100	06/20/25	49.81	0.00	49.81
				***	Payment Total	49.81	0.00	49.81
Payment Number	535455	Payment Date	06/03/25	Vendor	12992	JDF SERVICES INC	Status	Issued
12992	IVC00000009424818			IX 100	06/24/25	1,752.25	0.00	1,752.25
				***	Payment Total	1,752.25	0.00	1,752.25
Payment Number	535456	Payment Date	06/03/25	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667	AE2I43C			IX 100	06/15/25	856.60	0.00	856.60
				***	Payment Total	856.60	0.00	856.60
				***	Payment Code ACH Total	2,658.66	0.00	2,658.66
					Payment Count	3		

# Bank Account Payment History

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Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212553	Payment Date	06/03/25	Vendor	38093	ALPHA BAKING COMPANY	Status	Issued
38093	250010139011		IX 100	06/18/25		171.39	0.00	171.39
38093	250010140018		IX 100	06/19/25		146.66	0.00	146.66
38093	250010142020		IX 100	06/21/25		96.68	0.00	96.68
38093	250010144015		IX 100	06/23/25		365.46	0.00	365.46
38093	250010147016		IX 100	06/26/25		213.66	0.00	213.66
		*** Payment Total				993.85	0.00	993.85
Payment Number	1212554	Payment Date	06/03/25	Vendor	26602	CARDINAL HEALTH 110, LLC	Status	Issued
26602	7416980673		IX 100	05/09/25		574.69	0.00	574.69
26602	7417336733		IX 100	05/11/25		11.34	0.00	11.34
26602	7421927191		IX 100	06/15/25		108.08	0.00	108.08
		*** Payment Total				694.11	0.00	694.11
Payment Number	1212555	Payment Date	06/03/25	Vendor	30801	MCKESSON MEDICAL - SURGICAL	Status	Issued
30801	23794901		IX 100	06/19/25		2,781.21	0.00	2,781.21
30801	23797430		IX 100	06/19/25		95.56	0.00	95.56
		*** Payment Total				2,876.77	0.00	2,876.77
Payment Number	1212556	Payment Date	06/03/25	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status	Issued
39549	421145745001		IX 100	06/05/25		34.49	0.00	34.49
		*** Payment Total				34.49	0.00	34.49
Payment Number	1212557	Payment Date	06/03/25	Vendor	38749	PERFORMANCE FOODSERVICE	Status	Issued
38749	5906936		IX 100	06/19/25		579.22	0.00	579.22
38749	5909293		IX 100	06/21/25		789.45	0.00	789.45
		*** Payment Total				1,368.67	0.00	1,368.67
Payment Number	1212558	Payment Date	06/03/25	Vendor	30134	PTS COMMUNICATIONS	Status	Issued
30134	2142863		IX 100	06/21/25		75.00	0.00	75.00
		*** Payment Total				75.00	0.00	75.00
Payment Number	1212559	Payment Date	06/03/25	Vendor	34012	REDSAIL TECHNOLOGIES, LLC	Status	Issued
34012	RSTSCI-200703		IX 100	06/16/25		278.39	0.00	278.39
		*** Payment Total				278.39	0.00	278.39
Payment Number	1212560	Payment Date	06/03/25	Vendor	10555	SYSKO FOOD SERVICES-CHICAGO	Status	Issued
10555	124A2145Z		IX 100	04/23/25		17.69	0.00	17.69
10555	124A2211Z		IX 100	04/30/25		33.01	0.00	33.01
10555	124A2233Z		IX 100	05/04/25		33.01	0.00	33.01
10555	124A2359Z		IX 100	05/21/25		18.51	0.00	18.51
10555	124A2386Z		IX 100	05/23/25		20.58	0.00	20.58
10555	824166812		IX 100	04/09/25		135.55	0.00	135.55
10555	824166813		IX 100	04/09/25		3,886.28	0.00	3,886.28
10555	824166814		IX 100	04/09/25		2,925.46	0.00	2,925.46
10555	824166815		IX 100	04/09/25		385.42	0.00	385.42
10555	824166816		IX 100	04/09/25		26.47	0.00	26.47
10555	824166817		IX 100	04/09/25		44.98	0.00	44.98
10555	824361504		IX 100	06/21/25		559.68	0.00	559.68

# Bank Account Payment History

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Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212560	Payment Date	06/03/25	Vendor	10555	SYSKO FOOD SERVICES-CHICAGO	Status	Issued
10555	824361514		IX	100	06/21/25	924.76	0.00	924.76
10555	824361515		IX	100	06/21/25	2,855.25	0.00	2,855.25
10555	824361516		IX	100	06/21/25	614.52	0.00	614.52
10555	824361517		IX	100	06/21/25	70.52	0.00	70.52
10555	824371761		IX	100	06/25/25	101.55	0.00	101.55
10555	824371762		IX	100	06/25/25	508.84	0.00	508.84
10555	824371763		IX	100	06/25/25	209.36	0.00	209.36
10555	824371764		IX	100	06/25/25	221.84	0.00	221.84
10555	824371765		IX	100	06/25/25	111.62	0.00	111.62
10555	824371767		IX	100	06/25/25	16.59	0.00	16.59
10555	824371768		IX	100	06/25/25	43.08	0.00	43.08
10555	824371769		IX	100	06/25/25	418.23	0.00	418.23
10555	824371770		IX	100	06/25/25	6.48	0.00	6.48
10555	824371771		IX	100	06/25/25	235.94	0.00	235.94
10555	824378328		IX	100	06/28/25	115.29	0.00	115.29
*** Payment Total						14,540.51	0.00	14,540.51
Payment Number	1212561	Payment Date	06/03/25	Vendor	29088	THE AMERICAN BOTTLING COMPANY	Status	Issued
29088	4670502072		IX	100	06/01/25	928.00	0.00	928.00
*** Payment Total						928.00	0.00	928.00
Payment Number	1212562	Payment Date	06/03/25	Vendor	36338	VALDES, LLC	Status	Issued
36338	100842		IX	100	06/21/25	532.35	0.00	532.35
*** Payment Total						532.35	0.00	532.35
*** Payment Code CHK Total						22,322.14	0.00	22,322.14
Payment Count						10		
*** Cash Code 1414 Total						24,980.80	0.00	24,980.80
Payment Count						13		
*** Pay Group 1200 USD Total						24,980.80	0.00	24,980.80
Payment Count						13		



# Bank Account Payment History

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AP255 Date: 06/03/25  
Time: 11:44

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 5

Pay Group: 1400

Cash Code: 1414

Class C Accounts Payable

Payment Date: 060325 - 060325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 1400 JUDICIAL PAY GROUP USD Page 1  
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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 535457	Payment Date 06/03/25	Vendor 13227				NORTHEAST DUPAGE FAMILY AND	Status Issued	
13227 STEPUP-APR2025		IX 130 06/12/25				1,365.00	0.00	1,365.00
		*** Payment Total				1,365.00	0.00	1,365.00
Payment Number 535458	Payment Date 06/03/25	Vendor 44522				TOSHIBA AMERICA BUSINESS	Status Issued	
44522 6293119X		IX 130 05/29/25				1,934.52	0.00	1,934.52
44522 6553020		IX 130 05/29/25				1,474.88	0.00	1,474.88
		*** Payment Total				3,409.40	0.00	3,409.40
		*** Payment Code ACH Total				4,774.40	0.00	4,774.40
		Payment Count				2		
		*** Cash Code 1414 Total				4,774.40	0.00	4,774.40
		Payment Count				2		
		*** Pay Group 1400 USD Total				4,774.40	0.00	4,774.40
		Payment Count				2		

# Bank Account Payment History

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AP255 Date: 06/03/25  
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JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 6

Pay Group: 1500

Cash Code: 1414

Class C Accounts Payable

Payment Date: 060325 - 060325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1  
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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535459	Payment Date	06/03/25	Vendor	10752	ALFRED BENESCH AND CO	Status	Issued
10752 12/318233				IX 101	05/22/25	49,670.22	0.00	49,670.22
				***	Payment Total	49,670.22	0.00	49,670.22
Payment Number	535460	Payment Date	06/03/25	Vendor	10234	CHRISTOPHER B BURKE ENG LTD	Status	Issued
10234 12-200262				IX 100	05/10/25	58,290.32	0.00	58,290.32
10234 6-200192				IX 100	05/09/25	23,552.72	0.00	23,552.72
				***	Payment Total	81,843.04	0.00	81,843.04
Payment Number	535461	Payment Date	06/03/25	Vendor	37745	FGM ARCHITECTS	Status	Issued
37745 5877-13				IX 100	05/23/25	28,089.05	0.00	28,089.05
				***	Payment Total	28,089.05	0.00	28,089.05
Payment Number	535462	Payment Date	06/03/25	Vendor	12406	H.W. LOCHNER, INC	Status	Issued
12406 7439-02				IX 100	05/14/25	15,676.02	0.00	15,676.02
				***	Payment Total	15,676.02	0.00	15,676.02
Payment Number	535463	Payment Date	06/03/25	Vendor	22999	OLD REPUBLIC NATIONAL TITLE	Status	Issued
22999 25173335				IX 100	05/29/25	350.00	0.00	350.00
22999 25173337				IX 100	06/07/25	350.00	0.00	350.00
22999 25173338				IX 100	06/04/25	350.00	0.00	350.00
22999 25173339				IX 100	06/04/25	350.00	0.00	350.00
22999 25173340				IX 100	06/04/25	350.00	0.00	350.00
				***	Payment Total	1,750.00	0.00	1,750.00
Payment Number	535464	Payment Date	06/03/25	Vendor	44522	TOSHIBA AMERICA BUSINESS	Status	Issued
44522 6552990				IX 100	06/01/25	773.80	0.00	773.80
				***	Payment Total	773.80	0.00	773.80
				***	Payment Code ACH Total	177,802.13	0.00	177,802.13
					Payment Count	6		

# Bank Account Payment History

AP255 Date 06/03/25  
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Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212563	Payment Date	06/03/25	Vendor	40962	A M AUTO GLASS AND TINTED	Status Issued	
40962 31759				IX 100	06/08/25	875.00	0.00	875.00
40962 31830				IX 100	06/19/25	200.00	0.00	200.00
40962 32003				IX 100	06/22/25	485.00	0.00	485.00
40962 32004				IX 100	06/22/25	350.00	0.00	350.00
40962 32005				IX 100	06/22/25	350.00	0.00	350.00
				*** Payment Total		2,260.00	0.00	2,260.00
Payment Number	1212564	Payment Date	06/03/25	Vendor	12842	ADVANCED PHYSICIANS SC	Status Issued	
12842 305882				IX 100	05/14/25	130.00	0.00	130.00
				*** Payment Total		130.00	0.00	130.00
Payment Number	1212565	Payment Date	06/03/25	Vendor	39153	ADVANTAGE TRAILER & HITCHES	Status Issued	
39153 110714				IX 100	06/11/25	345.50	0.00	345.50
				*** Payment Total		345.50	0.00	345.50
Payment Number	1212566	Payment Date	06/03/25	Vendor	12573	ALEXANDER EQUIPMENT	Status Issued	
12573 216642				IX 100	06/12/25	749.95	0.00	749.95
				*** Payment Total		749.95	0.00	749.95
Payment Number	1212567	Payment Date	06/03/25	Vendor	10009	AT&T MOBILITY	Status Issued	
10009 287260846355X05152025				IX 100	06/06/25	129.69	0.00	129.69
				*** Payment Total		129.69	0.00	129.69
Payment Number	1212568	Payment Date	06/03/25	Vendor	10309	ATLAS BOBCAT LLC	Status Issued	
10309 Q58712				IX 100	05/29/25	900.00	0.00	900.00
				*** Payment Total		900.00	0.00	900.00
Payment Number	1212569	Payment Date	06/03/25	Vendor	11005	BRACING SYSTEMS INC	Status Issued	
11005 461697-1				IX 100	06/08/25	1,149.30	0.00	1,149.30
				*** Payment Total		1,149.30	0.00	1,149.30
Payment Number	1212570	Payment Date	06/03/25	Vendor	11863	CINTAS #344	Status Issued	
11863 9320011251				IX 100	06/05/25	67.47	0.00	67.47
11863 9320138295				IX 100	06/06/25	97.18	0.00	97.18
				*** Payment Total		164.65	0.00	164.65
Payment Number	1212571	Payment Date	06/03/25	Vendor	10959	CITY OF NAPERVILLE	Status Issued	
10959 232329-139916 050525				IX 100	06/02/25	91.72	0.00	91.72
10959 232329-139918 050525				IX 100	06/02/25	77.60	0.00	77.60
				*** Payment Total		169.32	0.00	169.32
Payment Number	1212572	Payment Date	06/03/25	Vendor	10023	COM ED	Status Issued	
10023 6853352222 091324				IX 100	10/13/24	927.38	0.00	927.38
				*** Payment Total		927.38	0.00	927.38
Payment Number	1212573	Payment Date	06/03/25	Vendor	11506	COMMERCIAL TIRE SERVICE INC	Status Issued	
11506 3330050049				IX 100	06/13/25	695.00	0.00	695.00

# Bank Account Payment History

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Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD  
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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212573	Payment Date	06/03/25	Vendor	11506	COMMERCIAL TIRE SERVICE INC	Status Issued	
				***	Payment Total	695.00	0.00	695.00
Payment Number	1212574	Payment Date	06/03/25	Vendor	27603	CORE & MAIN LP	Status Issued	
	27603 W915366			IX	100 06/01/25	815.36	0.00	815.36
	27603 W942988			IX	100 06/07/25	1,223.04	0.00	1,223.04
				***	Payment Total	2,038.40	0.00	2,038.40
Payment Number	1212575	Payment Date	06/03/25	Vendor	10218	DUPAGE TOPSOIL INC	Status Issued	
	10218 058666			IX	100 05/30/25	260.00	0.00	260.00
				***	Payment Total	260.00	0.00	260.00
Payment Number	1212576	Payment Date	06/03/25	Vendor	11196	FEDEX	Status Issued	
	11196 8-868-99726			IX	100 06/20/25	71.00	0.00	71.00
				***	Payment Total	71.00	0.00	71.00
Payment Number	1212577	Payment Date	06/03/25	Vendor	10157	GRAINGER INC	Status Issued	
	10157 9492349148			IX	100 05/31/25	43.94	0.00	43.94
				***	Payment Total	43.94	0.00	43.94
Payment Number	1212578	Payment Date	06/03/25	Vendor	29217	GREAT LAKES CONCRETE, LLC	Status Issued	
	29217 255444			IX	100 06/19/25	295.68	0.00	295.68
				***	Payment Total	295.68	0.00	295.68
Payment Number	1212579	Payment Date	06/03/25	Vendor	12084	HAGGERTY FORD	Status Issued	
	12084 3-20817			IX	100 06/16/25	60.21	0.00	60.21
	12084 3-20822			IX	100 06/16/25	139.09	0.00	139.09
	12084 3-20826			IX	100 06/16/25	191.11	0.00	191.11
	12084 3-20830			IX	100 06/21/25	737.50	0.00	737.50
	12084 3-20837			IX	100 06/19/25	62.41	0.00	62.41
	12084 3-20864			IX	100 06/20/25	281.58	0.00	281.58
	12084 3-81331			IX	100 05/31/25	1,123.78	0.00	1,123.78
	12084 3-81491			IX	100 06/11/25	268.74	0.00	268.74
				***	Payment Total	2,864.42	0.00	2,864.42
Payment Number	1212580	Payment Date	06/03/25	Vendor	11102	HARRINGTON INDUSTRIAL PLASTICS	Status Issued	
	11102 023K2321			IX	100 05/15/25	413.38	0.00	413.38
				***	Payment Total	413.38	0.00	413.38
Payment Number	1212581	Payment Date	06/03/25	Vendor	11812	HD SUPPLY FORMERLY HOME DEPOT	Status Issued	
	11812 862391190			IX	100 05/30/25	249.22	0.00	249.22
				***	Payment Total	249.22	0.00	249.22
Payment Number	1212582	Payment Date	06/03/25	Vendor	11854	LIQUIDITY SERVICES OPERATIONS	Status Issued	
	11854 8-042025			IX	100 05/30/25	8,660.90	0.00	8,660.90
				***	Payment Total	8,660.90	0.00	8,660.90
Payment Number	1212583	Payment Date	06/03/25	Vendor	10197	MACS BODY SHOP INC	Status Issued	
	10197 RO-783			IX	100 06/13/25	4,621.10	0.00	4,621.10

# Bank Account Payment History

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Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212583	Payment Date	06/03/25	Vendor	10197	MACS BODY SHOP INC	Status Issued	
				***	Payment Total	4,621.10	0.00	4,621.10
Payment Number	1212584	Payment Date	06/03/25	Vendor	10697	MCCANN INDUSTRIES INC	Status Issued	
10697 P25704				IX 100	06/08/25	493.53	0.00	493.53
				***	Payment Total	493.53	0.00	493.53
Payment Number	1212585	Payment Date	06/03/25	Vendor	10139	MCMaster-CARR	Status Issued	
10139 45264803				IX 100	06/06/25	15.92	0.00	15.92
				***	Payment Total	15.92	0.00	15.92
Payment Number	1212586	Payment Date	06/03/25	Vendor	10055	MURPHY ACE HARDWARE	Status Issued	
10055 954667				IX 100	05/28/25	173.45	0.00	173.45
10055 954739				IX 100	06/01/25	17.62	0.00	17.62
10055 954787				IX 100	06/05/25	17.99	0.00	17.99
				***	Payment Total	209.06	0.00	209.06
Payment Number	1212587	Payment Date	06/03/25	Vendor	11213	NAPA AUTO PARTS	Status Issued	
11213 281499				IX 100	06/07/25	26.38	0.00	26.38
11213 281883				IX 100	06/11/25	11,694.13	0.00	11,694.13
11213 282108				IX 100	06/13/25	113.12	0.00	113.12
11213 282344				IX 100	06/15/25	2,700.00	0.00	2,700.00
				***	Payment Total	14,533.63	0.00	14,533.63
Payment Number	1212588	Payment Date	06/03/25	Vendor	10803	NAPCO STEEL INC.	Status Issued	
10803 480857				IX 100	06/14/25	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1212589	Payment Date	06/03/25	Vendor	19668	NAPERVILLE TOWNSHIP	Status Issued	
19668 5834-37				IX 100	05/30/25	6,712.51	0.00	6,712.51
19668 5834-38				IX 100	06/08/25	6,712.51	0.00	6,712.51
19668 5834-39				IX 100	06/15/25	6,712.51	0.00	6,712.51
				***	Payment Total	20,137.53	0.00	20,137.53
Payment Number	1212590	Payment Date	06/03/25	Vendor	27170	VCNA PRAIRIE LLC	Status Issued	
27170 891969947				IX 100	06/13/25	994.76	0.00	994.76
				***	Payment Total	994.76	0.00	994.76
Payment Number	1212591	Payment Date	06/03/25	Vendor	10597	VERIZON	Status Issued	
10597 6109858277A				IX 100	05/01/25	864.57	0.00	864.57
10597 6112353109A				IX 100	05/31/25	864.48	0.00	864.48
10597 6112353110				IX 100	05/31/25	751.25	0.00	751.25
				***	Payment Total	2,480.30	0.00	2,480.30
*** Payment Code CHK Total						66,103.56	0.00	66,103.56
Payment Count						29		

# Bank Account Payment History

AP255	Date	06/03/25	Pay Group	1500 HWY STREETS & BRIDGES	PAY GRP	USD			Page	5	
	Time	11:44	Bank Account Payment History								
			Payment Date Range	06/03/25	thru	06/03/25					
Cash Code	1414	Bank	071923909	*** Cash Code	1414	Total	Payment Currency	USD			
						243,905.69			0.00	243,905.69	
						Payment Count	35				
			*** Pay Group	1500	USD	Total					
						243,905.69			0.00	243,905.69	
						Payment Count	35				



# Bank Account Payment History

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AP255 Date: 06/03/25  
Time: 11:45

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 8

Pay Group: 2000

Cash Code: 1414

Class C Accounts Payable

Payment Date: 060325 - 060325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1  
Time 11:45 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535465	Payment Date	06/03/25	Vendor	10124	GRAYBAR	Status	Issued
10124	9341601572	IX	100	05/09/25		308.25	0.00	308.25
10124	9341688344	IX	100	05/16/25		233.76	0.00	233.76
10124	9341688346	IX	100	05/16/25		56.47	0.00	56.47
10124	9341696588	IX	100	05/17/25		101.56	0.00	101.56
10124	9341714107	IX	100	05/18/25		86.50	0.00	86.50
10124	9341723990	IX	100	05/19/25		437.78	0.00	437.78
10124	9341723991	IX	100	05/19/25		188.72	0.00	188.72
10124	9341778777	IX	100	05/23/25		247.75	0.00	247.75
10124	9341778778	IX	100	05/23/25		98.72	0.00	98.72
10124	9341815539	IX	100	05/25/25		292.64	0.00	292.64
10124	9341835510	IX	100	05/28/25		1,157.04	0.00	1,157.04
*** Payment Total						3,209.19	0.00	3,209.19
*** Payment Code ACH Total						3,209.19	0.00	3,209.19
Payment Count						1		

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 2  
Time 11:45 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212592	Payment Date 06/03/25	Vendor 14344	PROGRESSIVE LEASING COMPANY	Status Issued				
14344 PSO000173-1		IX 100 05/30/25	1,345.00	0.00	1,345.00			
		*** Payment Total	1,345.00	0.00	1,345.00			
Payment Number 1212593	Payment Date 06/03/25	Vendor 10023	COM ED	Status Issued				
10023 1914936000 050825		IX 100 06/07/25	2,287.88	0.00	2,287.88			
		*** Payment Total	2,287.88	0.00	2,287.88			
Payment Number 1212594	Payment Date 06/03/25	Vendor 38645	FEHR GRAHAM & ASSOCIATES LLC	Status Issued				
38645 128712		IX 100 02/23/25	180.60	0.00	180.60			
		*** Payment Total	180.60	0.00	180.60			
Payment Number 1212595	Payment Date 06/03/25	Vendor 13094	LAND AND LAKES COMPANY	Status Issued				
13094 5189		IX 100 06/14/25	1,980.72	0.00	1,980.72			
		*** Payment Total	1,980.72	0.00	1,980.72			
Payment Number 1212596	Payment Date 06/03/25	Vendor 46245	MILLBROOK LISLE 701 LLC	Status Issued				
46245 053025		IX 100 05/30/25	6,503.66	0.00	6,503.66			
		*** Payment Total	6,503.66	0.00	6,503.66			
Payment Number 1212597	Payment Date 06/03/25	Vendor 10185	NEUCO INC	Status Issued				
10185 8712866		IX 100 06/04/25	1,268.80	0.00	1,268.80			
		*** Payment Total	1,268.80	0.00	1,268.80			
Payment Number 1212598	Payment Date 06/03/25	Vendor 10797	THE SHERWIN WILLIAMS CO	Status Issued				
10797 7335-9		IX 100 06/21/25	154.75	0.00	154.75			
		*** Payment Total	154.75	0.00	154.75			
Payment Number 1212599	Payment Date 06/03/25	Vendor 46195	TINT TO U GLASS TINTING INC	Status Issued				
46195 1406471578		IX 100 06/05/25	2,875.00	0.00	2,875.00			
		*** Payment Total	2,875.00	0.00	2,875.00			
		*** Payment Code CHK Total	16,596.41	0.00	16,596.41			
		Payment Count	8					
		*** Cash Code 1414 Total	19,805.60	0.00	19,805.60			
		Payment Count	9					
		*** Pay Group 2000 USD Total	19,805.60	0.00	19,805.60			
		Payment Count	9					

# Bank Account Payment History

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AP255 Date: 06/03/25  
Time: 11:45

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 9

Pay Group: 5000

Cash Code: 1414

Class C Accounts Payable

Payment Date: 060325 - 060325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 06/03/25  
Time 11:46

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535466	Payment Date	06/03/25	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	143N-LNXV-1M7V		IX 101	06/26/25		399.99	0.00	399.99
26753	1JTX-CRKW-7GNV		IX 101	06/27/25		47.47	0.00	47.47
26753	1XCQ-K7H1-CCCM		IX 202	06/23/25		15.27	0.00	15.27
			***	Payment Total		462.73	0.00	462.73
Payment Number	535467	Payment Date	06/03/25	Vendor	28463	CATHOLIC CHARITIES OF THE ARCH	Status	Issued
28463	CCDOJ-009		IX 110	06/11/25		159,573.66	0.00	159,573.66
			***	Payment Total		159,573.66	0.00	159,573.66
Payment Number	535468	Payment Date	06/03/25	Vendor	12531	CTS, INC.	Status	Issued
12531	385817		IX 105	06/15/25		3,495.00	0.00	3,495.00
			***	Payment Total		3,495.00	0.00	3,495.00
Payment Number	535469	Payment Date	06/03/25	Vendor	11821	LOAVES AND FISHES COMMUNITY	Status	Issued
11821	TREASURY-A2-LF009		IX 110	06/15/25		134,261.17	0.00	134,261.17
			***	Payment Total		134,261.17	0.00	134,261.17
Payment Number	535470	Payment Date	06/03/25	Vendor	11959	OUTREACH COMMUNITY MINISTRIES	Status	Issued
11959	OCMERAP0017AO		IX 110	06/20/25		3,011.60	0.00	3,011.60
			***	Payment Total		3,011.60	0.00	3,011.60
Payment Number	535471	Payment Date	06/03/25	Vendor	11959	OUTREACH COMMUNITY MINISTRIES	Status	Issued
11959	OCMERAP0020AO		IX 110	06/20/25		3,851.96	0.00	3,851.96
			***	Payment Total		3,851.96	0.00	3,851.96
Payment Number	535472	Payment Date	06/03/25	Vendor	11959	OUTREACH COMMUNITY MINISTRIES	Status	Issued
11959	OCMERAP0022A		IX 110	06/15/25		10,585.00	0.00	10,585.00
			***	Payment Total		10,585.00	0.00	10,585.00
Payment Number	535473	Payment Date	06/03/25	Vendor	11959	OUTREACH COMMUNITY MINISTRIES	Status	Issued
11959	OCMERAP018AO		IX 110	06/20/25		4,367.16	0.00	4,367.16
			***	Payment Total		4,367.16	0.00	4,367.16
Payment Number	535474	Payment Date	06/03/25	Vendor	11959	OUTREACH COMMUNITY MINISTRIES	Status	Issued
11959	OCMERAP023A		IX 110	06/27/25		65,043.49	0.00	65,043.49
			***	Payment Total		65,043.49	0.00	65,043.49
Payment Number	535475	Payment Date	06/03/25	Vendor	11959	OUTREACH COMMUNITY MINISTRIES	Status	Issued
11959	OCMERAP024A		IX 110	06/28/25		4,825.00	0.00	4,825.00
			***	Payment Total		4,825.00	0.00	4,825.00
Payment Number	535476	Payment Date	06/03/25	Vendor	10348	PEOPLES RESOURCE CENTER	Status	Issued
10348	PRC ERA-20		IX 110	06/20/25		21,599.95	0.00	21,599.95
			***	Payment Total		21,599.95	0.00	21,599.95
Payment Number	535477	Payment Date	06/03/25	Vendor	10348	PEOPLES RESOURCE CENTER	Status	Issued
10348	PRC ERA-21		IX 110	06/26/25		9,012.18	0.00	9,012.18

# Bank Account Payment History

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Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535477	Payment Date	06/03/25	Vendor	10348	PEOPLES RESOURCE CENTER	Status	Issued
				***	Payment Total	9,012.18	0.00	9,012.18
				***	Payment Code ACH Total	420,088.90	0.00	420,088.90
					Payment Count	12		

# Bank Account Payment History

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Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212600	Payment Date	06/03/25	Vendor	38946	ABSALONSEN, KENT A	Status Issued	
38946	052125			IX	110 06/20/25	200.00	0.00	200.00
38946	052925			IX	110 06/28/25	200.00	0.00	200.00
				***	Payment Total	400.00	0.00	400.00
Payment Number	1212601	Payment Date	06/03/25	Vendor	46247	AMFP VI RAILWAY PLAZA LLC	Status Issued	
46247	TREASURY-A2-2520			IX	110 06/28/25	8,535.00	0.00	8,535.00
				***	Payment Total	8,535.00	0.00	8,535.00
Payment Number	1212602	Payment Date	06/03/25	Vendor	46247	AMFP VI RAILWAY PLAZA LLC	Status Issued	
46247	TREASURY-A2-2521			IX	110 06/28/25	218.69	0.00	218.69
				***	Payment Total	218.69	0.00	218.69
Payment Number	1212603	Payment Date	06/03/25	Vendor	24843	RP LISLE LP	Status Issued	
24843	DHS-1760-25-2507			IX	209 05/29/25	1,189.00	0.00	1,189.00
				***	Payment Total	1,189.00	0.00	1,189.00
Payment Number	1212604	Payment Date	06/03/25	Vendor	24843	RP LISLE LP	Status Issued	
24843	DHS-1760-25-2508			IX	209 05/29/25	1,266.00	0.00	1,266.00
				***	Payment Total	1,266.00	0.00	1,266.00
Payment Number	1212605	Payment Date	06/03/25	Vendor	30611	BUTCHER, MEGHAN	Status Issued	
30611	051525 052725			IX	202 05/30/25	780.00	0.00	780.00
				***	Payment Total	780.00	0.00	780.00
Payment Number	1212606	Payment Date	06/03/25	Vendor	38714	CADIZ, CAROL	Status Issued	
38714	052125			IX	110 06/20/25	200.00	0.00	200.00
38714	052825			IX	110 06/27/25	200.00	0.00	200.00
38714	052925			IX	110 06/28/25	200.00	0.00	200.00
				***	Payment Total	600.00	0.00	600.00
Payment Number	1212607	Payment Date	06/03/25	Vendor	17457	CHERN CAMDEN LLC	Status Issued	
17457	TREASURY-A2-2505			IX	110 06/15/25	6,656.00	0.00	6,656.00
				***	Payment Total	6,656.00	0.00	6,656.00
Payment Number	1212608	Payment Date	06/03/25	Vendor	17457	CHERN CAMDEN LLC	Status Issued	
17457	TREASURY-A2-2506			IX	110 06/15/25	52.20	0.00	52.20
				***	Payment Total	52.20	0.00	52.20
Payment Number	1212609	Payment Date	06/03/25	Vendor	40619	CDL AMERICA INC	Status Issued	
40619	207			IX	105 05/29/25	6,500.00	0.00	6,500.00
				***	Payment Total	6,500.00	0.00	6,500.00
Payment Number	1212610	Payment Date	06/03/25	Vendor	10023	COM ED - LIHEAP PAYMENTS	Status Issued	
10023	238731			IX	200 06/27/25	104,940.00	0.00	104,940.00
				***	Payment Total	104,940.00	0.00	104,940.00
Payment Number	1212611	Payment Date	06/03/25	Vendor	22065	COMNET GROUP INC	Status Issued	
22065	202504CG-02			IX	105 05/07/25	3,366.00	0.00	3,366.00

# Bank Account Payment History

AP255 Date 06/03/25  
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Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212611	Payment Date	06/03/25	Vendor	22065	COMNET GROUP INC	Status	Issued
22065	202505BD-04		IX 105	06/07/25		3,636.00	0.00	3,636.00
22065	202505IO-02		IX 105	06/12/25		4,767.50	0.00	4,767.50
22065	202505JA-03		IX 105	06/07/25		425.00	0.00	425.00
22065	202505JJ-02		IX 105	06/18/25		3,316.40	0.00	3,316.40
22065	202505JK-01		IX 105	06/12/25		4,730.50	0.00	4,730.50
22065	202505LM-01		IX 105	06/12/25		4,643.00	0.00	4,643.00
22065	202505RR-05		IX 105	06/15/25		1,940.00	0.00	1,940.00
22065	202505TL-03		IX 105	06/11/25		1,466.00	0.00	1,466.00
			***	Payment Total		28,290.40	0.00	28,290.40
Payment Number	1212612	Payment Date	06/03/25	Vendor	24672	DATA RECOGNITION CORPORATION	Status	Issued
24672	184342		IX 105	05/30/25		2,225.00	0.00	2,225.00
			***	Payment Total		2,225.00	0.00	2,225.00
Payment Number	1212613	Payment Date	06/03/25	Vendor	12589	DFM ASSOCIATES	Status	Issued
12589	50458		IX 208	07/01/25		14,891.00	0.00	14,891.00
			***	Payment Total		14,891.00	0.00	14,891.00
Payment Number	1212614	Payment Date	06/03/25	Vendor	42577	ESSENTIAL HOUSING IMPACT	Status	Issued
42577	TREASURY-A2-2502		IX 110	06/19/25		7,365.00	0.00	7,365.00
			***	Payment Total		7,365.00	0.00	7,365.00
Payment Number	1212615	Payment Date	06/03/25	Vendor	43546	MCCOY, CATHERINE	Status	Issued
43546	052025		IX 208	06/19/25		400.00	0.00	400.00
43546	052225		IX 110	06/21/25		200.00	0.00	200.00
43546	052925		IX 110	06/28/25		200.00	0.00	200.00
			***	Payment Total		800.00	0.00	800.00
Payment Number	1212616	Payment Date	06/03/25	Vendor	31170	FIFTEEN98 NAPERVILLE	Status	Issued
31170	DHS-1760-25-2498		IX 209	05/22/25		1,932.87	0.00	1,932.87
			***	Payment Total		1,932.87	0.00	1,932.87
Payment Number	1212617	Payment Date	06/03/25	Vendor	27414	GOVERNORS STATE UNIVERSITY -	Status	Issued
27414	304 KEENAN ANDERSON		IX 105	05/29/25		5,000.00	0.00	5,000.00
			***	Payment Total		5,000.00	0.00	5,000.00
Payment Number	1212618	Payment Date	06/03/25	Vendor	45867	HOUSE, DERRICK	Status	Issued
45867	V26035-1		IX 105	05/29/25		425.00	0.00	425.00
			***	Payment Total		425.00	0.00	425.00
Payment Number	1212619	Payment Date	06/03/25	Vendor	37508	ILLINOIS COLLEGE OF NURSING	Status	Issued
37508	041425		IX 105	05/29/25		255.00	0.00	255.00
			***	Payment Total		255.00	0.00	255.00
Payment Number	1212620	Payment Date	06/03/25	Vendor	28611	IT EXPERT SYSTEM INC	Status	Issued
28611	AC01-5102025		IX 105	05/29/25		3,000.00	0.00	3,000.00
			***	Payment Total		3,000.00	0.00	3,000.00



# Bank Account Payment History

AP255 Date 06/03/25  
Time 11:46

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1212621	Payment Date 06/03/25	Vendor 37298	LAKESIDE APARTMENTS ASSOCIATES	Status Issued				
37298 TREASURY-A2-2513		IX 110 06/26/25	7,082.01	0.00		7,082.01		
		*** Payment Total	7,082.01	0.00		7,082.01		
Payment Number 1212622	Payment Date 06/03/25	Vendor 37298	LAKESIDE APARTMENTS ASSOCIATES	Status Issued				
37298 TREASURY-A2-2515		IX 110 06/26/25	97.37	0.00		97.37		
		*** Payment Total	97.37	0.00		97.37		
Payment Number 1212623	Payment Date 06/03/25	Vendor 42616	LAMPIGNANO, JOSEPHINE	Status Issued				
42616 TREASURY-A2-2510		IX 110 06/21/25	14,200.00	0.00		14,200.00		
		*** Payment Total	14,200.00	0.00		14,200.00		
Payment Number 1212624	Payment Date 06/03/25	Vendor 38804	LAW OFFICES OF TIMOTHY A.	Status Issued				
38804 051925		IX 110 06/18/25	200.00	0.00		200.00		
38804 052025		IX 110 06/19/25	200.00	0.00		200.00		
38804 052825		IX 110 06/27/25	200.00	0.00		200.00		
		*** Payment Total	600.00	0.00		600.00		
Payment Number 1212625	Payment Date 06/03/25	Vendor 38807	LINDBERG, STEVEN C	Status Issued				
38807 052025		IX 110 06/19/25	200.00	0.00		200.00		
		*** Payment Total	200.00	0.00		200.00		
Payment Number 1212626	Payment Date 06/03/25	Vendor 25567	NATIONAL ABLE NETWORK, INC	Status Issued				
25567 2777		IX 105 05/30/25	10,000.00	0.00		10,000.00		
25567 2778		IX 105 05/29/25	10,000.00	0.00		10,000.00		
		*** Payment Total	20,000.00	0.00		20,000.00		
Payment Number 1212627	Payment Date 06/03/25	Vendor 10057	NICOR GAS	Status Issued				
10057 238736		IX 200 06/27/25	18,925.00	0.00		18,925.00		
		*** Payment Total	18,925.00	0.00		18,925.00		
Payment Number 1212628	Payment Date 06/03/25	Vendor 46243	PINEAPPLE PROPERTIES LLC	Status Issued				
46243 TREASURY-A2-2516		IX 110 06/26/25	13,490.29	0.00		13,490.29		
		*** Payment Total	13,490.29	0.00		13,490.29		
Payment Number 1212629	Payment Date 06/03/25	Vendor 46249	MATSKIV, IGOR	Status Issued				
46249 4196		IX 101 06/23/25	2,500.00	0.00		2,500.00		
		*** Payment Total	2,500.00	0.00		2,500.00		
Payment Number 1212630	Payment Date 06/03/25	Vendor 46252	SACHDEV, BHUMIKA	Status Issued				
46252 IACAA-1675-25-2524		IX 101 06/27/25	2,000.00	0.00		2,000.00		
		*** Payment Total	2,000.00	0.00		2,000.00		
Payment Number 1212631	Payment Date 06/03/25	Vendor 45601	SHAH, VISHAL	Status Issued				
45601 TREASURY-A2-2509		IX 110 06/21/25	7,450.00	0.00		7,450.00		
		*** Payment Total	7,450.00	0.00		7,450.00		
Payment Number 1212632	Payment Date 06/03/25	Vendor 39473	SOJKA, RONALD D.	Status Issued				
39473 052825		IX 110 06/27/25	200.00	0.00		200.00		

# Bank Account Payment History

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Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212632	Payment Date	06/03/25	Vendor	39473	SOJKA, RONALD D.	Status Issued	
				***	Payment Total	200.00	0.00	200.00
Payment Number	1212633	Payment Date	06/03/25	Vendor	30637	WEST CHICAGO PRESERVATION CORP	Status Issued	
	30637 IACAA-1675-25-2525			IX 101	06/02/25	2,000.00	0.00	2,000.00
				***	Payment Total	2,000.00	0.00	2,000.00
Payment Number	1212634	Payment Date	06/03/25	Vendor	12627	TUKIENDORF TRAINING INSTITUTE	Status Issued	
	12627 2025-0423			IX 105	06/06/25	10,000.00	0.00	10,000.00
				***	Payment Total	10,000.00	0.00	10,000.00
Payment Number	1212635	Payment Date	06/03/25	Vendor	40799	TURNER VET SERVICES LLC	Status Issued	
	40799 1555			IX 306	06/07/25	1,050.00	0.00	1,050.00
				***	Payment Total	1,050.00	0.00	1,050.00
Payment Number	1212636	Payment Date	06/03/25	Vendor	30075	VERVE GLOBAL INC	Status Issued	
	30075 25985			IX 105	05/30/25	6,000.00	0.00	6,000.00
				***	Payment Total	6,000.00	0.00	6,000.00
Payment Number	1212637	Payment Date	06/03/25	Vendor	31468	WEST CHICAGO PROFESSIONAL	Status Issued	
	31468 1416			IX 105	06/01/25	9,950.00	0.00	9,950.00
				***	Payment Total	9,950.00	0.00	9,950.00
				***	Payment Code CHK Total	311,065.83	0.00	311,065.83
					Payment Count	38		
				***	Cash Code 1414 Total	731,154.73	0.00	731,154.73
					Payment Count	50		
				***	Pay Group 5000 USD Total	731,154.73	0.00	731,154.73
					Payment Count	50		

# Bank Account Payment History

---

AP255 Date: 06/03/25  
Time: 11:46

JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE  
Job Name: PMTHISTORY  
Step Nbr: 10

Pay Group: 6000

Cash Code: 1414

Class C Accounts Payable

Payment Date: 060325 - 060325  
Payment Numbers: -  
Payment Code:

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1  
Time 11:46 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	535478	Payment Date	06/03/25	Vendor	12021	HAMPTON, LENZINI & RENWICK INC	Status	Issued
12021 000020251194				IX 100	06/13/25	1,426.60	0.00	1,426.60
				***	Payment Total	1,426.60	0.00	1,426.60
				***	Payment Code ACH Total	1,426.60	0.00	1,426.60
					Payment Count	1		

# Bank Account Payment History

AP255 Date 06/03/25 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 2  
Time 11:46 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 06/03/25 thru 06/03/25  
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1212638	Payment Date	06/03/25	Vendor	30938	ASHLAND LOCK COMPANY	Status	Issued
30938	1066364179			IX	100 06/05/25	515.10	0.00	515.10
		***	Payment Total			515.10	0.00	515.10
		***	Payment Code CHK Total			515.10	0.00	515.10
			Payment Count			1		
		***	Cash Code 1414 Total			1,941.70	0.00	1,941.70
			Payment Count			2		
		***	Pay Group 6000 USD Total			1,941.70	0.00	1,941.70
			Payment Count			2		



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-1391

**Agenda Date:** 6/10/2025

**Agenda #:** 8.G.

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# **MONTHLY REPORT of INVESTMENTS and DEPOSITS**

**April 2025**

Report disclosing the investments and deposits of county moneys as of the first business day of May 2025, published pursuant to the provisions of Illinois Compiled Statutes, Chapter 55, Section 5/3 - 11007. In accordance with the terms of the aforementioned statute, a copy of this report is transmitted to the County Board Chairman.



**GWEN HENRY  
DUPAGE COUNTY TREASURER**

**FILED**  
**MAY 23 2025**  
  
**DuPage County Clerk**

**DUPAGE COUNTY TREASURER**  
**INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 4/30/2025**

<b>Bank Name</b>	<b>Description</b>	<b>Balance 04/30/2025</b>
<b>Collector Accounts</b>		
First Eagle Bank	Collector	10,000.00
Parkway Bank	Collector	10,000.00
BMO/Harris Bank	Collector	185,116.28
BMO/Harris Bank	Collector Lock Box	447,361.71
Providence Bank	Collector	10,000.00
Associated Bank, NA	Collector	9,960.00
CIBC	Collector	10,000.00
Fifth Third Bank	Collector	10,436.57
First Secure Community Bank	Collector	10,000.00
Avenue Bank	Collector	10,000.00
Community Bank of Elmhurst	Collector	10,000.00
Itasca Bank & Trust Co.	Collector	10,000.00
Republic Bank	Collector	10,000.00
Wheaton Bank & Trust	Collector	701,713.29
First American Bank	Collector	10,000.00
Old Second Natl Bank /West Sub	Collector	10,000.00
Hanmi Bank	Collector	9,942.87
JPMorgan Chase Bank	Collector	12,322,247.66
Lisle Savings Bank	Collector	10,000.00
Busey Bank	Collector	9,952.03
Peoples/Royal Savings Bank	Collector	10,000.00
Old National Bank	Collector	9,606.87
Grand Ridge National Bank	Collector	10,000.00
FNBW	Collector	10,000.00
Lemont National Bank & Trust Co.	Collector	9,938.18
<b>Total Collector</b>		<b>13,866,275.46</b>
<b>Class C / General Fund Accounts</b>		
Associated Bank	Class C - IMET	9,016,679.73
Fifth Third Bank	Class C Account	25,339,871.43
Fifth Third Bank	Class C Accounts Payable	13,164,194.18
Fifth Third Bank	Class C Account	6,697,388.33
Fifth Third Bank	Payroll Account	3,974,641.15
Wheaton Bank & Trust	Class C MMA	79,440,450.36
Wheaton Bank & Trust	Veterans Assist Comm MMA	724,186.39
Wheaton Bank & Trust	DuPage County Recorder	1,505,047.91
JPMorgan Chase Bank	Class C Account	27,241,273.80
JPMorgan Chase Bank	UST Emer Rent Assistance	17,067,032.66
Grand Ridge National Bank	Sheriff Extradition	6,882.65
Grand Ridge National Bank	Sheriff Administrative	4,695.02
Grand Ridge National Bank	Jail Commissary Account	952,603.67
Grand Ridge National Bank	State Drug Traffic Prevention	43,095.41
Grand Ridge National Bank	Sheriff Investigative Fund	178,221.08
Grand Ridge National Bank	Sheriff Sex Offender Fund	6,182.96
Grand Ridge National Bank	Violent Offender Against Youth	665.00
Grand Ridge National Bank	RE Personal Property	1,000.00
<b>Total Class C / General Fund</b>		<b>185,364,111.73</b>



**DUPAGE COUNTY TREASURER**  
**INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 4/30/2025**

<b>Bank Name</b>	<b>Description</b>	<b>Balance 04/30/2025</b>
<b>Employee Benefits</b>		
Itasca Bank & Trust Co.	Employee Benefit Account	961,781.91
<b>Total Employee Benefits</b>		<b>961,781.91</b>
<b>Class D</b>		
Wheaton Bank & Trust	Class D Escrow	4,871,649.53
Wheaton Bank & Trust	County Clerk	2,374,529.33
JPMorgan Chase Bank, N.A.	Class D Account	2,792,633.34
JPMorgan Chase Bank, N.A.	State's Attorney Forfeiture	777,225.92
JPMorgan Chase Bank, N.A.	Employees IMRF Account	3,447,668.83
JPMorgan Chase Bank, N.A.	Employees Spec Wage Deduction	41,421.43
Grand Ridge National Bank	Federal Law Enforce Treas Acct	500,292.16
Grand Ridge National Bank	Federal Law Enforce Justice Ac	13,121.16
Grand Ridge National Bank	Arson Task Force Fund	3,908.18
Grand Ridge National Bank	Chancery Sales Fund	4,294,381.49
Grand Ridge National Bank	Drug Traffic Seizure Fund	1.00
Grand Ridge National Bank	Inmate Special Fund (Stellar)	119,564.34
Grand Ridge National Bank	Money Laundering/Fraud Cust	2,181.40
Grand Ridge National Bank	Chancery Surplus Fund	3,151,192.40
Grand Ridge National Bank	Inmate Sedentary Fund	30,936.33
JPMorgan Chase Bank	Condemnation Account	651,517.96
<b>Total Class D</b>		<b>23,072,224.80</b>
<b>ETSB</b>		
Wheaton Bank & Trust	Class D ETSB Account	1,000,982.42
Wheaton Bank & Trust	Class D ETSB MMA	14,298,948.80
<b>Total ETSB</b>		<b>15,299,931.22</b>
<b>Health Department</b>		
Fifth Third Bank	Board Of Health Account	4,774,545.42
Wheaton Bank & Trust	Health Dept MMA	18,064,669.02
US Bank	Board of Health EPAY Account	3,169,790.10
<b>Total Health Department</b>		<b>26,009,004.54</b>
<b>Public Works</b>		
Wheaton Bank & Trust	Public Works MMA	4,656,864.21
JPMorgan Chase Bank	PW Bond Account	6,100,753.70
<b>Total Public Works</b>		<b>10,757,617.91</b>
<b>TOTAL DEMAND BALANCES</b>		<b>275,330,947.57</b>
<b>TOTAL INVESTMENT BALANCES (1)</b>		<b>376,623,924.53</b>
<b>TOTAL DEMAND AND INVESTMENT BALANCES</b>		<b>651,954,872.10</b>

(1) See Page 3 for details.

**DUPAGE COUNTY TREASURER**  
**INVESTMENT DETAIL REPORT AS OF 04/30/2025**

<b>Bank Name</b>	<b>Security</b>	<b>Rate of Interest / Yield</b>	<b>Maturity Date</b>	<b>04/30/2025</b>
<b>General Fund Investment Pool</b>				
Wheaton Bank & Trust	CD	5.130	5/6/2025	3,000,000.00
Old National Bank	CD	5.170	6/29/2025	5,000,000.00
First Nations Bank	CD	4.990	7/15/2025	3,500,000.00
Byline Bank	CD	5.080	7/18/2025	6,000,000.00
Grand Ridge National Bank	CD	4.840	7/18/2025	3,000,000.00
First Nations Bank	CD	5.010	8/5/2025	2,000,000.00
First Nations Bank	CD	4.295	9/14/2025	1,000,000.00
First Nations Bank	CD	4.320	11/9/2025	3,000,000.00
Byline Bank	CD	4.200	11/14/2025	5,000,000.00
Old National Bank	CD	4.100	11/14/2025	3,000,000.00
First Nations Bank	CD	4.370	12/8/2025	1,000,000.00
First Nations Bank	CD	4.350	2/13/2026	2,000,000.00
First Nations Bank	CD	4.350	3/5/2026	3,000,000.00
Old National Bank	CD	4.350	7/18/2026	5,000,000.00
				45,500,000.00
U.S. Treasury	Coupon Securities	4.257		21,500,000.00
MainStreet /US Bank NA	Managed Asset Account			12,620,645.53
Great Lakes /US Bank NA	Managed Asset Account			41,619,768.92
PFMAM / US Bank	Managed Asset Account			122,785,591.38
				177,026,005.83
<b>Total General Fund Investment Pool</b>				<b>244,026,005.83</b>
<b>CARES Act /ARPA Investment Pool</b>				
PFMAM / US Bank	Managed Asset Account			29,967,806.01
<b>Total CARES Act /ARPA - Investment Pool</b>				<b>29,967,806.01</b>
<b>Employee Benefits Investment Pool</b>				
First Nations Bank	CD	5.000	5/6/2025	2,500,000.00
Old National Bank	CD	5.050	5/6/2025	2,500,000.00
First Nations Bank	CD	4.200	10/30/2025	1,500,000.00
Providence Bank	CD	4.040	11/14/2025	2,000,000.00
U.S. Treasury	Coupon Securities	4.027		5,000,000.00
<b>Total Employee Benefits Investment Pool</b>				<b>13,500,000.00</b>
<b>Health Department Investment Pool</b>				
Providence Bank	CD	5.005	7/17/2025	5,000,000.00
First Nations Bank-Wheaton	CD	4.32	11/8/2025	5,000,000.00
Byline Bank	CD	4.28	3/6/2026	2,000,000.00
U.S. Treasury	Coupon Securities	3.235		6,000,000.00
MainStreet / US Bank	Managed Asset Account			16,359,510.08
<b>Total Health Department Investment Pool</b>				<b>34,359,510.08</b>
<b>ETSB Investment Pool</b>				
Great Lakes /US Bank NA	Managed Asset Account			34,843,831.20
<b>Total ETSB Investment Pool</b>				<b>34,843,831.20</b>
<b>Public Works Investment Pool</b>				
Wheaton Bank & Trust	CD	5.000	7/18/2025	2,000,000.00
First Nations Bank	CD	4.320	11/14/2025	2,000,000.00
First Nations Bank	CD	4.350	2/13/2026	1,000,000.00
U.S. Treasury	Coupon Securities	3.95	1/31/2026	2,500,000.00
PFMAM / US Bank	Managed Asset Account			12,426,771.41
<b>Total Public Works Investment Pool</b>				<b>19,926,771.41</b>
<b>Total Investment Pools</b>				<b>376,623,924.53</b>



## Consent Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-1424

**Agenda Date:** 6/10/2025

**Agenda #:** 8.H.

---

CHANGE ORDERS				
Tuesday, June 10, 2025				
Department	Vendor	PO#	Amount	Action
Public Works	Sheffield Safety & Loss Control, LLC	6938	\$ -	Time Extension Only



## County Board Appointment

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

---

**File #:** CB-R-0048-25

**Agenda Date:** 6/10/2025

**Agenda #:** 9.A.

---

### APPOINTMENT OF JULIUS "WES" BECTON TO THE COMMUTER RAIL BOARD (METRA)

WHEREAS, Deborah A. Conroy has submitted to the County Board her reappointment of Julius "Wes" Becton to be the DuPage County representative to the Commuter Rail Board; and

WHEREAS, such reappointment requires the advice and consent to the County Board under 70 ILCS 3615/3B.02.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the reappointment of Julius "Wes" Becton as a member of the Commuter Rail Board for a term expiring June 30<sup>th</sup>, 2029; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to: Julius "Wes" Becton, James M Derwinski; Commuter Rail Board (METRA), 547 W. Jackson, Chicago, IL 60661.

Enacted and approved this 10<sup>th</sup> day of June 2025, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

## NOTICE OF APPOINTMENT

By virtue of the power vested in me, under 70 ILCS 3615/3B.02, I, Deborah A. Conroy, as presiding officer of the DuPage County Board, do hereby appoint Julius “Wes” Becton to be a Member of the Commuter Rail Board (METRA) for a term expiring June 30<sup>th</sup>, 2029.

I hereby submit this reappointment to the County Board for its advice and consent this 10<sup>th</sup> day of June, 2025.

---

Deborah A. Conroy, Chair  
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	May 19, 2025 11:20 am
Browser:	Chrome 136.0.0.0 / OS X
IP Address:	108.86.142.235
Unique ID:	1345665265

**Name of Board or Agency you are interested in appointment to** Commuter Rail Board - Metra

## Previous Board Experience

**Have you ever served on this Board or Agency before?** Yes

**If yes, how long?** 3.5 Years

## Personal Information

**Name** Julius (Wes) Becton III

**Email**

**Address**

ELMHURST, IL 60126

**Phone**

**Upload resume (PDF or Word format)**

## Additional Information

**Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.**

I have thoroughly enjoyed serving as the Dupage Country representative to the Commuter Rail Board and would love the opportunity to continue in this role.

**Are you a lobbyist registered with the State of Illinois?** No

**Are you an elected official?** No

**Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?** No

**Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?** No

---

### **Conviction Information**

---

**Have you ever been convicted of a criminal offense?** No

---

### **Submit Application**

---

**Do you attest to the above?** Yes

---





Wes Becton, MBA, PCC

Executive Assistant  
Trina Whiteside

---

## BOARD EXPERIENCE

### **Vice Chair, Board of Trustees – Elmhurst University**

*Premier Private Liberal Arts University Enrollment 3500+*

Current Position since 2005

### **Board Member – Pan American Bank**

*CDFI Financial Institution with Assets > \$500 Million*

Current Position Since 2012

### **Board Member – The Commuter Rail Board (Metra)**

*The Primary Rail Transportation System for Northern Illinois*

Current Position Since 2021

### **Board Member – New Directions Housing Corporation**

*Low Income Housing Development in Illinois*

Current Position Since 2021

### **Former Chair, Board of Trustees – Northeastern Illinois University**

*Public Hispanic Serving Institution Appointed by the Governor of Illinois*

2017-2019

---

## PROFESSIONAL EXPERIENCE

### **Executive Leadership Coach & Business Consultant**

*Current Position Since 2019*

*Professional Certified Coach (PCC), International Coach Federation*

- Specialize in leadership development, performance, and executive coaching for leaders across multiple industries.
- Certified in administering DISC, EQ, Energy Leadership Index, and the Hogan Series assessments.

### **President – Kovach Eye Institute**

2017 - 2019

*Multispecialty Ophthalmology Practice include a licensed ASC*

*Healthcare Executive, Various Leadership Roles*

- Directed multispecialty healthcare operations, including physician practices and surgery centers. Obtained Certificate of Need for a DiNovo Surgery Center.
- Managed strategic initiatives in academic medicine and practice management for over 20 years.

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## EDUCATION

- **MBA**, Lewis University
- **BA**, George Washington University
- **AA**, Valley Forge Military College

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## MILITARY SERVICE

**Platoon Leader** –Demilitarized Zone, South Korea

**Commander** – U.S. Army's Honor Guard Company, Ft. Myer

---

## **TEACHING & OTHER PROFESSIONAL ENGAGEMENTS**

### **Adjunct Faculty – Lewis University**

- Teach courses in entrepreneurship, leadership, and organizational behavior.

### **Surveyor – Accreditation Association for Ambulatory Health Care**

- Assess healthcare facilities performance related to regulatory and quality standards.
- 

## **SPEAKING ENGAGEMENTS**

- Frequent speaker and lecturer on **leadership, inclusion, and innovation** topics.
- 

## **PERSONAL**

- [REDACTED]



## County Board Appointment

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

---

**File #:** CB-R-0049-25

**Agenda Date:** 6/10/2025

**Agenda #:** 9.B.

---

APPOINTMENT OF NUNZIO PULICE  
TO THE STORMWATER MANAGEMENT PLANNING COMMITTEE  
COUNTY BOARD DISTRICT 1

WHEREAS, the Mayors from County Board District 1 have submitted to the County Board the name of Nunzio Pulice to be appointed as a municipal member of the Stormwater Management Planning Committee; and

WHEREAS, 55 ILCS 5/5-1062 provides that officers of the Stormwater Management Planning Committee shall include equal numbers of County Board and municipal representatives from each County Board district, and such other members as may be determined by the County and municipal members; and

WHEREAS, pursuant to 55 ILCS 5/5-1062, Nunzio Pulice is appointed as a member of the Stormwater Management Planning Committee for term expiring June 1<sup>st</sup>, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Nunzio Pulice as a member of the Stormwater Management Planning Committee for a term expiring June 1<sup>st</sup>, 2026; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to Nunzio Pulice; Suzette Quintell, Executive Director, DuPage Mayors and Managers Conference, 1220 Oak Brook Road, Oak Brook, IL 60523.

Enacted and approved this 10<sup>th</sup> day of June 2025, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

## NOTICE OF APPOINTMENT

I, Deborah A. Conroy, as Chair of the DuPage County Board, do set forth the appointment of Nunzio Pulice as a municipal member of the Stormwater Management Planning Committee (County Board District 1) under 55 ILCS 5/5-1062 for a term expiring June 1<sup>st</sup>, 2026.

I hereby submit this appointment to the County Board for its advice and consent this 10th day of June, 2025.

---

Deborah A. Conroy, Chair  
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	May 15, 2025 5:29 pm
Browser:	Chrome 135.0.0.0 / Windows
IP Address:	50.200.45.131
Unique ID:	1344738468

**Name of Board or Agency you are interested in appointment to** Stormwater Management Committee (municipal)

## Previous Board Experience

**Have you ever served on this Board or Agency before?** Yes

**If yes, how long?** 10 years

## Personal Information

**Name** Nunzio Pulice

**Email**

**Address**

Wood Dale, IL 60191

**Phone**

**Upload resume (PDF or Word format)**

## Additional Information

**Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.** Stormwater is an important item to most communities and Wood Dale has been working hard to minimize flooding.

**Are you a lobbyist registered with the State of Illinois?** No

**Are you an elected official?** Yes

**Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?** No

**Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?** No

---

### **Conviction Information**

---

**Have you ever been convicted of a criminal offense?** No

---

### **Submit Application**

---

**Do you attest to the above?** Yes

---



## DuPage Mayors and Managers Conference

*an association of municipalities representing 1,000,000 people*

1220 Oak Brook Road  
Oak Brook, Illinois 60523  
(630) 571-0480  
[www.dmmc-cog.org](http://www.dmmc-cog.org)

*Founded June 19, 1962*

### MEMBER MUNICIPALITIES

Addison  
Aurora  
Bartlett  
Bensenville  
Bloomington  
Bolingbrook  
Burr Ridge  
Carol Stream  
Clarendon Hills  
Darien  
Downers Grove  
Elmhurst  
Glen Ellyn  
Glendale Heights  
Hanover Park  
Hinsdale  
Itasca  
Lemont  
Lisle  
Lombard  
Naperville  
Oak Brook  
Oakbrook Terrace  
Roselle  
Schaumburg  
Villa Park  
Warrenville  
Wayne  
West Chicago  
Westmont  
Wheaton  
Willowbrook  
Winfield  
Wood Dale  
Woodridge

### ASSOCIATE MEMBER

Western Springs

May 1, 2025

Deborah Conroy  
County Board Chair  
DuPage County  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Chair Conroy,

The mayors representing County Board District 1 have selected Wood Dale Mayor Nunzio Pulice to serve as their representative on the DuPage County Stormwater Management Committee, in accordance with the Committee's by-laws. We respectfully request that the necessary steps be taken to reappoint Mayor Pulice pursuant to the appropriate County procedures.

If you have any questions regarding this appointment, please contact Executive Director Suzette Quintell at (630) 364-8964. Thank you for your attention to this matter.

Very truly yours,

Scott M. Levin  
President, DuPage Mayors and Managers Conference  
Mayor, City of Elmhurst

cc: District 1 Mayors/Presidents  
James Zay, Chairman, DuPage County Stormwater Management Committee  
Jeremy Custer, Senior Advisor, DuPage County  
Sarah Hunn, P.E., Director, DuPage County Stormwater Management Department



## County Board Appointment

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

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**File #:** CB-R-0050-25

**Agenda Date:** 6/10/2025

**Agenda #:** 9.C.

---

APPOINTMENT OF EDWARD TIESENGA  
TO THE STORMWATER MANAGEMENT PLANNING COMMITTEE  
COUNTY BOARD DISTRICT 2

WHEREAS, the Mayors from County Board District 2 have submitted to the County Board the name of Edward Tiesenga to be appointed as a municipal member of the Stormwater Management Planning Committee; and

WHEREAS, 55 ILCS 5/5-1062 provides that officers of the Stormwater Management Planning Committee shall include equal numbers of County Board and municipal representatives from each County Board district, and such other members as may be determined by the County and municipal members; and

WHEREAS, pursuant to 55 ILCS 5/5-1062, Edward Tiesenga is appointed as a member of the Stormwater Management Planning Committee for term expiring June 1<sup>st</sup>, 2027.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Edward Tiesenga as a member of the Stormwater Management Planning Committee for a term expiring June 1<sup>st</sup>, 2027; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to Edward Tiesenga; Suzette Quintell, Executive Director, DuPage Mayors and Managers Conference, 1220 Oak Brook Road, Oak Brook, IL 60523.

Enacted and approved this 10<sup>th</sup> day of June 2025, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



## NOTICE OF APPOINTMENT

I, Deborah A. Conroy, as Chair of the DuPage County Board, do set forth the appointment of Edward Tiesenga as a municipal member of the Stormwater Management Planning Committee (County Board District 2) under 55 ILCS 5/5-1062 for a term expiring June 1<sup>st</sup>, 2027.

I hereby submit this appointment to the County Board for its advice and consent this 10th day of June, 2025.

---

Deborah A. Conroy, Chair  
DuPage County Board

**Name of Board or Agency you are interested in appointment to** Stormwater Management Committee (municipal)

## Previous Board Experience

**Have you ever served on this Board or Agency before?** No

## Personal Information

**Name** Edward Tiesenga

**Email**

**Address**

Oak Brook, IL 60523

**Phone**

**Upload resume (PDF or Word format)**

## Additional Information

**Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.**

Experience evaluating standards found in County Stormwater Ordinance and in more restrictive local ordinances, in context of developer proposals impacting waterways, culverts, wetlands, flood plains and floodways.

**Are you a lobbyist registered with the State of Illinois?** No

**Are you an elected official?** Yes

**Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?**

No

**Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?** No

---

### **Conviction Information**

---

**Have you ever been convicted of a criminal offense?** No

---

### **Submit Application**

---

**Do you attest to the above?** Yes

---



## DuPage Mayors and Managers Conference

*an association of municipalities representing 1,000,000 people*

1220 Oak Brook Road  
Oak Brook, Illinois 60523  
(630) 571-0480  
www.dmmc-cog.org

*Founded June 19, 1962*

### MEMBER MUNICIPALITIES

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Bartlett  
Bensenville  
Bloomington  
Bolingbrook  
Burr Ridge  
Carol Stream  
Clarendon Hills  
Darien  
Downers Grove  
Elmhurst  
Glen Ellyn  
Glendale Heights  
Hanover Park  
Hinsdale  
Itasca  
Lemont  
Lisle  
Lombard  
Naperville  
Oak Brook  
Oakbrook Terrace  
Roselle  
Schaumburg  
Villa Park  
Warrenville  
Wayne  
West Chicago  
Westmont  
Wheaton  
Willowbrook  
Winfield  
Wood Dale  
Woodridge

### ASSOCIATE MEMBER

Western Springs

May 1, 2025

Deborah Conroy  
County Board Chair  
DuPage County  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Chair Conroy,

The mayors representing County Board District 2 have selected Oak Brook Trustee Ed Tiesenga to serve as their representative on the DuPage County Stormwater Management Committee, in accordance with the Committee's by-laws. We respectfully request that the necessary steps be taken to appoint Trustee Tiesenga pursuant to the appropriate County procedures.

If you have any questions regarding this appointment, please contact Executive Director Suzette Quintell at (630) 364-8964. Thank you for your attention to this matter.

Very truly yours,

Scott M. Levin  
President, DuPage Mayors and Managers Conference  
Mayor, City of Elmhurst

cc: District 2 Mayors/Presidents  
James Zay, Chairman, DuPage County Stormwater Management Committee  
Jeremy Custer, Senior Advisor, DuPage County  
Sarah Hunn, P.E., Director, DuPage County Stormwater Management Department



## County Board Appointment

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

---

**File #:** CB-R-0051-25

**Agenda Date:** 6/10/2025

**Agenda #:** 9.D.

---

APPOINTMENT OF STEVE NERO  
TO THE STORMWATER MANAGEMENT PLANNING COMMITTEE  
COUNTY BOARD DISTRICT 3

WHEREAS, the Mayors from County Board District 3 have submitted to the County Board the name of Steve Nero to be appointed as a municipal member of the Stormwater Management Planning Committee; and

WHEREAS, 55 ILCS 5/5-1062 provides that officers of the Stormwater Management Planning Committee shall include equal numbers of County Board and municipal representatives from each County Board district, and such other members as may be determined by the County and municipal members; and

WHEREAS, pursuant to 55 ILCS 5/5-1062, Steve Nero is appointed as a member of the Stormwater Management Planning Committee for term expiring June 1<sup>st</sup>, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Steve Nero as a member of the Stormwater Management Planning Committee for a term expiring June 1<sup>st</sup>, 2026; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to Steve Nero; Suzette Quintell, Executive Director, DuPage Mayors and Managers Conference, 1220 Oak Brook Road, Oak Brook, IL 60523.

Enacted and approved this 10<sup>th</sup> day of June 2025, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

---

## NOTICE OF APPOINTMENT

I, Deborah A. Conroy, as Chair of the DuPage County Board, do set forth the appointment of Steve Nero as a municipal member of the Stormwater Management Planning Committee (County Board District 3) under 55 ILCS 5/5-1062 for a term expiring June 1<sup>st</sup>, 2026.

I hereby submit this appointment to the County Board for its advice and consent this 10th day of June, 2025.

---

Deborah A. Conroy, Chair  
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	April 17, 2025 7:59 am
Browser:	Chrome 135.0.0.0 / Windows
IP Address:	50.206.250.2
Unique ID:	1335824356

**Name of Board or Agency you are interested in appointment to** Stormwater Management Committee (municipal)

## Previous Board Experience

**Have you ever served on this Board or Agency before?** Yes

**If yes, how long?** 6.5 Years

## Personal Information

**Name** Steve Nero

**Email** [REDACTED]

**Address** [REDACTED]  
Westmont, IL 60559

**Phone** [REDACTED]

**Upload resume (PDF or Word format)** [REDACTED]

## Additional Information

**Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.** DMMC Appointment

**Are you a lobbyist registered with the State of Illinois?** No

**Are you an elected official?** Yes

**Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?** Yes

<b>If yes, please describe:</b>	SAFEbuilt LLC - We provide plan review support to community development.
---------------------------------	--

---

<b>Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?</b>	No
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---

### **Conviction Information**

---

<b>Have you ever been convicted of a criminal offense?</b>	No
--	----

---

### **Submit Application**

---

<b>Do you attest to the above?</b>	Yes
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Bloomington  
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Burr Ridge  
Carol Stream  
Clarendon Hills  
Darien  
Downers Grove  
Elmhurst  
Glen Ellyn  
Glendale Heights  
Hanover Park  
Hinsdale  
Itasca  
Lemont  
Lisle  
Lombard  
Naperville  
Oak Brook  
Oakbrook Terrace  
Roselle  
Schaumburg  
Villa Park  
Warrenville  
Wayne  
West Chicago  
Westmont  
Wheaton  
Willowbrook  
Winfield  
Wood Dale  
Woodridge

### ASSOCIATE MEMBER

Western Springs

May 1, 2025

Deborah Conroy  
County Board Chair  
DuPage County  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Chair Conroy,

The mayors representing County Board District 3 have selected Westmont Mayor-elect Steve Nero to serve as their representative on the DuPage County Stormwater Management Committee, in accordance with the Committee's by-laws. We respectfully request that the necessary steps be taken to reappoint Mayor-elect Nero pursuant to the appropriate County procedures.

If you have any questions regarding this appointment, please contact Executive Director Suzette Quintell at (630) 364-8964. Thank you for your attention to this matter.

Very truly yours,

Scott M. Levin  
President, DuPage Mayors and Managers Conference  
Mayor, City of Elmhurst

cc: District 3 Mayors/Presidents  
James Zay, Chairman, DuPage County Stormwater Management Committee  
Jeremy Custer, Senior Advisor, DuPage County  
Sarah Hunn, P.E., Director, DuPage County Stormwater Management Department



## County Board Appointment

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

---

**File #:** CB-R-0052-25

**Agenda Date:** 6/10/2025

**Agenda #:** 9.E.

---

APPOINTMENT OF GARY FASULES  
TO THE STORMWATER MANAGEMENT PLANNING COMMITTEE  
COUNTY BOARD DISTRICT 4

WHEREAS, the Mayors from County Board District 4 have submitted to the County Board the name of Gary Fasules to be appointed as a municipal member of the Stormwater Management Planning Committee; and

WHEREAS, 55 ILCS 5/5-1062 provides that officers of the Stormwater Management Planning Committee shall include equal numbers of County Board and municipal representatives from each County Board district, and such other members as may be determined by the County and municipal members; and

WHEREAS, pursuant to 55 ILCS 5/5-1062, Gary Fasules is appointed as a member of the Stormwater Management Planning Committee for term expiring June 1<sup>st</sup>, 2027.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Gary Fasules as a member of the Stormwater Management Planning Committee for a term expiring June 1<sup>st</sup>, 2027; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to Gary Fasules; Suzette Quintell, Executive Director, DuPage Mayors and Managers Conference, 1220 Oak Brook Road, Oak Brook, IL 60523.

Enacted and approved this 10<sup>th</sup> day of June 2025, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

## NOTICE OF APPOINTMENT

I, Deborah A. Conroy, as Chair of the DuPage County Board, do set forth the appointment of Gary Fasules as a municipal member of the Stormwater Management Planning Committee (County Board District 4) under 55 ILCS 5/5-1062 for a term expiring June 1<sup>st</sup>, 2027.

I hereby submit this appointment to the County Board for its advice and consent this 10th day of June, 2025.

---

Deborah A. Conroy, Chair  
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	May 7, 2025 9:28 am
Browser:	Chrome 135.0.0.0 / Windows
IP Address:	99.67.196.56
Unique ID:	1341963637

**Name of Board or Agency you are interested in appointment to** Stormwater Management Committee (municipal)

## Previous Board Experience

**Have you ever served on this Board or Agency before?** No

## Personal Information

**Name** Gary Fasules

**Email**

**Address**

**Phone**

**Upload resume (PDF or Word format)**

## Additional Information

**Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.** was appointed by village of glen ellyn

**Are you a lobbyist registered with the State of Illinois?** No

**Are you an elected official?** Yes

**Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?** No

**Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?** No

---

### **Conviction Information**

---

**Have you ever been convicted of a criminal offense?** No

---

### **Submit Application**

---

**Do you attest to the above?** Yes

---



## DuPage Mayors and Managers Conference

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(630) 571-0480  
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### MEMBER MUNICIPALITIES

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Glen Ellyn  
Glendale Heights  
Hanover Park  
Hinsdale  
Itasca  
Lemont  
Lisle  
Lombard  
Naperville  
Oak Brook  
Oakbrook Terrace  
Roselle  
Schaumburg  
Villa Park  
Warrenville  
Wayne  
West Chicago  
Westmont  
Wheaton  
Willowbrook  
Winfield  
Wood Dale  
Woodridge

### ASSOCIATE MEMBER

Western Springs

May 1, 2025

Deborah Conroy  
County Board Chair  
DuPage County  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Chair Conroy,

The mayors representing County Board District 4 have selected Glen Ellyn Trustee Gary Fasules to serve as their representative on the DuPage County Stormwater Management Committee, in accordance with the Committee's by-laws. We respectfully request that the necessary steps be taken to appoint Trustee Fasules pursuant to the appropriate County procedures.

If you have any questions regarding this appointment, please contact Executive Director Suzette Quintell at (630) 364-8964. Thank you for your attention to this matter.

Very truly yours,

Scott M. Levin  
President, DuPage Mayors and Managers Conference  
Mayor, City of Elmhurst

cc: District 4 Mayors/Presidents  
James Zay, Chairman, DuPage County Stormwater Management Committee  
Jeremy Custer, Senior Advisor, DuPage County  
Sarah Hunn, P.E., Director, DuPage County Stormwater Management Department



## County Board Appointment

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

---

**File #:** CB-R-0053-25

**Agenda Date:** 6/10/2025

**Agenda #:** 9.F.

---

APPOINTMENT OF PAUL HINTERLONG  
TO THE STORMWATER MANAGEMENT PLANNING COMMITTEE  
COUNTY BOARD DISTRICT 5

WHEREAS, the Mayors from County Board District 5 have submitted to the County Board the name of Paul Hinterlong to be appointed as a municipal member of the Stormwater Management Planning Committee; and

WHEREAS, 55 ILCS 5/5-1062 provides that officers of the Stormwater Management Planning Committee shall include equal numbers of County Board and municipal representatives from each County Board district, and such other members as may be determined by the County and municipal members; and

WHEREAS, pursuant to 55 ILCS 5/5-1062, Paul Hinterlong is appointed as a member of the Stormwater Management Planning Committee for term expiring June 1<sup>st</sup>, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Paul Hinterlong as a member of the Stormwater Management Planning Committee for a term expiring June 1<sup>st</sup>, 2026; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to Paul Hinterlong; Suzette Quintell, Executive Director, DuPage Mayors and Managers Conference, 1220 Oak Brook Road, Oak Brook, IL 60523.

Enacted and approved this 10<sup>th</sup> day of June 2025, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

## NOTICE OF APPOINTMENT

I, Deborah A. Conroy, as Chair of the DuPage County Board, do set forth the appointment of Paul Hinterlong as a municipal member of the Stormwater Management Planning Committee (County Board District 5) under 55 ILCS 5/5-1062 for a term expiring June 1<sup>st</sup>, 2026.

I hereby submit this appointment to the County Board for its advice and consent this 10th day of June, 2025.

---

Deborah A. Conroy, Chair  
DuPage County Board



Form Name:	DuPage County Application Form for Appointment
Submission Time:	May 5, 2025 10:44 pm
Browser:	Chrome 136.0.0.0 / Windows
IP Address:	209.122.69.62
Unique ID:	1341417170

**Name of Board or Agency you are interested in appointment to** Stormwater Management Committee (municipal)

## Previous Board Experience

**Have you ever served on this Board or Agency before?** Yes

## Personal Information

**Name** Paul Hinterlong

**Email**

**Address**

Naperville, IL 60540

**Phone**

**Upload resume (PDF or Word format)**

## Additional Information

**Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.** To continue to represent the City of Naperville as a past City Councilman of 14 years and a licensed plumber for 38 years.

**Are you a lobbyist registered with the State of Illinois?** No

**Are you an elected official?** No

**Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?** No

**Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?** No

---

### **Conviction Information**

---

**Have you ever been convicted of a criminal offense?** No

---

### **Submit Application**

---

**Do you attest to the above?** Yes

---



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Glen Ellyn  
Glendale Heights  
Hanover Park  
Hinsdale  
Itasca  
Lemont  
Lisle  
Lombard  
Naperville  
Oak Brook  
Oakbrook Terrace  
Roselle  
Schaumburg  
Villa Park  
Warrenville  
Wayne  
West Chicago  
Westmont  
Wheaton  
Willowbrook  
Winfield  
Wood Dale  
Woodridge

### ASSOCIATE MEMBER

Western Springs

May 1, 2025

Deborah Conroy  
County Board Chair  
DuPage County  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Chair Conroy,

The mayors representing County Board District 5 have selected Naperville resident Paul Hinterlong to serve as their representative on the DuPage County Stormwater Management Committee, in accordance with the Committee's by-laws. We respectfully request that the necessary steps be taken to reappoint Mr. Hinterlong pursuant to the appropriate County procedures.

If you have any questions regarding this appointment, please contact Executive Director Suzette Quintell at (630) 364-8964. Thank you for your attention to this matter.

Very truly yours,

Scott M. Levin  
President, DuPage Mayors and Managers Conference  
Mayor, City of Elmhurst

cc: District 5 Mayors/Presidents  
James Zay, Chairman, DuPage County Stormwater Management Committee  
Jeremy Custer, Senior Advisor, DuPage County  
Sarah Hunn, P.E., Director, DuPage County Stormwater Management Department



## County Board Appointment

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

---

**File #:** CB-R-0054-25

**Agenda Date:** 6/10/2025

**Agenda #:** 9.G.

---

APPOINTMENT OF DAVID BRUMMEL  
TO THE STORMWATER MANAGEMENT PLANNING COMMITTEE  
COUNTY BOARD DISTRICT 6

WHEREAS, the Mayors from County Board District 6 have submitted to the County Board the name of David Brummel to be appointed as a municipal member of the Stormwater Management Planning Committee; and

WHEREAS, 55 ILCS 5/5-1062 provides that officers of the Stormwater Management Planning Committee shall include equal numbers of County Board and municipal representatives from each County Board district, and such other members as may be determined by the County and municipal members; and

WHEREAS, pursuant to 55 ILCS 5/5-1062, David Brummel is appointed as a member of the Stormwater Management Planning Committee for term expiring June 1<sup>st</sup>, 2027.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of David Brummel as a member of the Stormwater Management Planning Committee for a term expiring June 1<sup>st</sup>, 2027; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution to David Brummel; Suzette Quintell, Executive Director, DuPage Mayors and Managers Conference, 1220 Oak Brook Road, Oak Brook, IL 60523.

Enacted and approved this 10<sup>th</sup> day of June 2025, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

## NOTICE OF APPOINTMENT

I, Deborah A. Conroy, as Chair of the DuPage County Board, do set forth the appointment of David Brummel as a municipal member of the Stormwater Management Planning Committee (County Board District 6) under 55 ILCS 5/5-1062 for a term expiring June 1<sup>st</sup>, 2027.

I hereby submit this appointment to the County Board for its advice and consent this 10th day of June, 2025.

---

Deborah A. Conroy, Chair  
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	May 19, 2025 7:37 am
Browser:	Firefox 138.0 / Windows
IP Address:	172.58.166.246
Unique ID:	1345556084

**Name of Board or Agency you are interested in appointment to** Stormwater Management Committee (municipal)

## Previous Board Experience

**Have you ever served on this Board or Agency before?** Yes

**If yes, how long?** 12 years

## Personal Information

**Name** David Brummel

**Email**

**Address**

WARRENVILLE, IL 60555-2251

**Phone**

**Upload resume (PDF or Word format)**

## Additional Information

**Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.**

resume: BS degree in psychology  
middle school teacher, 5 years  
own cabinetmaking business fro 46 years  
coaching, girls scout volunteer with my wife,  
Warrenville plan commission, 2 years

I wish to continue serving as I like working with the excellent staff and others to accomplish vital work that improves the lives of many others.

**Are you a lobbyist registered with the State of Illinois?** No

**Are you an elected official?** Yes

**Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?**

No

---

**Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?**

No

---

## **Conviction Information**

---

**Have you ever been convicted of a criminal offense?**

No

---

## **Submit Application**

---

**Do you attest to the above?**

Yes



## DuPage Mayors and Managers Conference

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Darien  
Downers Grove  
Elmhurst  
Glen Ellyn  
Glendale Heights  
Hanover Park  
Hinsdale  
Itasca  
Lemont  
Lisle  
Lombard  
Naperville  
Oak Brook  
Oakbrook Terrace  
Roselle  
Schaumburg  
Villa Park  
Warrenville  
Wayne  
West Chicago  
Westmont  
Wheaton  
Willowbrook  
Winfield  
Wood Dale  
Woodridge

### ASSOCIATE MEMBER

Western Springs

May 1, 2025

Deborah Conroy  
County Board Chair  
DuPage County  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Chair Conroy,

The mayors representing County Board District 6 have selected Warrenville Mayor David Brummel to serve as their representative on the DuPage County Stormwater Management Committee, in accordance with the Committee's by-laws. We respectfully request that the necessary steps be taken to reappoint Mayor Brummel pursuant to the appropriate County procedures.

If you have any questions regarding this appointment, please contact Executive Director Suzette Quintell at (630) 364-8964. Thank you for your attention to this matter.

Very truly yours,

Scott M. Levin  
President, DuPage Mayors and Managers Conference  
Mayor, City of Elmhurst

cc: District 6 Mayors/Presidents  
James Zay, Chairman, DuPage County Stormwater Management Committee  
Jeremy Custer, Senior Advisor, DuPage County  
Sarah Hunn, P.E., Director, DuPage County Stormwater Management Department





## County Board Resolution

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

**File #:** CB-R-0055-25

**Agenda Date:** 6/10/2025

**Agenda #:** 9.H.

### RESOLUTION APPROVING MEMBER INITIATIVE PROGRAM AGREEMENTS

WHEREAS, the DuPage County Board has appropriated approximately 1.8 million dollars for use in the Member Initiative Program (MIP) as part of FI-O-0010-24; and

WHEREAS, various members of the DuPage County Board have submitted applications for the use of MIP funds for various not-for-profit and municipal entities; and

WHEREAS, the DuPage County Board has considered the applications of the following entities:

- a. The Conservation Foundation (\$10,000)
- b. Village of Carol Stream (\$10,430.65)
- c. Wood Dale Park District (\$30,000)
- d. Parents Alliance Employment Project (10,500)

NOW, THEREFORE BE IT RESOLVED, the DuPage County Board authorizes the DuPage County Chair to enter into agreements substantially in the form of the agreements attached as part of Exhibits A-D to this Resolution; and

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be sent to each of the above referenced entities at the following addresses:

- a. The Conservation Foundation 10S404 Knoch Knolls Rd., Naperville, IL 60565
- b. Village of Carol Stream 500 N. Gary Ave., Carol Stream, IL 60188
- c. Wood Dale Park District 111 E. Foster Ave., Wood Dale, IL 60191
- d. Parents Alliance Employment Project 2525 Cabot Drive, Suite 205, Lisle, IL 60532

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be directed to: (1) the DuPage County Clerk, (2) the DuPage County Finance Department, (3) the DuPage County Treasurer, and (4) the DuPage County Auditor.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE  
CONSERVATION – THIRD AGREEMENT.**

WHEREAS, the County of DuPage (“County”) is a body corporate and politic; and

WHEREAS, THE CONSERVATION FOUNDATION. (“Agency”) is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County’s funding for each Agency is not a donation and must be used to perform certain services or functions within the County’s statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the “Party” and collectively referred to herein as “the Parties”; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement.** The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
2. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement. Funds shall be expended prior to November 30, 2025.
4. **Project Description.** Agency shall receive ten thousand dollars (\$10,000.00) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days’ notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
6. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment.** The County agrees to pay the Agency ten thousand dollars (\$10,000.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2)

Accounts Payable review by Finance Staff and County Audit Staff including providing sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase. All funds shall be expended not later than November 30, 2025.

8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
12. **Liability.** The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

THE CONSERVATION FOUNDATION

---

Deborah Conroy  
Chair, DuPage County



Brook McDonald,  
Executive Director

ATTEST:

---

Jean Kaczmarek,  
County Clerk





DuPage County  
Office of the County Board  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

**MEMBER INITIATIVE PROGRAM APPLICATION** - Please complete all sections for submission

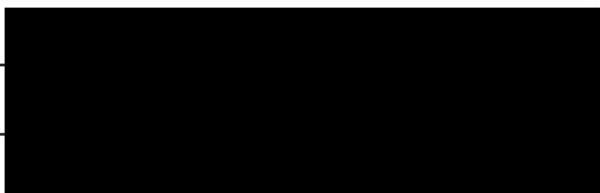
**SECTION I Organization Information**

Organization	The Conservation Foundation's Green Earth Harvest Program
Contact Person	Jennifer Hammer
Address	10s404 Knoch Knolls Rd.
City	Naperville
Phone Number	630.428.4500 x114
Email	JHammer@TheConservationFoundation.org

**SECTION II Project Description**

Project Title	Farm to Food Pantry Initiative
Cost of the Project	\$10,000
Brief Description of the Scope of Initiative	The Green Earth Harvest Certified Organic farm program will grow produce to specifically meet the need for fresh, culturally relevant food for pantry patrons, providing 100 units of vegetables for 20 weeks (late June - October), amounting to approximately 3,000 pounds.
Desired Outcomes	Provide a reliable source of fresh, nutritious, familiar produce to support and encourage healthy eating for those facing food insecurity, contributing to improved overall health.

**SECTION III Signature**

Member Name	Greg Schwarze	
District	District 6	
Signature		

**SECTION IV Supplemental Documents**

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



MEETING OUR COMMUNITY'S NEEDS  
NEIGHBORS TO NEIGHBORS

February 3, 2025

Chief Executive Officer  
Jenifer Fabian

Vice President of  
Human Resources and  
Operations  
Sue Bultman

Vice President of  
Finance  
Linda Cheatham

Vice President of  
Advancement  
Allison Rickard

Vice President of Programs  
Christina LePage

Board of Directors

President  
Erin Keyser Norton

Vice President  
Ingrid Becton

Secretary  
Shayne Purdue

Treasurer  
Bill Delbridge

Cheryl Blum

Consuelo Cabral

John Dalby, Jr.

Laura Desmarais

Brent Loebig

Mike Rothkopf

Leanne Sardiga

Kunal Vora

John Wallerius

Dr. Leatha Ware

Sue Winkler

Jeff Zidell

Founder  
Dorothy McIntyre

DuPage County Member Initiative  
District 2 and District 6

Re: The Conservation Foundation's Funding Proposal for the DuPage Member Initiative in District 2 and District 6.

Dear DuPage Member Initiative District 2 and District 6 Funding Boards,

On behalf of People's Resource Center (PRC), I am pleased to express our support for The Conservation Foundation's funding proposal to the DuPage Member Initiative for the Green Earth Harvest farm program and its Farm to Pantry initiative.

Through these programs, The Conservation Foundation has been able to provide fresh, locally grown vegetables to several food pantries across DuPage and Will Counties, ensuring that families facing food insecurity have access to nutritious, high-quality produce. At PRC, we are eager to partner with The Conservation Foundation to better serve our communities—particularly by increasing fresh produce options at our WeGo Market at Leman Middle School in West Chicago.

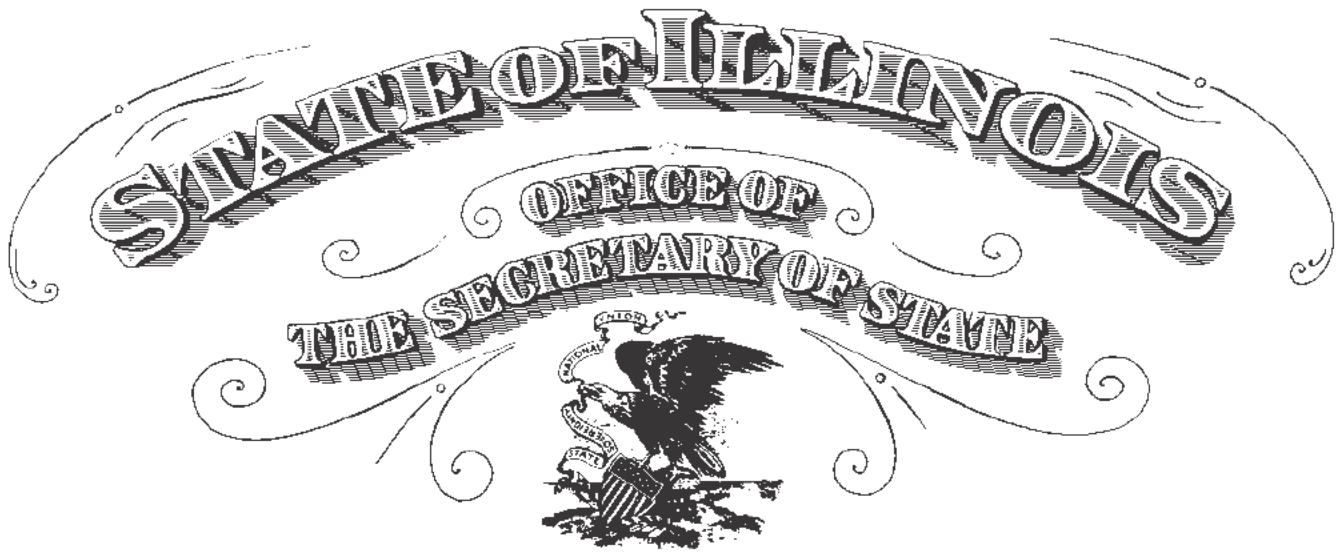
This partnership directly supports PRC's commitment to nutrition and wellness, which prioritizes providing culturally familiar, nutrient-rich foods to the diverse populations we serve. By increasing access to fresh vegetables at our Leman Middle School pantry, we will make a tangible impact on the health and well-being of local families.

Additionally, we see this collaboration as a crucial first step in scaling the program to expand fresh produce offerings at our Wheaton and Westmont pantry locations. Over the next year, we look forward to working with The Conservation Foundation to develop a cost-effective, sustainable purchasing model that will strengthen food access across DuPage County.

We strongly encourage your support of this funding proposal, which will help ensure that families in our community receive the fresh, nutritious food they need to thrive. Please feel free to contact me if you need any additional information.

Sincerely,

Jeni Fabian  
CEO



***To all to whom these Presents Shall Come, Greeting:***

*I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

THE CONSERVATION FOUNDATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 19, 1971, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 16TH*  
*day of SEPTEMBER A.D. 2024 .*

Authentication #: 2426002542 verifiable until 09/16/2025

Authenticate at: <https://www.ilsos.gov>



SECRETARY OF STATE





## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: The Conservation Foundation	Company Contact: Brook McDonald
Contact Phone: 630 428-4500, ext 112	Contact Email: bmcDonald@theconservationfoundation.org

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Saba Heider	Amy Phillips	cash donation	\$50.00	Sep 23, 2024
Lucy Evans	Amy Phillips	cash donation	\$100.00	May 7, 2024

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
Sheryl Fasone	630 428-4500, ext 154	sfasone@theconservationfoundation.org
Jennifer Hammer	630 428-4500, ext 114	jhammer@theconservationfoundation.org
Amy Phillips	630 428-4500, ext 113	aphillips@theconservationfoundation.org

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Brook McDonald

Title

President/CEO

Date

Feb. 24, 2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF DU PAGE)     ss. Village of Carol Stream

**CERTIFICATION**

I, Julia Schwarze, do hereby certify that I am the duly elected Municipal Clerk of the Village of Carol Stream, DuPage County, Illinois.

I further certify that the attached is a true and correct copy of

**Resolution No. 3425**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
COUNTY OF DUPAGE, ILLINOIS AND  
THE VILLAGE OF CAROL STREAM  
FOR PEDESTRIAN CROSSING SIGNS  
LOCATED ON FAIR OAKS ROAD AND LIES ROAD**

This Resolution was passed and approved by the Mayor and Board of Trustees  
On the 19<sup>TH</sup> Day of MAY, 2025

Dated at Carol Stream, Illinois  
This 20<sup>TH</sup> Day of May, 2025

SEAL



Julia Schwarze, Village Clerk



R. 3425

**VILLAGE OF CAROL STREAM  
500 North Gary Avenue  
Carol Stream, IL 60188**

**RESOLUTION NO. 3425**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE COUNTY OF DUPAGE, ILLINOIS AND  
THE VILLAGE OF CAROL STREAM  
FOR PEDESTRIAN CROSSING SIGNS LOCATED  
ON FAIR OAKS ROAD AND LIES ROAD**

---

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF CAROL STREAM  
THIS 19<sup>th</sup> DAY OF MAY, 2025**

---

**Published in pamphlet form  
by order of the Mayor and Board  
of Trustees of the Village of Carol Stream,  
County of DuPage, Illinois  
This 20<sup>th</sup> Day of May, 2025**

**RESOLUTION NO. 3425**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF CAROL STREAM FOR  
PEDESTRIAN CROSSING SIGNS LOCATED ON FAIR OAKS ROAD AND LIES ROAD**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, COUNTY OF DUPAGE, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the Mayor is authorized to execute and the Village Clerk to attest to an Intergovernmental Agreement with the County of DuPage, Illinois for the installation of a Pedestrian Crossing Sign located on Fair Oaks Road and Lies Road, such an Agreement being attached to this Resolution as Exhibit "A".


SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2025.


AYES: Trustees Guthrie, Anselmo, Berger, Zalak, Frusolone and McCarthy

NAYS: None

ABSENT: None

  
Frank Saverino, Sr., Mayor

ATTEST:

  
Julia Schwarze, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF  
CAROL STREAM FOR PEDESTRIAN CROSSING SIGNS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this \_\_\_\_ day of May, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and VILLAGE OF CAROL STREAM, a body politic and corporate, with offices at 500 N. Gary Avenue, Carol Stream, Illinois (hereinafter referred to as the "VILLAGE").

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to operate, maintain and keep in repair necessary signage and pedestrian crossings, and to enter into agreements for those purposes pursuant to 605 ILCS 5/7-101 *et seq.* (Highway Code) and 65 ILCS 5/11-80-2 (Illinois Municipal Code)(hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local citizens by increased notification to motorists and pedestrians through the installation of rapid-flashing beacons and pedestrian crossing signage on Fair Oaks Road in Carol Stream, and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to ten thousand four hundred thirty dollars and sixty-five cents (\$10,430.65) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and VILLAGE shall be referred to herein collectively as the "Parties," or individually as a "Party."

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves installation of certain pedestrian signs and lights at the intersection of Fair Oaks Road and the meeting of the West Branch DuPage River Trail and the Lies Road Trail. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the VILLAGE's Staff which have been mutually approved by the VILLAGE and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit B**.

## **3.0 FUNDING.**

- 3.1 The PROJECT'S gross total expenses are estimated at fifteen thousand dollars (\$15,000).
- 3.2 It is the intention of the Parties that up to ten thousand four-hundred thirty dollars and sixty-five cents in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the VILLAGE'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

## **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the acquisition of all materials for the PROJECT, as set forth in Exhibit A together with the installation of the PROJECT materials by Village Public Works employees.
- 4.2 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The VILLAGE shall be responsible for submitting copies of all paid receipts for Project materials and the final PROJECT inspection report to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.4 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.
- 4.5 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.
- 4.6 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY reserves the right to review all PROJECT invoices and PROJECT inspection reports showing the completion of the work.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any

work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.

- 5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed ten thousand four hundred thirty dollars and sixty-five cents (\$10,430.65). In the event PROJECT costs total less than ten thousand four hundred thirty dollars and sixty-five cents (\$10,430.65), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

## **7.0 INDEMNIFICATION.**

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

#### **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

#### **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

#### **10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

**13.0 NOTICES.**

13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VILLAGE:

William Holmer  
Village Manager  
500 N. Gary Avenue  
Carol Stream, IL 60188

ON BEHALF OF THE COUNTY:

Jeremy Custer  
421 N. County Farm Road  
Wheaton, IL 60187

**14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**



- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

**15.0 NO THIRD-PARTY BENEFICIARY.**

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

**16.0 NO WAIVER OF TORT IMMUNITY.**

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF CAROL STREAM

\_\_\_\_\_  
Deborah Conroy  
Chairman

\_\_\_\_\_  
Frank Saverino  
Village President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Julia Schwarze  
Village Clerk, Carol Stream



Exhibit A

DuPage County  
Office of the County Board  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

**MEMBER INITIATIVE PROGRAM APPLICATION** - Please complete all sections for submission


**SECTION I Organization Information**

Organization	Village of Carol Stream
Contact Person	Adam Frederick, Interim Director of Engineering Services
Address	500 N. Gary Avenue
City	Carol Stream IL 60188
Phone Number	630-871-6220
Email	afrederick@carolstream.org

**SECTION II Project Description**

Project Title	Pedestrian Rectangular Rapid Flashing Beacon Installation - Fair Oak Road Crossing at Lies Roads
Cost of the Project	\$10,430.65
Brief Description of the Scope of Initiative	Members of the community provided a petition (attached) for the installation of flashing pedestrian crossing signage on the Fair Oaks Road crosswalk at Lies Road. The scope of this project includes installing push button activated flashing beacons at this location. This crosswalk connects the Village of Carol Stream trail system with the West Branch DuPage River trail system and the DuPage County West Branch Forest Preserve. The crosswalk is highly traveled by bicyclists and pedestrians.
Desired Outcomes	Increase notification to motorists traveling northbound and southbound on Fair Oaks Road that pedestrians and bicyclists are utilizing the crosswalk and to minimize the potential for a vehicle/pedestrian collision.

**SECTION III Signature**

Member Name	Jim Zay
District	District 6
Signature	

**SECTION IV Supplemental Documents**

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



## Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • JULIA SCHWARZE, CLERK • WILLIAM HOLMER, MANAGER  
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899  
(630) 665-7050 • FAX (630) 665-1064  
[www.carolstream.org](http://www.carolstream.org)

April 10, 2025

James Zay  
County Board Member  
421 N. County Farm Rd.  
Wheaton, IL 60187

Members of our community have petitioned for the installation of a Rectangular Rapid-Flashing Beacon (RRFB) with crossing signage at the crosswalk on Fair Oaks Rd. The scope of this project includes a push button in addition to said signage and RRFB. The crosswalk connects the Village of Carol Stream trail system with the West Branch DuPage River trail system and the DuPage County West Branch Forest Preserve. The crosswalk is highly traveled by cyclists and pedestrians. The desired outcome is for increased notification to motorists traveling North and Southbound on Fair Oaks Rd. to minimize the potential for a vehicle/pedestrian collision.

Members of our community also feel that Fair Oaks Road and Lies Road intersection as the busiest intersection between Army Trail Road and North Avenue for pedestrian and car traffic. They feel that the intersection, as it is functioning now, creates a substantial danger to human traffic, especially on the weekends. The speed limit on these two roads is 35 mph and the petitioners said they have observed many drivers drive 50 mph or more since there are no traffic lights or stop signs on Fair Oaks Road between Army Trail Road and North Avenue.

If awarded the monies, the Village of Carol Stream fully commits to the completion of the installation of rapid flashing beacons and additional signage on Fair Oaks Rd.

Sincerely,

Adam Frederick, P.E.  
Interim Director of Engineering Services

October 24, 2024

The Honorable Frank Saverino  
Mayor of the Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188

**Re: Petition to Install Pedestrian Stoplights at the Intersection of Fair Oaks Road and Lies Road**

Dear Mayor Saverino,

The intersection of Fair Oaks Road and Lies Road is the busiest intersection between Army Trail Road and North Avenue for pedestrian and car traffic. This intersection is situated at the main entrance to the West Branch Forest Preserve and connected with the bike and pedestrian trail along Lies Road. In addition, at this same location there is another north/south bike and pedestrian trail along Fair Oaks Road which crosses Lies Road. Attached are nearly 200 signatures from residents who use these trails.

The trail to the West Branch Forest Preserve, the trail along Fair Oaks Road, and the trail on Lies Road are very popular. Every day, especially during the spring and summer, dozens if not more people cross this intersection including children, adults and elderly who are running, walking or riding from early morning to late evening. The intersection, as it is functioning now, creates a substantial danger to human traffic, especially on the weekends. Even worse, the speed limit on these two roads is 35 mph. Many drivers drive 50 mph or more since there are no traffic lights or stop signs on Fair Oaks Road between Army Trail Road and North Avenue. It would be tragic to learn in the news of any person being hurt or killed at this busy intersection.

There is an urgent need to install pedestrian "stoplights on demand" at this intersection that will allow people, especially children and elderly to safely cross the road in either direction. There are many examples of pedestrian stoplights on demand on other roads close to the Chicago area Forest Preserves which excellently fulfill this role.

As concerned residents of Carol Stream, West Chicago, or other surrounding villages, including the unincorporated areas in Wayne Township, we request that you resolve this problem as soon as possible.

Sincerely,

Concerned Citizens for Safety  
Sara Glas  
Debbie Molinaro  
Brent Smith  
Kevin Wiley  
Laura Wiley

Enclosure: Signatures of residents

CC: Don Cummings, Village of Carol Stream, Chief of Police  
Randy Ramey, Wayne Township, Supervisor  
Martin McManamon, Wayne Township, Highway Commissioner  
Al Murphy, DuPage Forest Preserve, District 6  
Stephen M. Travia, DuPage County, Director of Transportation



## Exhibit B

Quote

Quote Number: 1943893

109 West 55th Street | Davenport, IA 52806 | (563) 323-0009

Date: 04/30/2025

Expire Date: 5/30/2025

Prepared By: Millar, Nicole D.

Customer: VCS0001

D'Angelo, Jimmy  
Village of Carol Stream  
500 N Gary Ave  
Carol Stream IL 60188-1811  
United States

Contact: D'Angelo, Jimmy

Phone: 630-204-9061

Email: jdangelo@carolstream.org

Description: Carmanah R920-MX MX 100, Polara Bulldog

Part #	Description	Quantity	Price	Extended
Power Module: 90460	MX100 Solar Power Module, incl. 15 W solar panel	2	\$2,369.00	\$4,738.00
Power Module Mt: 91611	MX Power Module Top of pole mt, 2-2.5" square	2	\$99.00	\$198.00
Solar Pwr Mod Batteries: 67620	Battery, 7 Ahr	4	\$41.00	\$164.00
Flasher Module: 90501	Light bar w/ confirmation lights, incl mtg bracket - Yellow	4	\$805.00	\$3,220.00
BDL3-Y	Bulldog III pushbutton (Yellow body)	2	\$103.00	\$206.00
Push button harness: 91693	Pushbutton harness, Bulldog, 16'	2	\$41.00	\$82.00
PBF2C-9x12-Y	FRAME PLATE:9x12",PSHBTTN,YLW	2	\$66.00	\$132.00
800H-109	9x12 MUTCD SIGN R10-25	2	\$54.00	\$108.00
Flasher Module Harness: 91698	Flasher module harness, 16'	4	\$36.00	\$144.00
Subscription: 91842	MX Lite subscription, first 3 yrs	2	\$0.00	\$0.00

Sale Amount:	\$8,992.00
Sales Tax:	719.40
Misc Charges:	0.00
Total Amount:	\$9,711.40

## Notes:

- Material only.
- Poles and signage are not included.



**Terms:**

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, LLC retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the date of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, LLC only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, LLC Terms & Conditions document at our website: [www.mobotrex.com](http://www.mobotrex.com).

Thank you for the opportunity to provide this quote.



High Star Traffic  
Traffic Control & Protection  
225 Miles Parkway  
Bartlett, IL 60103  
*An Equal Opportunity Employer*  
Phone 630-293-0026

# Quote

Date  
4/10/2025

Quote No  
5439

## Customer

Carol Stream Village of  
Attn Accts Payable  
124 Gerzevske Ln  
Carol Stream, IL 60188

## Ship To

Carol Stream Village of  
Attn: Jason Pauling  
124 Gerzevske Lane  
Carol Stream, IL 60188

Terms	Rep	FOB	Shipping Method	Estimated Ship Date	Page
Net 30	NMB	Bartlett	Best Way	1-2 Weeks	1

DESCRIPTION	QTY	UNIT PRICE	EXTENDED
30" DG3 B/FYG 080 Bike/Ped Combo Sign	4	93.00	372.00*
24" x 18" DG3 B/FYG 080 Bike/Ped Placard	3	51.25	153.75*
24" X 12" DG3 B/FYG 080 Left Diagonal Arrow	2	23.85	47.70*
24" X 12" DG3 B/FYG 080 Right Diagonal Arrow	1	23.85	23.85*
Telspar Post 1.75" 14GA 12'	1	85.80	85.80*
Telspar Anchor 2.00" 12GA 3'	1	36.15	36.15*

\*\*Shipping Is Not Included\*\*

\* means item is non-taxable

**TOTAL AMOUNT 719.25**

## CUSTOMERS ARE RESPONSIBLE FOR SECURING AND STRAPPING OF THEIR ORDER

Orders for custom products cannot be cancelled or returned once an order has been placed. Returns of stock items will not be accepted without prior approval – call to discuss. Standard restocking fee is 25%. No returns will be authorized after 30 days.

Ship Date \_\_\_\_/\_\_\_\_/\_\_\_\_

# of Packages \_\_\_\_\_ Weight \_\_\_\_\_

Delivered By: \_\_\_\_\_

\_\_\_\_\_  
Customer Signature

PRICE QUOTES WILL ONLY BE HELD FOR 7 DAYS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. ITEMS MAY BECOME UNAVAILABLE & LEAD TIMES WILL BE LONGER THAN USUAL.

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE  
WOOD DALE PARK DISTRICT FOR SENIOR CENTER IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the “AGREEMENT”) is made this 10th day of June, 2025, by and between the COUNTY OF DU PAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the “COUNTY”) and WOOD DALE PARK DISTRICT, a body politic and corporate, with offices at 111 E. Foster Ave. Wood Dale, IL 60191 (hereinafter referred to as the “DISTRICT”).

RECITALS

WHEREAS, the DISTRICT and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the DISTRICT authority to operate, maintain and keep in repair necessary DISTRICT facilities, and to enter into agreements for those purposes pursuant to 70 ILCS 1205/8-1 0 (hereinafter “PROJECT”); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local citizens by improving the existing recreational facilities for seniors operated by the Wood Dale Park District; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and DISTRICT have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the DISTRICT shall undertake the PROJECT and the COUNTY shall reimburse the DISTRICT for PROJECT expenses up to Thirty Thousand Dollars (\$30,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**



- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and DISTRICT shall be referred to herein collectively as the "Parties," or individually as a "Party."

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the purchase and installation of certain equipment at property owned by the Wood Dale Park District. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

## **3.0 FUNDING.**

- 3.1 The PROJECT'S gross total expenses are estimated at fifty thousand dollars (\$50,000).
- 3.2 It is the intention of the Parties that up to Thirty Thousand Dollars (\$30,000) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the DISTRICT'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

## **4.0 DISTRICT'S RESPONSIBILITIES.**

- 4.1 The DISTRICT shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.

- 4.2 The DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The DISTRICT shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.4 The DISTRICT shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the DISTRICT within 30 days of submission of invoice.
- 4.5 The DISTRICT shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the DISTRICT.
- 4.6 The DISTRICT'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The DISTRICT shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the DISTRICT beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The DISTRICT shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the DISTRICT'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any

work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.

- 5.3 Upon receipt of the DISTRICT'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the DISTRICT for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the DISTRICT shall not exceed Thirty Thousand Dollars (\$30,000). In the event PROJECT costs total less than Thirty Thousand Dollars (\$30,000), the DISTRICT's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

## **7.0 INDEMNIFICATION.**

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

#### **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

#### **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

#### **10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### **11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

#### **12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

#### **13.0 NOTICES.**

13.1 Any required notice shall be sent to the following addresses and parties:

**ON BEHALF OF THE DISTRICT:**

Jon Marquardt, Executive Director  
111 E. Foster Ave  
Wood Dale, IL 60191

**ON BEHALF OF THE COUNTY:**

Jeremy Custer  
421 N. County Farm Road  
Wheaton, IL 60187

#### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

**15.0 NO THIRD-PARTY BENEFICIARY.**

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

**16.0 NO WAIVER OF TORT IMMUNITY.**

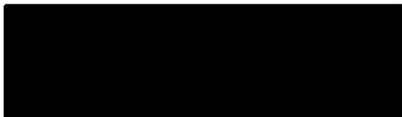
- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

WOOD DALE PARK DISTRICT

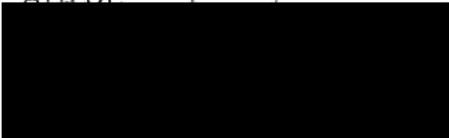
\_\_\_\_\_  
Deborah Conroy  
Chairman

  
Dorothy Lange,  
District President

ATTEST:

ATTEST: 

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

  
Denice Sbertoli,  
District Secretary



DuPage County  
Office of the County Board  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

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**MEMBER INITIATIVE PROGRAM APPLICATION** - *Please complete all sections for submission*

---

**SECTION I Organization Information**

Organization	Wood Dale Park District
Contact Person	Jon Marquardt
Address	1111 Foster Ave
City	Wood Dale, IL 60191
Phone Number	630-595-9333
Email	jmarquardt@wdparks.org

**SECTION II Project Description**

Project Title	Senior Center Renovation
Cost of the Project	\$45,081.68 for total project. Grant amount of \$30,000.
Brief Description of the Scope of Initiative	See Letter of Engagement
Desired Outcomes	See Letter of Engagement

**SECTION III Signature**

Member Name	
District	
Signature	

**SECTION IV Supplemental Documents**

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



## WOOD DALE PARK DISTRICT

***Active Places. Friendly Faces.***

May 3, 2025

DuPage County Board  
JTK Administration Building  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Members of the DuPage County Board,

On behalf of the Wood Dale Park District, I am pleased to present the following project scope for the renovation of Calvary Church, a recently acquired facility that we intend to repurpose into a dedicated center for senior community programming. As our senior population continues to grow, so does the need for inclusive, accessible, and forward-thinking spaces that support active aging, lifelong learning, and social connection. This project reflects our commitment to meeting those needs through thoughtful renovation, technology integration, and innovative program delivery.

### **Project Objectives & Scope of Work**

#### **Calvary Church Renovation for Senior Community Programming**

The Wood Dale Park District is transforming the recently acquired Calvary Church property into a dynamic, multi-use recreational facility with a primary focus on enhancing services for our senior community. This renovation will create a welcoming, inclusive, and tech-forward environment designed to support wellness, lifelong learning, social engagement, and accessibility.

#### **Project Objectives:**

Provide a dedicated, accessible home for senior programming and services.

Integrate modern technology to promote cognitive stimulation, physical activity, and social connection.

Ensure staff are equipped with the tools necessary to manage programming and facility operations efficiently.

#### **Scope of Renovation & Technology Integration:**

1. Technology for Educational & Recreational Engagement
  - a. Smart TVs with streaming capabilities for programs, guided workouts, and entertainment.

111 E. Foster Ave • Wood Dale • IL 60191 • Ph: 630-595-9333 [wdparks.org](http://wdparks.org)

**Commissioners:** Dorothy Lange • Denice Sbertoli • Georgia Schroeder • Greg Stimpson • Eugene Wesley

**Executive Director:** Jon Marquardt





## WOOD DALE PARK DISTRICT

***Active Places. Friendly Faces.***

- b. Nintendo Wii for movement-based games like bowling and tennis.
  - c. Five VR headsets (Meta Quest) for immersive travel, museum tours, and virtual learning.
  - d. Interactive touchscreen table such as the Obie for Seniors for brain games, art, and sensory stimulation.
  - e. Arcade 1Up Infinity Game Table to support digital bingo, card games, and group recreation.
2. Enhancements for Communication & Accessibility
  - a. Tablets with adjustable stands to support individual access to digital programs and communication tools.
  - b. Amazon Echo Dot voice controlled smart speaker to assist with music, reminders, trivia, and interactive features.
  - c. Hearing aid-compatible headsets based on peer agency recommendations.
  - d. Portable sound equipment with microphone to support music-led classes, presentations, meetings, and events
3. Facility Operations & Staff Needs
  - a. Two laptops, four monitor screens, and two docking stations
  - b. Facility-wide high-speed Wi-Fi
  - c. Digital kiosk for program information, displays, check ins, and reminders
  - d. Surveillance cameras for safety and monitoring.

### **Desired Outcomes:**

- Enhanced Senior Engagement: Increase participation in programs through interactive technology and diverse recreational options that appeal to various interests and ability levels.
- Improved Physical & Cognitive Wellness: Offer tools and guided experiences that promote healthy aging through exercise, memory games, and sensory activities.
- Stronger Social Connections: Create an environment that encourages interaction, inclusion, and community building among older adults.
- Accessibility for All: Incorporate tools and features that address mobility, hearing, and visual needs, ensuring equitable access to services.

111 E. Foster Ave • Wood Dale • IL 60191 • Ph: 630-595-9333 [wdparks.org](http://wdparks.org)

**Commissioners:** Dorothy Lange • Denice Sbertoli • Georgia Schroeder • Greg Stimpson • Eugene Wesley

**Executive Director:** Jon Marquardt



## WOOD DALE PARK DISTRICT

***Active Places. Friendly Faces.***

- Operational Efficiency: Equip staff with modern tools that streamline program delivery, facility management, and participant communication.
- Model Facility for Senior Services: Establish the renovated church as a leading example of how adaptive reuse can support aging populations in community-based settings.

Total Cost for these additions would be: \$45,081.68

Attachments: Quotes

We are excited about the opportunity to transform Calvary Church into a vibrant hub for senior services and are confident this project will serve as a model for community-focused innovation in DuPage County. We respectfully request your consideration and support as we work to create a space that enhances the lives of our older adults and enriches the broader Wood Dale community. Thank you for your time, partnership, and continued dedication to improving quality of life for all residents.

Sincerely,

[Redacted Signature]

Jon Marquardt  
Executive Director  
Wood Dale Park District

111 E. Foster Ave • Wood Dale • IL 60191 • Ph: 630-595-9333 [wdparks.org](http://wdparks.org)

**Commissioners:** Dorothy Lange • Denice Sbertoli • Georgia Schroeder • Greg Stimpson • Eugene Wesley

**Executive Director:** Jon Marquardt

Item Name	Description	Quantity	Price	Vendor Link
Smart TV 55"	55" Smart TV for presentations, movies, and activities	2 - \$346.99 each	\$693.98	<a href="#">LG 55" Class U77550 Series 4K UHD Smart TV - Sam's Club</a>
Smart TV 98"	98" Smart TV for presentations, movies, and activities	1	\$1,996.99	<a href="#">LG 98" Class U78000 Series LED 4K Smart TV - Sam's Club</a>
TV Mounts	For mounting smart tv's on the walls	4 - \$99.98 each	\$399.92	<a href="#">Member's Mark Full Motion TV Wall Mount, 32"- 98" TVs - Sam's Club</a>
Tablets	For tech workshops, virtual visits, and online access.	4 - \$199.99 each	\$799.96	<a href="#">Samsung Galaxy Tab A9+ 11" 128GB Wi-Fi Graphite 3M-XZ1DNZAEAR - Best Buy</a>
Tablet Stand	To hold tablets on tables	4 - \$86.90 each	\$347.60	<a href="#">Amazon.com: LULLULOOK Magnetic Stand for Samsung Galaxy Tab S10/S9/S8 Ultra 2024. Foldable &amp; 360° Rotating Floating Desk Holder with S-Pen Holder for Samsung Galaxy Tab 14.6 Inch SM-X920/SM-X910/SM-X900 - Electronics</a>
Nintendo Wii Console	For movement-based games like bowling and tennis	1	\$92.60	<a href="#">Amazon.com: Nintendo Wii Console - White (Renewed) - Video Games</a>
Nintendo Wii Controllers	For movement-based games like bowling and tennis	1, pack of 4	\$50.99	<a href="#">Amazon.com: POPYDAL 4 Packs Classic Remote Controller Compatible for Wii Wii U Console, Gamepad with Soft Silicone Sleeve and Wrist Strap (Black+White+Red+Blue) - Video Games</a>
Nintendo Wii Sports Game	For movement-based games like bowling and tennis	1	\$51.78	<a href="#">Amazon.com: Nintendo Wii Sports (Nintendo Selects) (Renewed) - Video Games</a>
Meta Quest 3 512GB VR Headset	For immersive experiences like virtual travel and cognitive games	5- \$499.99 each	\$2,499.95	<a href="#">Amazon.com: Meta Quest 3 512GB — Ultimate Mixed Reality Experiences — Get Batman: Arkham Shadow and a 3-Month Trial of Meta Quest+ Included - Video Games</a>
Obie Beam Mobile 4000 Lumen	An interactive projector that transforms floors, tables, or walls into active gaming and sensory play for group play, motor skills, or social interaction	1	\$8,396	<a href="#">Obie For Seniors</a>
Arcade 1Up 32" Screen Infinity Game Table	For digital games like classic board games such as checkers and scrabble	1	\$899	<a href="#">Amazon.com: Arcade 1Up 32" Screen Infinity Game Table - Electronic Games - Screen Infinity Game Table- Video Games</a>
Sennheiser RS 195 Wireless Headphone System	Wireless headset tailored for individuals with hearing impairments	4 - \$399 each	\$1,596.00	<a href="#">Sennheiser RS 195 Wireless Transmission Headphones   Alt</a>
Amazon Echo Dot Voice Controlled Smart Speaker	Voice activated assistance for music, weather, reminders, trivia, and more	1	\$37.99	<a href="#">2022 Echo Dot 5th Gen Smart Speaker   Deep Sea Blue   Amazon</a>
Portable Bluetooth PA Speaker System	Portable speaker and microphone for announcements, group games, meetings, and presentations	1	\$345.99	<a href="https://pyluisa.com/collections/sound-and-recording/products/pphp1535wmu">https://pyluisa.com/collections/sound-and-recording/products/pphp1535wmu</a>
43" Touch Screen Digital Check In Kiosk	User-friendly accessible kiosk for displays, checking in, reminders	1	\$2,899.99	<a href="#">Interactive Touch Screen Kiosk   20pt Multi-Touch Function   Displays2go</a>
Laptops and monitors	For facility operations and staff needs	2 laptops, 4 monitors, 2 docking stations	\$2,057.94	See separate attachment
Facility-wide high-speed WiFi	For facility operations and staff needs	\$157/month	\$1,884	See separate attachment
Surveillance Cameras	For safety and monitoring of the facility	15	\$5,031	See separate attachment
Wiring for cameras	For safety and monitoring of the facility	1	\$15,000	See separate attachment

**\$45,081.68**

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Member's Mark

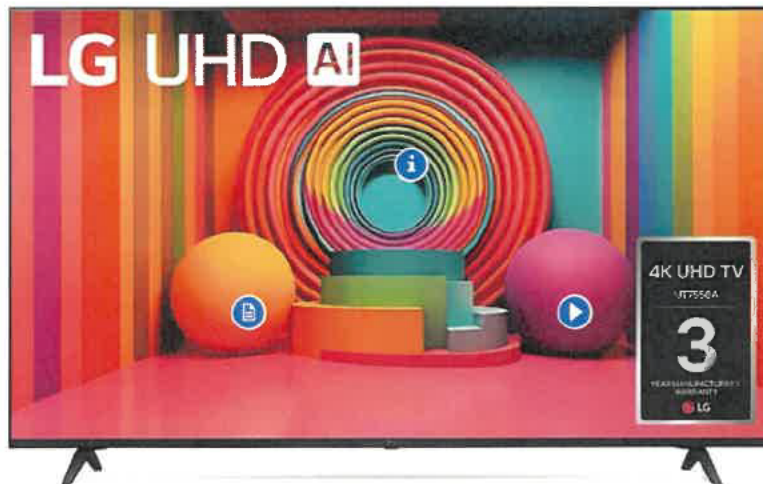
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All Departments / Electronics & Computers / Televisions & Accessories / TVs / 48" - 58"



**Member Bonus: 3-year manufact cost.**

**LG 55" Class UT755**

★★★★★ 4.4(122) By LG Item # 9

**\$346.99**

Prices may vary in club and online. ⓘ

**Save \$2.01** ~~\$349.00~~

Only 4 left

Max 5 per membership

**Shipping**

Get it by May 3

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Free for **Plus**, free for Club on eligible orde

1006 Rohiwing Rd., Addison, IL [Check ot](#)

1



Get a \$30 as  
Sam's Club p

See details ⓘ

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### Highlights

- Enjoy worry free TV viewing with a 3-yea
- Everything you need to bring your favori
- Optimize your lag free gaming, swiftly a
- Experience enhanced brightness, super Gen7 for a thrilling watch
- With webOS & LG Channels, browse yo years of software updates with webOS R

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### We also recommend



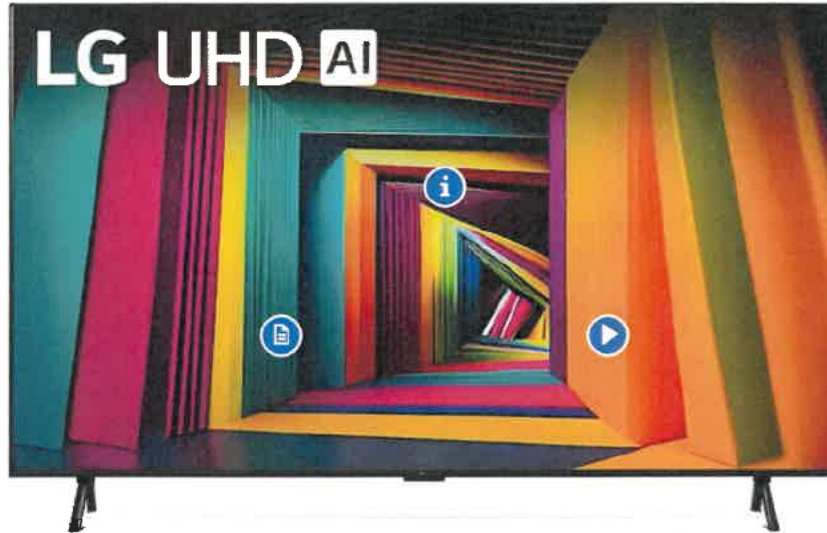
Sam's Cash Offe  
VIZIO 2.1 Soundb

ⓘ

Ends Jun 01

**\$159<sup>00</sup>**

Members also considered



**Member Bonus: Purchase this TV, at no additional cost – valued up to \$1,000**

**LG 98" Class UT900**

★★★★★ 4.7(26) By LG Item # 98

**\$1,996.99**

Prices may vary in club and online. ⓘ

**Out of stock**

We'll email you when the item returns.

### See similar



#### Tech Savings

LG 86" Class UT7550 Series  
4K UHD Smart TV

★★★★★ (161)

**\$50 off \$746.99**

**\$696.99**

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Sam's Club p

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[Apply Now](#)

### Highlights

- Enjoy a 5-year Allstate protection plan, c
  - Experience your favorite content in stuni
  - Immerse yourself in gaming, sports, and
  - Indulge in the stunning visual experienc
  - Experience a world of entertainment wit
- for an unparalleled viewing experience

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## Member's Mark Full 32"-98" TVs

★★★★★ 4.7(1391) By Member's M

**\$99.98**

Prices may vary in club and online. ⓘ

### Shipping

Get it by May 6



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### Highlights

- Supports a spectrum of sizes, from a con
- Designed to support a wide range of VE: x 400mm
- Engineered to support televisions with a
- Offers an adjustable tilt capacity ranging
- Enjoy flexibility with our swivel arms, offi

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### We also recommend



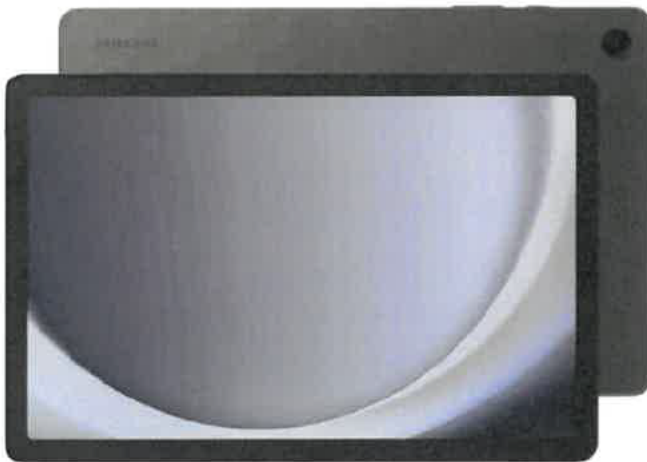
Instant Savings  
VIZIO 5.1 Soundba  
**\$30 off** ⓘ  
~~\$199.00~~ Ends Jun 01  
**\$169.00**

Similar items for you





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[Samsung](#)

## Samsung - Galaxy Tab A9+ 11" 128GB - Wi-Fi - Graphite

Model: SM-X210NZAEXAR SKU: 6566196

[4.7 \(1,105 Reviews\)](#)

**\$199.99**

Save \$70

Comp. Value: \$269.99 ⓘ

4 payments starting at

**\$50.00**

with

[Learn more >](#)



### Trade-In and Save



Save when you trade-in a similar device.  
Check your trade-in value.



Free 6 months of security software & 2 more

Hot offer Save on memory card with Galaxy device

Total Storage Capacity: **128GB**

64GB

**128GB**

256GB

Color: **Graphite**



### Highlights

**11 inches**  
Screen Size



Small



Medium



**Large**

- Business and productivity
- Laptop alternative
- High quality content (games, movies)

What's the right screen size for me?

**1920 x 1200**  
Screen Resolution



HD



**Full HD**



QHD

- Clearer, sharper images graphics
- Ideal for movies and mo games

What's the difference in Tablet resolution?

[Show Full Specs](#)

### Key Accessories:



Samsung - Galaxy Tab A9+ Book Cover - Black  
**\$49.99**

[Add to Cart](#)



Samsung Buds2 Pro  
**\$229.99**

[Add to](#)



**Protect your tablet**  
(3,972)

Accidental Geek Squad Protection | [What's Included](#)  
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No Plan

**1-Year**  
**\$39.99**  
About \$3.33/mo.

Most Popular

**2-Year**  
**\$69.99**  
About \$2.92/mo.

**3-Year**  
**\$109.99**  
About \$3.06/mo.

Availability

Real  
advice



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## LULULOOK Magnetic Stand for Samsung Galaxy Tab S10/S9/S8 Ultra 2024, Foldable & 360° Rotating Floating Desk Holder with S-Pen Holder for Samsung Galaxy Tab 14.6 inch SM-X920/SM-X910/SM-X900

[Visit the LULULOOK Store](#)

4.4 (65) | [Search this page](#)

List Price: ~~\$89.99~~ [Details](#)

Business Price **\$86.90**

[FREE Returns](#)

You Save: **\$3.09 (3%)**

### Buy more, save more

5 units	50 units	Low
-6%	<b>\$421.45</b>	-18% <b>\$3</b>
\$84.29/unit	\$73.86/unit	

Additional shipping fees may apply for items fulfilled directly by selling partners.

Available at a lower price from [other sellers](#) that may not offer free Prime shipping.



Buying multiple items? [Go to multi-select](#)

Size: **Foldable for Ultra 14.6"**

Foldable for S10/S9/S8/S7/Plus/F...

Foldable for Ultra 14.6"

**\$86.90**

[FREE Returns](#)

FREE delivery **Tuesday, May 6** to [Wood Dale 60191](#)

Or fastest delivery **Monday, May 5**. Order within 7 hrs 23 mins

**In Stock**

Quantity: **1**

[Request quote for 136+](#)

[Add to Cart](#)

[Buy Now](#)

Secure transaction

Sold by **Lululook** and Fulfilled by Amazon.

Return policy: [30-day refund/replacement](#)

This item has been tested to certify it can ship safely in its original box or bag to avoid unnecessary packaging. Since 2015, we have reduced the weight of outbound packaging per shipment by 41% on average, that's over 2 million tons of packaging material.

If you still require Amazon packaging for this item, choose "Ship in Amazon packaging" at checkout.

### Add a Protection Plan:

- ☐ 3 Year B2B Office Equipment Protection Plan for **\$13.99**
- ☐ 4 Year B2B Office Equipment Protection Plan for **\$17.99**
- ☐ Add a gift receipt for easy returns

[Add to List](#)

Other sellers on Amazon



Shop now

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Video Games ▸ Legacy Systems ▸ Nintendo Systems ▸ Wii ▸ Consoles



Click image to open expanded view

## Nintendo Wii Console, White (Renewed)

Brand: [Amazon Renewed](#)

Platform : Nintendo Wii

4.1 (3,598)

200+ bought in past month

Typical price: ~~\$99.99~~ Details

Business Price **\$92.60**

You Save: **\$7.39 (7%)**

### Buy more, save more

2 units

-10% **\$179.54**

\$89.77/unit

5 units **Lowest price**

-15% **\$425.25**

\$85.05/unit

Additional shipping fees may apply for items fulfilled directly by selling partners.

### About this item

- Bundle Includes: Wii Console, Wii Remote, Nunchuk, Wii Remote Jacket, Sensor Bar, Wii AC Adaptor, Wii AV Cable

### Top reviews for business



Brett

**Does everything perfect, MINOR flaws that aren't enough to sway my decision.**

Reviewed in the United States on March 30, 2024

**Verified Purchase**

Pros - It runs discs perfect, set up nice, sensor and controller perfect, all slots for controllers and memory cards work, instructions for pairing the wiimote to the device is included, as well as a business card that MAY of had a contact number or email- I honestly forgot since its been about 2 months since I've

[Read full review](#)

1 2 3 See all

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**\$92.60**

FREE delivery **Thursday, May 8** to  
[Wood Dale 60191](#). [Details](#)

**Only 4 left in stock - order soon.**

Quantity: 1

[Request quote for 118+](#)

Add to Cart

Buy Now

Secure transaction

**Ships from and sold by** Gamerz Reality Inc.

#### **Seller Credentials:**

Registered Small Business, LGBT Business Enterprise, Disability-Owned Business Enterprise, Classified Small Business - SBA Standard, 889 certification

**Return policy:**

90-day [refund/replacement](#)

[Trade-In and save](#)

#### **Add a Protection Plan:**

☐ 2 Year B2B Portable

Electronics Protection Plan for  
**\$10.99**

☐ 3 Year B2B Portable

Electronics Protection Plan for  
**\$14.99**

Add to List

### Other sellers on Amazon

Renewed (14) from **\$92.60** &  
**FREE Shipping**

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Video Games ▸ Legacy Systems ▸ Nintendo Systems ▸ Wii ▸ Accessories ▸ Controllers ▸ Gamepads & Standard Controllers



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## PGYFDAL 4 Packs Classic Remote Controller Compatible for Wii Wii U Console, Gamepad with Soft Silicone Sleeve and Wrist Strap (Black+White+Red+Blue)

Brand: PGYFDAL

4.3 (658) | Search this page

Amazon's Choice for "wii controller 4 pack"

200+ bought in past month

Price: **\$50.99**

FREE Returns

30-day refund/replacement

Color: **Black+White+Red+Blue**



Brand PGYFDAL

Compatible Nintendo Wii Devices

Controller Remote Controller Type

Connectivity Bluetooth Technology

Color Black+White+Red+Blue

### About this item

- **Excellent Compatibility** - Third party product. The wii remote controller is perfect for Wii and Wii U consoles, and supports most Wii and Wii U games. Give you a better gaming experience!
- **Functions** - These wii controllers have multiple functions, built-in newly upgraded speakers, which can provide you with stronger vibration feedback. (Note: Does Not Include Motion Plus)
- **Super Strong Signal Connection** - High Performance Bluetooth wireless controller. Hassle-free wireless connection, easy play. The wireless receiving distance is effective within 8 meters.
- **Protective Case And Wristband** - This product is equipped with a high-quality silicone protective cover, which can perfectly protect the controller

**\$50.99**

FREE Returns

FREE delivery **Tuesday, May 6** to Wood Dale 60191

Or fastest delivery **Monday, May 5**. Order within 7 hrs 48 mins

In Stock

Qty: 1

Buying in bulk?

Add to Cart

Buy Now

Secure transaction

Sold by VToneStore and Fulfilled by Amazon.

Return policy: 30-day refund/replacement

Trade-in and save

Add a Protection Plan:

- ☐ 2 Year B2B Portable Electronics Protection Plan for **\$6.99**
- ☐ 3 Year B2B Portable Electronics Protection Plan for **\$8.99**
- ☐ Add a gift receipt for easy returns

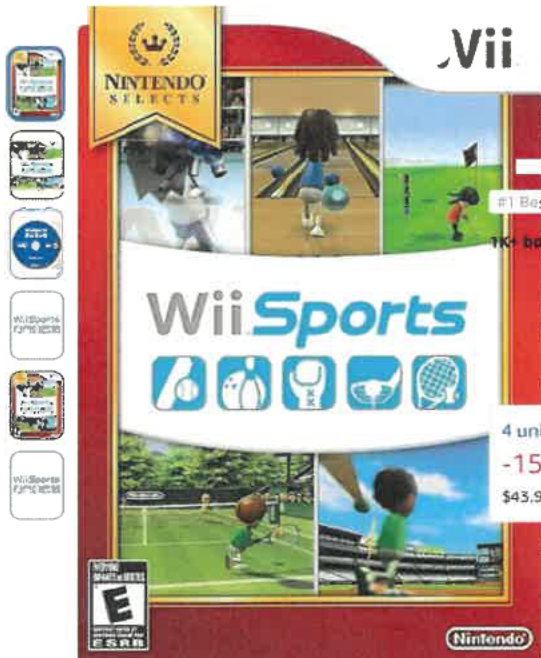
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## Wii Sports (Nintendo Selects) (Renewed)

Amazon Renewed

Platform : Nintendo Wii | Rated: Everyone

(837)

#1 Best Seller in Wii Games

1K+ bought in past month

\$51.78

FREE Returns

Shop more, save more

4 units Lowest price

-15% \$175.92

\$43.98/unit

Additional shipping fees may apply for items fulfilled directly by partners.

Available at a lower price from [other sellers](#) that may not offer free Prime shipping.

### About this item

- Sports Sub-Genre: Baseball
- Region Code: NTSC-U/C (US/Canada)
- Compatible with: Nintendo Wii
- Platform: Nintendo Wii
- Genre: Sports

[Report an issue with this product or seller](#)

This product is also available in New condition for \$43.20 more than the current Renewed price.



Wii Sports (Nintendo Selects)  
\$94.98 & FREE Shipping. Details  
(2,065)

Only 1 left in stock - order soon.

\$51.78

FREE Returns

FREE delivery Tuesday, May 6 to  
[Wood Dale 60191](#)

Or fastest delivery Monday, May 5.  
Order within 7 hrs 43 mins

In Stock

Quantity: 1

[Request quote for 228+](#)

Add to Cart

Buy Now

Secure transaction

Sold by [CaveGamers](#) and Fulfilled by Amazon.

**Seller Credentials:**

Registered Small Business, 889 certification

Return policy:

[90-day refund/replacement](#)

Support:

[Product support included](#)

Trade-In and save

☐ Add a gift receipt for easy returns

Add to List

### Other sellers on Amazon

Renewed (12) from \$48.86 & FREE Shipping

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### Frequently bought together

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Video Games ▾ Virtual Reality ▾ Standalone Hardware ▾ Headsets



6 VIDEOS



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## Meta Quest 3 512GB — Ultimate Mixed Reality Experiences — Get Batman: Arkham Shadow and a 3-Month Trial of Meta Quest+ Included

[Visit the Meta Store](#)

Platform : Meta Quest

4.5 (5,701)

Amazon's Choice  for "meta quest 3"

10K+ bought in past month

Price: **\$499.99**

[FREE Returns](#)

Available at a lower price from [other sellers](#) that may not offer free Prime shipping.



Buying multiple items? [Go to multi-select](#)

Style: **Headset + Controllers, Refreshed Packaging**

Headset + Controllers

Headset + Controllers,  
Refreshed Packaging

Size: **512GB**

**Bundles with this item**

Blood Orange Bundle

**-4% \$529.98**

List: ~~\$549.98~~

Vision Bundle

**-1% \$536.68**

List: ~~\$539.98~~

Active Bundle Bund

**\$538.68**

[See all bundles](#)

### About this item

- Enjoy the ultimate way to experience everything you love. Now you can get Batman: Arkham Shadow and a 3-month trial of Meta Quest+ included\*\* (a combined \$70 value) when you buy a Meta Quest 3 512GB.\*
- Unlock new ways to work, play, relax and connect with mixed reality, where you can blend digital objects into your physical space. Turn anywhere into the ultimate personal theater, create a home gym in your living room or get immersed in out-of-this-world games.
- With the most powerful Quest yet,\* every experience looks sharper, plays faster and runs smoother. Enjoy life-like graphics, rich spatial audio and more storage for all your apps and games.
- With 4K + Infinite Display\*, feel like you're actually exploring locations around the world or stepping into realistic games with a wider, taller, expansive field of view. \*Two displays (2064x2208 resolution per eye)

**\$499.99**

[FREE Returns](#)

FREE delivery **Tuesday, May 6** to  
[Wood Dale 60191](#)

Or fastest delivery **Tomorrow**  
**10 AM - 3 PM.** Order within 17 hrs  
41 mins

**In Stock**

Qty: 1

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[Add to Cart](#)

[Buy Now](#)

 **Secure transaction**

**Ships from and sold by Amazon.com.**

**Return policy:**  
30-day refund/replacement

**Support:**  
Product support included

[Trade-In and save](#)

**Add a Protection Plan:**

☐ 2 Year B2B Electronics  
Protection Plan for **\$52.99**

☐ 3 Year B2B Electronics  
Protection Plan for **\$67.99**

☐ Add a gift receipt for easy  
returns

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### Other sellers on Amazon

**New & Used (14) from \$494.99  
& FREE Shipping.**

BEAM Mobile 4000 lumen: \$8,396 Includes computer, projector, sensors, sound, wireless remote, training, shipping, analytics, 20 basic permanent games + 1 year access to senior game library & 1 year warranty

<https://obieforseniors.com/>

Please let me know if you'd like an online demo?

Take care,  
Toni Gannon

*Executive Sales Manager*

**Office:** [914-219-0779](tel:914-219-0779)

[EyeClick](#) | [BEAM](#) | [Obie](#)



Schedule a call by clicking  
here <https://eyeclick.schedulehero.io/meet/toni-bromberg/introcalltoni>



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6 VIDEOS



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## Arcade 1Up 32" Screen Infinity Table - Electronic Games

[Visit the ARCADE1UP Store](#)

Platform : Electronic Game | Rated: **Rating Pending**

4.2 (507)

Amazon's Choice  for "infinity table"

100+ bought in past month

List Price: ~~\$999.99~~ Details

Price: **\$899.00**

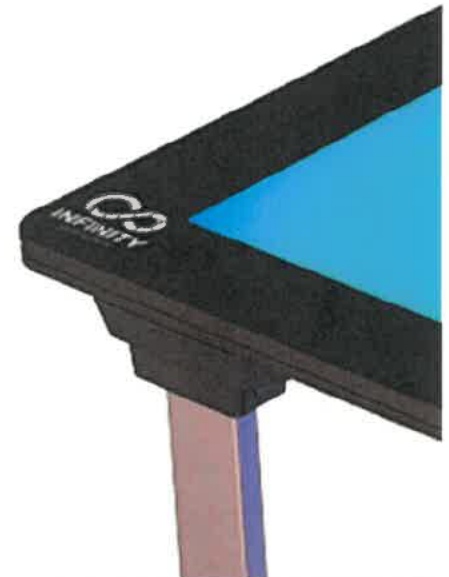
FREE Returns

You Save: **\$100.99 (10%)**

Available at a lower price from [other sellers](#) that may include shipping.

- Play digital versions of iconic classics like Hasbro's Trivial Pursuit, Chutes and Ladders, Candy Land, Ya games, coloring books, mini-games, and many more
- Hi-Resolution Screen adds next-level realistic depth games; Social Play+ connects to other players' work Connect that allows up to six players.
- Tactile Feedback and Dynamic Zoom - haptic feedback automatic zoom game features provide immersive
- Impact / Water Resistant - Relax while you play, the Table's surface resists spills and is tough enough to impacts, with removable legs for tabletop play
- Wi-Fi connectivity, online play, and an ever-expanding downloadable games and interactive content via the

[Report an issue with this product or seller](#)



Save with Used - Like New

\$818.09

FREE delivery Tuesday, May 6  
to [Wood Dale 60191](#)

Ships from: Amazon

Sold by: Amazon Resale

Sponsored

### Frequently bought together



+



Total price: **\$1,004.95**

Add both to Cart

These items are shipped from and sold by different sellers.  
[Show details](#)

**This item:** Arcade 1Up 32" Screen Infinity Game Table - Electronic Games

**\$899<sup>00</sup>**

BoxWave Screen Protector Compatible with Arcade 1Up Infinity Game Table (32 in) -...

**\$105<sup>95</sup>**

Add to List

**Other sellers on Amazon**

New & Used (4) from **\$818.09** & **FREE Shipping**.

Products related to this item Sponsored



Abt Model: RS195

# \$399.95

Special financing as low as \$34/mo [Learn More](#)

Price Match Guarantee

## Free Shipping

Estimated delivery date

**May 5th**

## Pickup

Available in Glenview, IL

Open today until 7PM

On Display



### Need help?

Contact a sales specialist

[Chat](#) | [800-814-7794](#) | [Email](#)

See other products in  
**Wireless TV Headphones** or  
**Sennheiser**

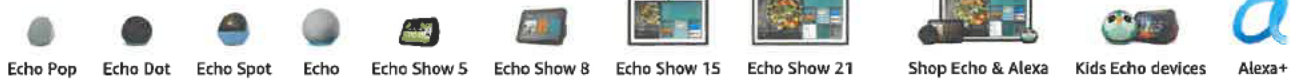
## Sennheiser RS 195 Wireless Headphones

When you need the most outstanding in audio, come to [Sennheiser at Abt](#). Their Sennheiser RS 195 wireless headphone system is made for those who hope to savor perfect audio as one would a glass of fine wine. They're specially crafted to be a solution for those who have slight hearing difficulties, and might have a hard time hearing the music in the living room or the news in the kitchen.

Everything within is crafted to be comfortable and reliable, from the comfort of the earcups to the excellence of the transmission. No hiccups, no glitches. And it all stays within the circumaural (closed-ear) set, too. From here, you can listen to the broadcasts you want—the [Sennheiser headphones](#) are compatible with any device with an optical digital or analog audio output. Simply plug in your source and receive your transmission. With over 18 hours of charge time and a 350 ft. operating range, you'll be able to listen your way, all throughout the day. When you're finished, simply set the Sennheiser RS 195 back on their charging cradle.

## Key Features

- Closed, Circumaural Headphones With Excellent Digital Wireless Audio Transmission
- Transmission Range Of Up To 328ft/100m (Line Of Sight)
- Selectable Hearing Boost Presets And An Additional Noise Suppression Mode



Save up to 40% on gaming essentials. Limited-time offer.



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echo dot

Big sound. Small Size. Huge help.

...o Dot, an Alexa  
...est model), Vibrant  
...nant speaker, Great for  
...dining rooms and  
...p Sea Blue

...o & Alexa Store  
881) | Search this page  
...or "amazon deals today"

feature

9K+ bought in past month

Limited time deal

amazon music

Spotify

Apple Music

SiriusXM

Bluetooth

pandora

Save 20% with Trade-In

Bonus Get a WiZ Smart Bulb [Shop items](#)

Available at a lower price from [other sellers](#) that may not offer free Prime shipping.

You're viewing the newest model of this product — see what's new

Echo smart speakers [See the differences](#)

Echo Dot  
Good for larger rooms  
154,881  
From: \$37.99

Echo Dot Ki  
Great  
room  
From: \$59.3



Buying multiple items? [Go to multi-select](#)

Color: Deep Sea Blue



Configuration: Device only

Pre-owned buying options

\$37.99

FREE Returns

FREE delivery Tuesday, May 6 to [Wood Dale 60191](#)

Or fastest delivery Tomorrow  
10 AM - 3 PM. Order within 17 hrs 18 mins

In Stock

Qty: 1

[Request quote for 40+](#)

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Secure transaction

Ships from and sold by Amazon.com.

Return policy:

30-day refund/replacement

☐ This is a gift

☐ Add an Extended Warranty

☐ Extended Warranty: 2 year \$4.99

☐ Add an accessory

☐ STAR WARS TIE Fighter Stand: Gray  
\$59.99

☐ Battery Base: White \$39.19  
List Price: \$39.99

☐ Outlet Hanger: White \$18.99

☐ Wall Mount: White \$18.61  
List Price: \$18.99

☐ Amazon Smart Plug: 1-pack \$19.99  
List Price: \$24.99

Add to List

Other sellers on Amazon

New & Used (2) from \$28.49 & FREE  
Shipping on orders over \$35.00  
shipped by Amazon.



Available at:



GET FREE SHIPPING ON ORDERS



(<https://pyleusa.com/collections/pyle>)

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## Portable Bluetooth Pa Speaker System

« [Previous Product \(/collections/sound-and-recording/products/pmp67wtb\)](#) | [Next Product »](#)  
([/collections/sound-and-recording/products/plm31](#))

🔊 Get 20% OFF



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A Angela

X

🤔 Thinking about it? Don't forget to use code [SPRING20](#) at checkout for **20% OFF** your order

If you need support or want product tips, just ask—I'm here to help.

[Click to reply](#)



1

\$345.99

Add to Cart

Buy with

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4 interest-free payments or as low as \$29/mo with [affirm](#). See if you qualify

★★★★★ 0 Reviews

#### PRODUCT DESCRIPTION

The Pyle Portable Bluetooth PA Speaker System, Built-in Rechargeable Battery, Includes (2) UHF Microphones, MP3/USB/SD Readers, FM Radio, 15" Speaker, 1600 Watt - Versatile PA Loud Speaker Sound System - Bluetooth Wireless Music Streaming Ability - Active 2-Way Full Range Stereo Sound - Heavy Duty, Rugged & Reliable - Built-in Rechargeable Battery - Fixed Frequency Audio Transmission - Digital LCD Display - ID3 Tag Song Readout Info - USB Flash & SD Memory Card Readers - FM Radio with Automatic Station Recognition - Includes (2) UHF Wireless Microphones - (2) 1/4" Microphone / Guitar Inputs - Independent Adjustable Mic/Guitar Volume Controls - RCA (L/R) Line Input Connector Jacks - Ability to Connect External Devices.

**Sku:** PPHP1535WMU

**Vendor:** [Pyle \(/collections/vendors?q=Pyle\)](#)

Ask a Question



**DETAILS**   **WHAT'S IN THE BOX**   **MANUALS & DOWNLOADS**   **Q&A**

#### Features:

- Versatile PA Loud Speaker Sound System
- Bluetooth Wireless Music Streaming Ability
- Active 2-Way Full Range Stereo Sound
- Heavy Duty, Rugged & Reliable
- Built-in Rechargeable Battery
- Fixed Frequency Audio Transmission





10% Off Your First Order! [Sign Up & Save](#)

**SKU: DK043TLW**

[Home](#) > [Digital Signage & Content Management Systems](#) > [Touch Screen Kiosks](#) > **DK043TLW**

## 43" Touch Screen Digital Kiosk, 20pt IR Display, Android 11 OS - Black or White

★★★★★ [5 out of 5 | \(1 Ratings.\)](#)





\*43" Touch screen Digital  
kiosk

**\$2,899.99**

[Need a Quote?](#)

[See Quantity Discounts](#)

**IN STOCK**

Ships Same Day!

Ships on **Friday, May 2** if ordered within the next **20 hrs 57 mins**.

- 43" 20pt IR LCD Touch Screen
- Android 11 Operating System for Digital Signage
- Supports Image, Video, and Audio Files
- [View All Product Details](#)

Color: **White**

Black

White ✓

Software Package: **Basic**

Basic ✓

Wallboard Premium CMS

[Add Product Protection](#) ⓘ

Powered by  
**mulberry**

\*Valid in US only

☐ 2 Year - \$149.99 ☐ 3 Year - \$199.99

1

+

ADD TO CART



# CALVARY COMMUNITY CENTER

CAMERAS				
Product	Qty	Price	Total	Link
Medium Recorder				
DS923+	1	\$640.00	\$640.00	<a href="#">DS923</a>
WD 10TB	4	\$249.00	\$996.00	<a href="#">WD 10TB</a>
Memory	1	\$80.00	\$80.00	<a href="#">Memory</a>
Existing Camera Licenses	0			
Total Recorder			\$1,716.00	
New Cameras				
Basic Wide angle dome	7	\$100.00	\$700.00	<a href="#">Basic Wide</a>
Varifocal outdoor bullet		\$200.00	\$0.00	
Varifocal Dome camera	5	\$225.00	\$1,125.00	<a href="#">Varifocal Dome</a>
Wide angle dual lens	3	\$250.00	\$750.00	<a href="#">Wide Angle</a>
12MP Fisheye		\$600.00	\$0.00	
PTZ 25X Zoom		\$500.00	\$0.00	
Total New cameras	15		\$2,575.00	
Licenses				
4 Camera License	0	\$221.00	\$0.00	<a href="#">Licenses</a>
8 Camera License	2	\$370.00	\$740.00	<a href="#">Licenses</a>
default of 2	1	\$0	\$0	
Total Licenses	3		\$740.00	
WIRING				
New Single Cat 6 & WAP Installation		\$8,500 - \$12,500		Need Walkthrough to confirm
Cameras & Wiring Estimated Total			\$13,531 - \$17,531	
LAPTOPS				
Dell Inspirion	2	\$649.00	\$1,298.00	<a href="#">Laptop</a>
Docking Stations	2	\$119.99	\$239.98	<a href="#">Docking Station</a>
Monitors	4	\$129.99	\$519.96	<a href="#">Monitors</a>
Total for Laptops and Monitors			\$2,057.94	

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND PARENTS  
ALLIANCE EMPLOYMENT PROJECT

WHEREAS, the County of DuPage (“County”) is a body corporate and politic; and

WHEREAS, PARENTS ALLIANCE EMPLOYMENT PROJECT (“Agency”) is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County’s funding for each Agency is not a donation and must be used to perform certain services or functions within the County’s statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the “Party” and collectively referred to herein as “the Parties”; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement.** The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
2. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
4. **Project Description.** Agency shall receive ten thousand five hundred dollars (\$10,500) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days’ notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
6. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment.** The County agrees to pay the Agency ten thousand five hundred dollars (\$10,500). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff



including providing sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase.

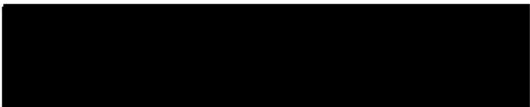
8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
12. **Liability.** The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

PARENTS ALLIANCE EMPLOYMENT  
PROJECT

---

Deborah Conroy  
Chair, DuPage County



Kristen Sheffield  
Executive Director

ATTEST:

---

Jean Kaczmarek,  
County Clerk



DuPage County  
Office of the County Board  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

**MEMBER INITIATIVE PROGRAM APPLICATION** - Please complete all sections for submission

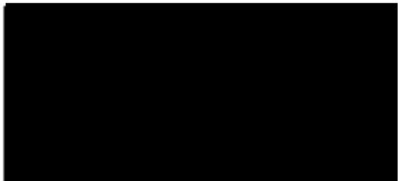
**SECTION I Organization Information**

Organization	Parents Alliance Employment Project
Contact Person	Kristen Sheffield
Address	2525 Cabot Drive Suite 205
City	Lisle
Phone Number	630-697-8199
Email	ksheffield@parents-alliance.org

**SECTION II Project Description**

Project Title	Technology for Job Prep & Skills Training for Individuals with Disabilities
Cost of the Project	\$10,500
Brief Description of the Scope of Initiative	PAEP will purchase and implement the use of individual laptops for participants enrolled in our job training programs. PAEP will purchase laptops for PAEP staff to provide adequate job search and online case management. Providing laptops will significantly help individuals with disabilities in their job search by giving them access to on-line job portals, resume-building tools, and access to virtual interviews.
Desired Outcomes	To increase efficiency and enable individuals with disabilities gain independence within their job search process.

**SECTION III Signature**

Member Name	Grant Eckhoff	
District	4	
Signature		

**SECTION IV Supplemental Documents**

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)





**2525 Cabot Drive, Suite 205  
Lisle, Illinois 60532  
TEL: 630.697.8199  
[www.parents-alliance.org](http://www.parents-alliance.org)**

PARENTS ALLIANCE EMPLOYMENT PROJECT

March 27, 2025

Honorable District 6 DuPage County Board Members: Greg Schwarze, Sheila Rutledge, James Zay  
Honorable District 4 DuPage County Board Members: Grant Eckhoff, Lynn LaPlante, Mary Ozog  
421 County Farm Road  
Wheaton, Illinois 60137

Letter of Proposal for Board Member Initiative: Technology Funding to Support Parents Alliance Employment Project

Dear County Board Members,

I am writing on behalf of Parents Alliance Employment Project (PAEP), a non-profit organization located in DuPage County that is devoted to improving the life of people with disabilities through individualized employment services. We are seeking funding through the Board Member Initiative to support the acquisition of laptops for use by participants within our job preparation and skills training program, Project SEARCH located at Northwestern Medicine Central DuPage Hospital in Winfield and Inspired by ABILITY located in Lisle and throughout DuPage County. Providing laptops to our participants will significantly help individuals with disabilities in their job search by giving them access to online job portals, resume-building tools, and virtual interviews. This funding will play a crucial role in increasing efficiency and enabling individuals with disabilities in our communities gain independence within their job search process.

Parents Alliance Employment Project is dedicated to improving the life of people with disabilities through individualized employment services and has existed since 1982. It is unique in that it was parent initiated and operated for many years staffed solely by parent volunteers. This network of parents became proactive when the only employment option for their developmentally disabled young adults was a sheltered workshop. Services are based on the philosophy that all individuals have the right to work in the communities in which they live.

With the work of twenty (20) full-time Employment Program Managers and Specialists, PAEP provides a variety of programs and services annually to over 150 individuals with developmental disabilities including career counseling, job skill training and preparation, job development, job placement, and job coaching and follow-up. A tailored program specific to building job skills is our nationally accredited, Project SEARCH model. The Project SEARCH program implemented at Northwestern Medicine Central DuPage Hospital in Winfield is a business led, one-year work program that takes place entirely at the workplace. The majority of the participants come from the surrounding Dupage county area high schools including Wheaton/Warrenville, Carol Stream, West Chicago, Naperville, and Glenbard school districts and attend the program located at Northwestern Medicine Central DuPage Hospital Monday through Friday from 7:30am-2:15pm. The morning

portion, 7:45-8:45am includes classroom instruction, while the remainder of the day, 9am-2pm participant's complete internships in departments throughout the hospital. Participants are exposed to 3, 10 week long internships to build skills. The goal for each participant is competitive employment. The program prioritizes real-life, hands-on work experience combined with classroom training in employability, work readiness and independent living skills to help youth with disabilities make successful transitions to productive adult life.

In addition to the Project SEARCH program, PAEP is successfully implementing Inspired by ABILITY (IBA), an individualized, year-long program that provides preparation of employment skills training and mentoring through job-readiness curriculum classroom instruction at our Lisle location one day per week for 3 hours. During the remaining days of the week, participants engage in work based learning internships at community businesses throughout DuPage County to build transferable work skills. Some notable employment training sites include: Monarch Landing (Food and Nutrition Department, Environmental Services Department, and Maintenance Department), Wyndemere (Food and Nutrition departments), Anytime Fitness (multiple locations), UFC Gym (multiple locations), Aperion Care (laundry Department, Food and Nutrition Department, and Housekeeping Department), Chartwell's at Elmhurst College, WESCO, GMC Dealership, PetPeople, TJ Maxx, Chick-Fil-A, Northwestern Medicine, Aramark, Marianjoy, Hyatt, UPS, Cinemark, Tabor Hills, Main Event, Fresh Thyme, Jiffy Lube, WeatherTech, Buffalo Wild Wings. Following on the job training, participants are placed into unsubsidized, competitive employment with supports provided by PAEP to ensure independent success.

As our agency and individualized job skill training programs continue to grow and expand, we have greatly recognized the need to implement technology within the classroom portion of these programs. Implementing the use of individual laptops for each participant would allow them to increase their technology skills as well as their independence in the job search process by: 1) allowing each participant to have access to a professional email account specific for the job searching process, 2) providing easy access to online job portals like Indeed, Glassdoor, 3) create, edit and customize resumes and cover letters, 4) research job companies and roles within each company identifying the skills they are looking for in an employee, 5) prepare for interviews, and 6) conduct and participate in virtual interviews.

With the funding provided by the DuPage County Board Member Initiative through Districts 6 and 4, PAEP plans to purchase twelve (12) laptops for the Project SEARCH program for participants and eleven (11) laptops for PAEP staff and all necessary software. The laptops will be used for daily use in the classroom and one on one with each participant for job readiness activities and to allow staff to provide on-line case management and virtual meetings with parents and employers. Utilizing the laptops within the classroom will increase independence and problem solving skills and empower each program participant to lead more independent, inclusive and fulfilling lives in the world of work and social engagement. The participants of the program will:

- 1) Gain access to an array of information and job resources
- 2) Create resumes
- 3) Practice video interviewing
- 4) Enhance communication through email and video to bridge gaps and access to employers

The total cost for this project is estimated at \$21,300 which includes a total of \$400 per classroom laptop acquired for each student of each program (12) and a total of \$1500 per staff (11) laptop acquired for each PAEP staff.

- \$4,800: Student Laptop and Software Purchase/Adapters and Accessories/Installation and Setup: \$400 (12)
- \$16,500: Staff Laptop and Software Purchase/Adapters and Accessories/Installation and Setup: \$1500 (11)

*The request from each district breakdown would be as follows:*

District 6: Project SEARCH Central DuPage Hospital for 12 participants and 4 staff: \$10,800

District 4: Project SEARCH Central DuPage Hospital for 7 additional PAEP Staff: \$10,500

PAEP is committed to maintaining the technology to ensure that each participant of the program can access and learn to navigate their job search process independently with the use of the laptops. A portion of the classroom curriculum will cover the training and use of the laptop for each participant.

In conclusion, the support from the DuPage County Board Member Initiative will have a lasting impact on our ability to increase efficiency and enable individuals with disabilities gain independence within their job search.

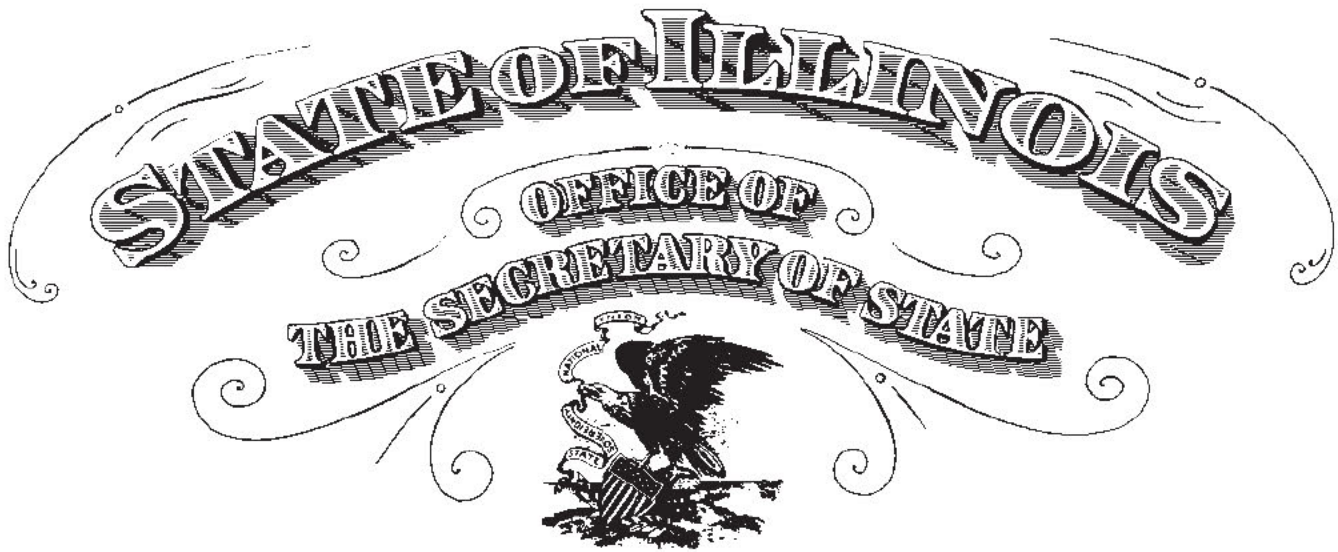
I would like to extend an invitation to you all and any DuPage County Board Member to visit Parents Alliance Employment Project and the Project SEARCH program at Northwestern Medicine Central DuPage Hospital to see and learn more about our program.

If you should need any additional information to supplement this request or have any questions, please feel free to contact me at (630) 697-8199 or. We appreciate the work you do in our community, your support and thank you for your consideration.

Sincerely,

*Kristen A. Sheffield*

Kristen A. Sheffield  
Executive Director



***To all to whom these Presents Shall Come, Greeting:***

*I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

PARENTS ALLIANCE EMPLOYMENT PROJECT, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 13, 1979, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 7TH*  
*day of FEBRUARY A.D. 2025 .*

Authentication #: 2503801984 verifiable until 02/07/2026

Authenticate at: <https://www.ilsos.gov>



SECRETARY OF STATE





## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Feb 7, 2025

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Parents Alliance Employment Project	Company Contact: Kristen Sheffield
Contact Phone: 630-697-8199	Contact Email: ksheffield@parents-alliance.org

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

### I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature \_\_\_\_\_  
Printed Name Kristen A. Sheffield  
Title Executive Director  
Date Feb 7, 2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)



## Finance Resolution

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

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**File #:** FI-R-0093-25

**Agenda Date:** 6/3/2025

**Agenda #:** 10.A.

---

ACCEPTANCE OF AN EXTENSION OF TIME FOR THE  
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 22-403028  
COMPANY 5000 - ACCOUNTING UNIT 1400

(Under the administrative direction  
of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Department of Commerce and Economic Opportunity the Home Weatherization Assistance Program DOE Grant PY25, Inter-Governmental Agreement No. 22-403028, Company 5000 - Accounting Unit 1400, pursuant to Resolution FI-R-0164-24 for the period July 1, 2024 through June 30, 2025; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with Amendment No. 001 (ATTACHMENT I) that the grant may be extended to September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that expiration date of Illinois Home Weatherization Assistance Program DOE Grant PY25, Inter-Governmental Agreement No. 22-403028, Company 5000 - Accounting Unit 1400, be extended until September 30, 2025.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

## AMENDMENT TO THE GRANT AGREEMENT



**BETWEEN**  
**THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**  
**AND**  
**DuPage County**

The State of Illinois (State), acting through the undersigned agency (Grantor) and **DuPage County** (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

**The Parties or their duly authorized representatives hereby execute this Amendment.**

**ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY**

**DuPage County**

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Third Grantor Approver

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**ARTICLE I**  
**AWARD AND AMENDMENT INFORMATION AND CERTIFICATION**

1.1. Original Agreement. The Agreement, numbered **22-403028**, has an original term from **07/01/2024** to **06/30/2025**.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):

Amendment Number	Effective Date (MM/DD/YYYY)
N/A	N/A

1.3. Current Agreement Term. The Agreement expires on **06/30/2025**, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Exhibit A (Project Description)         | <input checked="" type="checkbox"/> Award Term               |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones)     | <input type="checkbox"/> Award Amount                        |
| <input type="checkbox"/> Exhibit C (Contact Information)         | <input type="checkbox"/> PART TWO (Grantor-Specific Terms)   |
| <input type="checkbox"/> Exhibit D (Performance Measures/Std.s.) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Specific Conditions)         | <input type="checkbox"/> Budget                              |
|  | <input type="checkbox"/> Budget (Unilateral)                 |
|  | <input type="checkbox"/> Funding Source                      |
|  | <input type="checkbox"/> Other (specify):                    |

1.5. Effective Date. This Amendment shall be effective on \_\_\_\_ N/A \_\_\_\_\_. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

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**ARTICLE II**  
**AMENDMENTS**

- 2.1. Paragraph 1.4 of the Agreement is amended to expire on 09/30/2025, unless terminated pursuant to the agreement.

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**File #:** FI-R-0094-25

**Agenda Date:** 6/3/2025

**Agenda #:** 10.B.

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ACCEPTANCE AND APPROPRIATION OF  
THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM  
HHS GRANT PY26  
INTER-GOVERNMENTAL AGREEMENT NO. 25-221028  
COMPANY 5000 - ACCOUNTING UNIT 1430  
\$974,465

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$974,465 (NINE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY-FIVE AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 25-221028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2025 through September 30, 2026; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 25-221028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$974,465 (NINE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY-FIVE AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program HHS Grant PY26, Company 5000 - Accounting Unit 1430, for period June 1, 2025 through September 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved on this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

# ATTACHMENT I

## ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT PY26 INTER-GOVERNMENTAL AGREEMENT NO. 25-221028 COMPANY 5000 – ACCOUNTING UNIT 1430 \$974,465

### REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	<u>974,465</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>974,465</u></u>

### EXPENDITURES

#### PERSONNEL

50000-0000 - Regular Salaries	\$	237,920	
51010-0000 - Employer Share I.M.R.F.		21,198	
51030-0000 - Employer Share Social Security		18,202	
51040-0000 - Employee Med & Hosp Insurance		<u>28,026</u>	
TOTAL PERSONNEL			\$ 305,346

#### COMMODITIES

52200-0000 - Operating Supplies & Materials		327	
52260-0000 - Fuel & Lubricants	\$	<u>118</u>	
TOTAL COMMODITIES			\$ 445

#### CONTRACTUAL

53090-0000 - Other Professional Services	\$	649,074	
53100-0000 - Auto Liability Insurance		962	
53260-0000 - Wireless Communication Svc		1,362	
53370-0000 - Repair & Mtce Other Equipment		199	
53380-0000 - Repair & Mtce Auto Equipment		71	
53500-0000 - Mileage Expense		510	
53510-0000 - Travel Expense		10,223	
53600-0000 - Dues & Memberships		1,059	
53610-0000 - Instruction & Schooling		4,731	
53800-0001 - Copier Usage		51	
53804-0000 - Postage & Postal Charges		<u>62</u>	
TOTAL CONTRACTUAL			\$ 668,304

#### CAPITAL

54100-0700 - IT Equipment - Capital Lease	\$	<u>370</u>	
TOTAL CAPITAL			\$ <u><u>370</u></u>

TOTAL ADDITIONAL APPROPRIATION			\$ <u><u>974,465</u></u>
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**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
DuPage County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
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Article XIII	Termination; Suspension; Non-compliance
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Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
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Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupageco.org

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Third Grantor Approver

## PART ONE – THE UNIFORM TERMS

### ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.



"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

## **ARTICLE II AWARD INFORMATION**

2.1. Term. This Agreement is effective on **06/01/2025** and expires on **09/30/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$974,465.00**, of which **\$974,465.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **G-2502ILLIEA**, the federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2024**. If applicable, the Assistance Listing Program Title is **Low-Income Home Energy Assistance** and Assistance Listing Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. If applicable, the State Award Identification Number (SAIN) is 87-57486.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **W7KRN7E54898** is Grantee's correct UEL; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006551** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Pharmacy-Non Corporate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt
<input type="checkbox"/> Corporation (includes Not For Profit)	<input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> Medical Corporation	<input type="checkbox"/> P = partnership
<input checked="" type="checkbox"/> Governmental Unit	<input type="checkbox"/> C = corporation
<input type="checkbox"/> Estate or Trust	

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

## ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## **ARTICLE VII ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.



(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

#### 12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

#### 12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### **13.1. Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## **ARTICLE XV NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## **ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## **ARTICLE XVII CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## **ARTICLE XVIII EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.



Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

## **ARTICLE XX INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

## **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

**21.2. Indemnification and Liability.**

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII  
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**EXHIBIT A**

**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to statutes cited in Program Objective below..

The purpose of this authority is as follows:

To provide grants for weatherization services under a comprehensive low income energy assistance program.

**PROJECT DESCRIPTION:**

Through the Illinois Home Weatherization Assistance Program ("IHWAP"), Grantor will assist low-income residents conserve fuel and defray rising costs of energy. Grantee will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

Funds will be allocated to the Grantee to administer the IHWAP on a local level, completing weatherization of homes and providing IHWAP-related services for low-income families in Illinois. Grantee must comply with all IHWAP requirements, policies and procedures as set forth by Grantor and the U.S. Department of Health and Human Services ("HHS") including, but not limited to, IHWAP program manuals, procedure and technical assistance memoranda, other written directives such as monitoring field visit letters, and any other related guidance.

**Program Objective**

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the Grant Funds to the Grantee in accordance with the Budget and the Energy Assistance Act (305 ILCS 20/1 *et seq.*), the Illinois Administrative Rules (47 Ill Admin. Code Part 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 *et seq.*), the corresponding Weatherization requirements included in the LIHEAP State Plan approved by HHS and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Grantee will complete the following tasks, including but not limited to:

1. Conducting outreach to recruit eligible clients;
2. Reviewing and completing applications;
3. Performing home assessments;
4. Hiring contractors to perform health and safety & energy conservation measures;
5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
6. Completing all billing/reporting paperwork.

EXHIBIT C

CONTACT INFORMATION

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Kristin A. Richards  
Title: Director  
Address: 1011 S. 2<sup>nd</sup> St.  
Springfield, IL 62704

**GRANTEE CONTACT**

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Megan Maletich  
Title: Grant Manager  
Address: 1011 S. 2<sup>nd</sup> St.  
Springfield, IL 62704  
Phone: 217-557-8975  
TTY#: (800) 785-6055  
Email: megan.e.maletich@illinois.gov  
Address:

**GRANTEE CONTACT**

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978  
Phone: 630-407-6457  
TTY#: N/A  
Email: Mary.Keating@dupageco.org  
Address:

**GRANTEE DESIGNEES**

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: Taylor Sagle  
Email: [taylor.sagle@illinois.gov](mailto:taylor.sagle@illinois.gov)  
Phone: 217-785-6437  
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE  
1011 S 2ND ST  
SPRINGFIELD IL 62704-3004

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

Grantee's performance for this Award will be measured based on the requirements that Grantor will review periodically during the Award Term, including, but not limited to the following:

- Production Status versus Production Plan: How many projects are completed compared to the Grantee's production plan? (WeatherWorks Tracker)
- Completed Units
- Work Order Printed Units
- Approved Status Units
- Percentage of Grant Funds expended

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting the performance measures listed in Exhibit D. If the Grantee fails to meet any of the performance measures, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased, and/or the Grantee may be responsible for the return of Grant Funds in the amount specified by the Grantor. The Grantor may initiate an Agreement modification(s) to de-obligate Grant Funds based on non-performance.



**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

No Specific Conditions.

## PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

### ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

### ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

### ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

### ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
  - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
  - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

#### **ARTICLE XXIX**

#### **ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS**

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

### ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.



**ARTICLE XXXIV  
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV  
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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### PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

#### ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

#### January 2026

- Annual Annual Financial Report (01/30/2026) - Covering Period of 06/01/2025 - 12/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2026) - Covering Period of 06/01/2025 - 12/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### October 2026

- Annual Annual Financial Report (10/30/2026) - Covering Period of 01/01/2026 - 09/30/2026; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (10/30/2026) - Covering Period of 01/01/2026 - 09/30/2026; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### November 2026

- End of grant Closeout Financial Report and Reconciliation (11/14/2026) - Covering Period of 06/01/2025 - 09/30/2026; Send To: Grant Manager
  - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (11/14/2026) - Covering Period of 06/01/2025 - 09/30/2026; Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the

Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII  
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2024 Illinois Home Weatherization Assistance Program ("IHWAP"). Failure of the Grantee to comply with the terms and conditions of the 2024 IHWAP Grant Agreement may result in termination of this Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the U.S. Department of Energy ("DOE") Weatherization Assistance Program for Low-Income Persons Statute (42 U.S.C. § 6861 *et seq.*), the DOE Weatherization Assistance for Low-Income Persons federal regulations (10 CFR Part 440), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), Urban Weatherization Initiative Act (30 ILCS 738), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds, respectively.

(a) Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

(b) Grantee shall receive reimbursement for Allowable Costs under the Program Support cost category at a ratio of 35% of the Allowable Costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for Allowable Costs as set forth, herein at an increased ratio of 45%.

37.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 13.1, 14.1 and 40.3, herein, as applicable, Grantee must provide the following reports to Grantor:

- (a) A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
- (b) Programmatic reports as required by Grantor; and
- (c) Any additional reports requested from Grantee by the Grantor.

37.5. Method of Compensation.

(a) In addition to the payment methods described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

(b) Costs allocated to this Award must conform to the cost principles at 2 CFR 200. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XV, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. Grantee also is required to provide reasonable access to its facilities, office space, resources and assistance for Grantor to conduct site visits to review project accomplishments and management control systems and to provide technical assistance, if required. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including but not limited to, federally owned and exempt property, equipment, and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$10,000** or more without Grantor's prior written approval.

(b) In addition to Article XXII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–75.316, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 75.314, Non-Expendable Personal Property includes such property acquired under this Agreement and such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313 and paragraph 22.4, herein. Grantee must not sell, abandon, or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.313–200.314, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes

of IHWAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8 Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 2 CFR 200.332; OCA Procurement Manual at 23-24.

37.9 Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the federal awarding agency or Grantor when they are specifically related to a federal award.

(b) Grantee must retain receipts on file as source documentation in accordance with Article VII, herein for travel expenses of its employees. Information on the federal domestic travel and per diem rates can be found at [www.gsa.gov](http://www.gsa.gov) and 41 CFR Subtitle F, Chapters 300-304. Grantee's policy cannot exceed the federal travel and per diem rates. However, if Grantee is required to exceed the federal travel rate due to circumstances beyond Grantee's control for the purpose of travel related to this Agreement, Grantee must seek an exception in writing from Grantor to exceed the federal rate.

37.10 Publication, Reproduction and Use of Material. In addition to Article XXIII, herein no material produced in whole or in part under this Award shall be subject to copyright in the United States or in any other country. Grantor shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

37.11 Debarment. In addition to Grantee's certification in paragraph 8.1(k) and the representations and warranties in paragraph 32.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 8.1(k) and 32.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12 Bond and Depository Insurance Requirements.

(a) Pursuant to 2 CFR 200.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of

**\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

37.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds provided under this Agreement for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility, or other real property.

37.14. Additional Budget Modification Provisions.

(a) Grantee expressly understands and agrees that the total amount of Grant Funds available under this Award is contingent upon the Grantee's ability to spend the Grant Funds in accordance with the Budget, as submitted by Grantee and approved by Grantor, and incorporated herein as an attachment (the "Budget").

(b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308, subject to the following:

- **Program Support Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits (Materials/Labor and Health and Safety):** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor and Health and Safety sub-line items in the Client Benefits cost category. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- **Administrative Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Direct Administration cost category of the Budget under this Award. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget under this Award.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed herein are measurably changed.

37.15. Fraud, Waste, Abuse or Misconduct.

(a) Grantee Reporting. Grantee shall report to the Grantor's program staff or the Grantor's Ethics Officer any suspected fraud, waste, abuse, or misconduct associated with any IHWAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including, but not limited to, Grantee staff, Grantee subrecipients, Grantee subcontractors, Grantor employees or Grantor subrecipients. Grantee shall make this report as soon as practical after first suspecting fraud, waste, abuse, or misconduct. In addition to reporting suspected fraud, waste, abuse or misconduct to the Grantor, Grantee may report the suspected behavior to any other relevant governmental entity, including, but not limited to, the Office of the Executive Inspector General for the Agencies of the Illinois Governor and the Illinois Attorney General. Grantee shall cooperate with all investigations of suspected fraud, waste, abuse, or misconduct reported pursuant to this paragraph. Grantee also shall require its subrecipients affiliated with this Agreement to follow the requirements to report suspected fraud, waste, abuse, or misconduct as set forth in this paragraph. Nothing in this paragraph precludes the Grantee or its subrecipients from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

(b) Definitions.

(i) "Fraud" is generally defined as knowingly obtaining or attempting to obtain a benefit from or control over property of another person or entity by means of deception intended to benefit the deceiver or create a loss or potential liability to the other party.

(ii) "Abuse" is any activity that may not necessarily be fraudulent but is a misuse of resources through means which are inappropriate, outside acceptable standards of conduct or programmatically or economically unnecessary.

(iii) "Waste" is conduct that is not necessarily intentionally inappropriate but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.

(c) Grantee Training. Grantee shall adhere to all required training and policies of Grantor's Office of Community Assistance regarding fraud, waste, abuse, and misconduct, including, but not limited to, ensuring that all of Grantee's employees and volunteers, and the employees and volunteers of Grantee's subrecipients, participate in annual training and certify participation in such annual training.

(d) Grantor Remedies. Grantor reserves the right to suspend Grantee's use of funds, terminate this Agreement, require the use of different Grantee staff, or take any other action permitted by law if the Grantor receives evidence of fraud, waste, abuse or misconduct by the Grantee, Grantee's staff or Grantee's subrecipients or subcontractors or their staff related to this Award or any other State or federal award.

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty-five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may



request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

## Attachment A. Budget

**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2025
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		CSFA Number:	
CSFA Description:			

Section A: State of Illinois Funds	<u>Summary</u>	<u>Detail</u>
<b><u>Revenues</u></b>		
State of Illinois Grant Amount Requested	\$974,465.00	
<b><u>Budget Expenditure Categories</u></b>		
1. Personnel (200.430)	\$218,917.00	
0101 PERSONNEL SALARIES AND WAGES		\$174,899.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$44,018.00
2. Fringe Benefits (200.431)	\$61,988.00	
0102 FRINGE BENEFITS		\$49,311.00
0302 ADMIN-FRINGE BENEFITS		\$12,677.00
3. Travel (200.474)	\$45.00	
0103 TRAVEL		\$45.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$327.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$327.00
6. Contractual/Subawards (200.318 and .92)	\$370.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$370.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$1,362.00	
0111 TELECOMMUNICATIONS		\$1,362.00
12. Training and Education (200.472)	\$39,978.00	
0312 ADMIN-TRAINING AND EDUCATION		\$231.00
0402 TRAINING & TECH ASSIST		\$39,747.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$2,404.00	
0114 MISCELLANEOUS		\$1,232.00
0314 ADMIN-MISCELLANEOUS COSTS		\$1,172.00
15. Grant Exclusive Line Item(s)	\$649,074.00	
0201 MATERIAL AND LABOR		\$551,713.00
0202 HEALTH AND SAFETY		\$97,361.00
16. Total Direct Costs (add lines 1-15)	\$974,465.00	\$974,465.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text" value="0"/> %		
Base: <input style="width: 150px;" type="text" value="N/A"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$974,465.00	\$974,465.00

Grantee:

NOFO Number:

Grant Number:

### SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

**Select ONLY One:**

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
  - ☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate:  %

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered By NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).**

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



## Finance Resolution

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

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**File #:** FI-R-0095-25

**Agenda Date:** 6/3/2025

**Agenda #:** 10.C.

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ACCEPTANCE AND APPROPRIATION OF THE  
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT PY26  
INTER-GOVERNMENTAL AGREEMENT NO. 26-251028  
COMPANY 5000 - ACCOUNTING UNIT 1490  
\$568,959

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$568,959 (FIVE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 26-251028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2025 through September 30, 2026; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 26-251028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$568,959 ((FIVE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program State Grant PY26, Company 5000 - Accounting Unit 1490, for period June 1, 2025 through September 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved on this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

# ATTACHMENT I

## ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT PY26 INTER-GOVERNMENTAL AGREEMENT NO. 26-251028 COMPANY 5000 – ACCOUNTING UNIT 1490 \$568,959

### REVENUE

41400-0006 - State Operating Grant - IDCEO \$ 568,959

TOTAL ANTICIPATED REVENUE \$ 568,959

### EXPENDITURES

#### PERSONNEL

50000-0000 - Regular Salaries \$ 138,746  
51010-0000 - Employer Share I.M.R.F. 12,362  
51030-0000 - Employer Share Social Security 10,614  
51040-0000 - Employee Med & Hosp Insurance 16,350

TOTAL PERSONNEL \$ 178,072

#### COMMODITIES

52200-0000 - Operating Supplies & Materials 195  
52260-0000 - Fuel & Lubricants \$ 27

TOTAL COMMODITIES \$ 222

#### CONTRACTUAL

53090-0000 - Other Professional Services \$ 387,735  
53100-0000 - Auto Liability Insurance 575  
53260-0000 - Wireless Communication Svc 813  
53370-0000 - Repair & Mtce Other Equipment 119  
53380-0000 - Repair & Mtce Auto Equipment 43  
53600-0000 - Dues & Memberships 824  
53610-0000 - Instruction & Schooling 180  
53800-0001 - Copier Usage 40  
53804-0000 - Postage & Postal Charges 48

TOTAL CONTRACTUAL \$ 390,377

#### CAPITAL

54100-0700 - IT Equipment - Capital Lease \$ 288

TOTAL CAPITAL \$ 288

TOTAL ADDITIONAL APPROPRIATION \$ 568,959





**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
DuPage County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupageco.org

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Third Grantor Approver

## PART ONE – THE UNIFORM TERMS

### ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

## **ARTICLE II AWARD INFORMATION**

2.1. Term. This Agreement is effective on **06/01/2025** and expires on **09/30/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$568,959.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

**Reimbursement**

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. If applicable, the State Award Identification Number (SAIN) is 87-57404.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and **W7KRN7E54898** is Grantee's correct UEL; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: **366006551** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Pharmacy-Non Corporate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt
<input type="checkbox"/> Corporation (includes Not For Profit)	<input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> Medical Corporation	
<input checked="" type="checkbox"/> Governmental Unit	<input type="checkbox"/> P = partnership
<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.



(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

## ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## **ARTICLE VII ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

#### 12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

#### 12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### **13.1. Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;



(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## **ARTICLE XV NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## **ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

#### ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

#### ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

## **ARTICLE XX INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

## **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

**21.2. Indemnification and Liability.**

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII  
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to statutes cited in the Program Objective below.

The purpose of this authority is as follows:

To provide grants for client services under a comprehensive low income energy assistance program which incorporates assistance in regards to utility services(LIHEAP), and energy conservation measures via weatherization, in an effort to ensure citizens have access to affordable energy services.

**PROJECT DESCRIPTION:**

Through the Illinois Home Weatherization Assistance Program ("IHWAP"), Grantor will assist low-income residents conserve fuel and defray rising costs of energy. Grantee (as defined below) will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

Funds will be allocated to the Grantee to administer the IHWAP on a local level, completing weatherization of homes and providing IHWAP-related services for low-income families in Illinois. Grantee must comply with all IHWAP requirements, policies and procedures as set forth by Grantor including, but not limited to, IHWAP program manuals, procedure and technical assistance memoranda, other written directives such as monitoring field visit letters, and any other related guidance.

**Program Objective**

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy as prescribed in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A), and Grantor shall distribute/pay Grant Funds to the Grantee in compliance with the Budget. The Grantee agrees to perform the activities as outlined in Exhibits A and B, herein in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), the Illinois Administrative Rules (47 Ill Admin. Code Part 100) and the Weatherization Assistance Program for Low-Income Persons (42 U.S.C. § 6861 *et seq.*).

This Agreement is issued contingent upon the Grantee's successful completion of the 2024 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2024 IHWAP grant agreement may result in termination of this Agreement.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Grantee will complete the tasks required by the IHWAP, including but not limited to:

1. Conducting outreach to recruit eligible clients;
2. Reviewing and completing applications;
3. Performing home assessments;
4. Hiring contractors to perform health and safety & energy conservation measures;
5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
6. Completing all billing/reporting paperwork.



**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Kristin A. Richards  
Title: Director  
Address: 1011 S. 2<sup>nd</sup> St.  
Springfield, IL 62704

**GRANTEE CONTACT**

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Megan Maletich  
Title: Grant Manager  
Address: 1011 S. 2<sup>nd</sup> St.  
Springfield, IL 62704  
Phone: 217-557-8975  
TTY#: (800) 785-6055  
Email: megan.e.maletich@illinois.gov  
Address:

**GRANTEE CONTACT**

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978  
Phone: 630-407-6457  
TTY#: N/A  
Email: Mary.Keating@dupageco.org  
Address:

**GRANTEE DESIGNEES**

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: Taylor Sagle  
Email: [taylor.sagle@illinois.gov](mailto:taylor.sagle@illinois.gov)  
Phone: 217-785-6437  
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE  
1011 S 2ND ST  
SPRINGFIELD IL 62704-3004

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

Grantee's performance for this Award will be measured based on the requirements that Grantor will review periodically during the Award Term, including, but not limited to the following:

- Production Status versus Production Plan: How many projects are completed compared to the Grantee's production plan? (WeatherWorks Tracker)
- Completed Units
- Work Order Printed Units
- Approved Status Units
- Percentage of Grant Funds expended

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting the performance measures listed in Exhibit E. If the Grantee fails to meet any of the performance measures, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased, and/or the Grantee may be responsible for the return of Grant Funds in the amount specified by the Grantor. The Grantor may initiate an Agreement modification(s) to de-obligate Grant Funds based on non-performance.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

No Specific Conditions.

## PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

### ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

### ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

### ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

### ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
  - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
  - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

#### **ARTICLE XXIX**

#### **ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS**

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

### ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.



**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV  
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV  
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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### PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

#### ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

#### January 2026

- Annual Annual Financial Report (01/30/2026) - Covering Period of 06/01/2025 - 12/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2026) - Covering Period of 06/01/2025 - 12/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### October 2026

- Annual Annual Financial Report (10/30/2026) - Covering Period of 01/01/2026 - 09/30/2026; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (10/30/2026) - Covering Period of 01/01/2026 - 09/30/2026; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### November 2026

- End of grant Closeout Financial Report and Reconciliation (11/14/2026) - Covering Period of 06/01/2025 - 09/30/2026; Send To: Grant Manager
  - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (11/14/2026) - Covering Period of 06/01/2025 - 09/30/2026; Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the

Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII  
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2024 Illinois Home Weatherization Assistance Program ("IHWAP"). Failure of the Grantee to comply with the terms and conditions of the 2024 IHWAP Grant Agreement may result in termination of this Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), Urban Weatherization Initiative Act (30 ILCS 738), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds, respectively.

(a) Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

(b) Grantee shall receive reimbursement for Allowable Costs under the Program Support cost category at a ratio of 35% of the Allowable Costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for Allowable Costs as set forth, herein at an increased ratio of 45%.

37.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 13.1, 14.1 and 40.3, herein, as applicable, Grantee must provide the following reports to Grantor:

- (a) A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
- (b) Programmatic reports as required by Grantor; and
- (c) Any additional reports requested from Grantee by the Grantor.

37.5. Method of Compensation.

(a) In addition to the payment methods described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

(b) Costs allocated to this Award must conform to the cost principles at 2 CFR 200. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XV, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. Grantee also is required to provide reasonable access to its facilities, office space, resources and assistance for Grantor to conduct site visits to review project accomplishments and management control systems and to provide technical assistance, if required. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including but not limited to, federally owned and exempt property, equipment, and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$10,000** or more without Grantor's prior written approval.

(b) In addition to Article XXII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–75.316, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 75.314, Non-Expendable Personal Property includes such property acquired under this Agreement and such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313 and paragraph 22.4, herein. Grantee must not sell, abandon, or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.313–200.314, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of IHWAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.



(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8 Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 2 CFR 200.332; OCA Procurement Manual at 23-24.

37.9 Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the federal awarding agency or Grantor when they are specifically related to a federal award.

(b) Grantee must retain receipts on file as source documentation in accordance with Article VII, herein for travel expenses of its employees. Information on the federal domestic travel and per diem rates can be found at [www.gsa.gov](http://www.gsa.gov) and 41 CFR Subtitle F, Chapters 300-304. Grantee's policy cannot exceed the federal travel and per diem rates. However, if Grantee is required to exceed the federal travel rate due to circumstances beyond Grantee's control for the purpose of travel related to this Agreement, Grantee must seek an exception in writing from Grantor to exceed the federal rate.

37.10 Publication, Reproduction and Use of Material. In addition to Article XXIII, herein no material produced in whole or in part under this Award shall be subject to copyright in the United States or in any other country. Grantor shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

37.11 Debarment. In addition to Grantee's certification in paragraph 8.1(k) and the representations and warranties in paragraph 32.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 8.1(k) and 32.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12 Bond and Depository Insurance Requirements.

(a) Pursuant to 2 CFR 200.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of **\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

37.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds provided under this Agreement for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility, or other real property.

37.14. Additional Budget Modification Provisions.

(a) Grantee expressly understands and agrees that the total amount of Grant Funds available under this Award is contingent upon the Grantee's ability to spend the Grant Funds in accordance with the Budget, as submitted by Grantee and approved by Grantor, and incorporated herein as an attachment (the "Budget").

(b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308, subject to the following:

- **Program Support Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits (Materials/Labor and Health and Safety):** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor and Health and Safety sub-line items in the Client Benefits cost category. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- **Administrative Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Direct Administration cost category of the Budget under this Award. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget under this Award.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed herein are measurably changed.

37.15. Fraud, Waste, Abuse or Misconduct.

(a) Grantee Reporting. Grantee shall report to the Grantor's program staff or the Grantor's Ethics Officer any suspected fraud, waste, abuse, or misconduct associated with any IHWAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including, but not limited to, Grantee staff, Grantee subrecipients, Grantee subcontractors, Grantor employees or Grantor subrecipients. Grantee shall make this report as soon as practical after first suspecting fraud, waste, abuse, or misconduct. In addition to reporting suspected fraud, waste, abuse or misconduct to the Grantor, Grantee may report the suspected behavior to any other relevant governmental entity, including, but not limited to, the Office of the Executive Inspector General for the Agencies of the Illinois Governor and the Illinois Attorney General. Grantee shall cooperate with all investigations of suspected fraud, waste, abuse, or misconduct reported pursuant to this paragraph. Grantee also shall require its subrecipients affiliated with this Agreement to follow the requirements to report suspected fraud, waste, abuse, or misconduct as set forth in this paragraph. Nothing in this paragraph precludes the Grantee or its subrecipients from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

(b) Definitions.

(i) "Fraud" is generally defined as knowingly obtaining or attempting to obtain a benefit from or control over property of another person or entity by means of deception intended to benefit the deceiver or create a loss or potential liability to the other party.

(ii) "Abuse" is any activity that may not necessarily be fraudulent but is a misuse of resources through means which are inappropriate, outside acceptable standards of conduct or programmatically or economically unnecessary.

(iii) "Waste" is conduct that is not necessarily intentionally inappropriate but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.

(c) Grantee Training. Grantee shall adhere to all required training and policies of Grantor's Office of Community Assistance regarding fraud, waste, abuse, and misconduct, including, but not limited to, ensuring that all of Grantee's employees and volunteers, and the employees and volunteers of Grantee's subrecipients, participate in annual training and certify participation in such annual training.

(d) Grantor Remedies. Grantor reserves the right to suspend Grantee's use of funds, terminate this Agreement, require the use of different Grantee staff, or take any other action permitted by law if the Grantor receives evidence of fraud, waste, abuse or misconduct by the Grantee, Grantee's staff or Grantee's subrecipients or subcontractors or their staff related to this Award or any other State or federal award.

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty-five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may

request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

## Attachment A. Budget

**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2025
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	26-251028
CSFA Description:			

**Section A: State of Illinois Funds**

	<u>Summary</u>	<u>Detail</u>
<b>Revenues</b>		
State of Illinois Grant Amount Requested	\$568,959.00	
<b>Budget Expenditure Categories</b>		
1. Personnel (200.430)	\$138,746.00	
0101 PERSONNEL SALARIES AND WAGES		\$104,478.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$34,268.00
2. Fringe Benefits (200.431)	\$39,326.00	
0102 FRINGE BENEFITS		\$29,457.00
0302 ADMIN-FRINGE BENEFITS		\$9,869.00
3. Travel (200.474)	\$27.00	
0103 TRAVEL		\$27.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$195.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$195.00
6. Contractual/Subawards (200.318 and .92)	\$288.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$288.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$813.00	
0111 TELECOMMUNICATIONS		\$813.00
12. Training and Education (200.472)	\$180.00	
0312 ADMIN-TRAINING AND EDUCATION		\$180.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$1,649.00	
0114 MISCELLANEOUS		\$737.00
0314 ADMIN-MISCELLANEOUS COSTS		\$912.00
15. Grant Exclusive Line Item(s)	\$387,735.00	
0201 MATERIALS AND LABOR		\$329,575.00
0202 HEALTH AND SAFETY		\$58,160.00
16. Total Direct Costs (add lines 1-15)	\$568,959.00	\$568,959.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text" value="0"/> %		
Base: <input style="width: 150px;" type="text" value="N/A"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$568,959.00	\$568,959.00

Grantee:

NOFO Number:

Grant Number:

### SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual
- b. basis; Elect to use the de minimis rate of 15% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards;
- c. or Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

**Select ONLY One:**

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:  

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or  
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate:  %

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered By NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).**

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.





## Finance Resolution

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

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**File #:** FI-R-0096-25

**Agenda Date:** 6/3/2025

**Agenda #:** 10.D.

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ACCEPTANCE AND APPROPRIATION OF THE  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT PY26  
INTER-GOVERNMENTAL AGREEMENT NO. 26-254028  
COMPANY 5000 - ACCOUNTING UNIT 1495  
\$3,422,595

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$3,422,595 (THREE MILLION FOUR HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 26-254028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2025, through August 31, 2026; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 26-254028 (ATTACHMENT II) between DuPage County and the Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$3,422,595 (THREE MILLION FOUR HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program State Grant PY26, Company 5000 - Accounting Unit 1495, for the period June 1, 2025, through August 31, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved on this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
DuPage County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupageco.org

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Third Grantor Approver

## PART ONE – THE UNIFORM TERMS

### ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

## **ARTICLE II AWARD INFORMATION**

2.1. Term. This Agreement is effective on **06/01/2025** and expires on **08/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$3,422,595.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090 and the CSFA Name is Low-Income Home Energy Assistance. If applicable, the State Award Identification Number (SAIN) is 90-57372.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **W7KRN7E54898** is Grantee's correct UEL; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006551** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Pharmacy-Non Corporate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt
<input type="checkbox"/> Corporation (includes Not For Profit)	<input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> Medical Corporation	<input type="checkbox"/> P = partnership
<input checked="" type="checkbox"/> Governmental Unit	<input type="checkbox"/> C = corporation
<input type="checkbox"/> Estate or Trust	

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).



(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

## ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## **ARTICLE VII ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If



Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### **13.1. Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## **ARTICLE XV NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## **ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

#### ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

#### ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

## **ARTICLE XX INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

## **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

**21.2. Indemnification and Liability.**

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII  
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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## EXHIBIT A

### PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to statutes cited in the Program Objective below.

The purpose of this authority is as follows:

To provide grants for client services under a comprehensive low income energy assistance program which incorporates assistance in regards to utility services(LIHEAP), and energy conservation measures via weatherization, in an effort to ensure citizens have access to affordable energy services

### PROJECT DESCRIPTION:

Through the Low Income Home Energy Assistance Program ("LIHEAP"), Grantee shall assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements.

Grant Funds will be allocated to Local Administering Agencies (individually, each a "Grantee") to administer the LIHEAP on a local level, assisting low income residents in Illinois with energy and heating bills and providing other LIHEAP-related services. Grantee must comply with all LIHEAP regulations, requirements, policies and procedures set forth by federal and state laws and by Grantor including, but not limited to, the Grantor Office of Community Assistance ("OCA") program manual(s), technical assistance memoranda, written directives, training, and any other guidance or instructions in connection with the LIHEAP.

#### Program Objective

Grantee must use Grant Funds provided under this Agreement for the LIHEAP to develop and implement a program to assist low income, Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by the Grantor to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Subpart H of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981, the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Illinois Administrative Rules (47 Ill. Admin. Code Part 100), and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor. The Grantee further agrees that this Agreement is subject to such modifications which the Grantor determines may be required by federal or state laws, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to, paragraphs 5.2 and 6.2.

## EXHIBIT B

### DELIVERABLES OR MILESTONES

Grantee shall perform the following tasks, including but not limited to:

- Grantee shall make payments under this Award with respect to households with income, which does not exceed a level determined and communicated by Grantor.
- Grantee shall place top priority on outreach efforts to the elderly and disabled populations, but must not discriminate against any other population groups. Grantee must conduct outreach activities designed to ensure that eligible households are made aware of the assistance available under this Award, and any similar energy-related assistance available under the federal and state statutes and rules referenced in Exhibit A, herein, including Subpart H of the Department of Health and Human Services Energy Assistance Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981 (the "Act"), the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), and the Illinois Administrative Rules (47 Ill. Admin. Code Part 100).
- Grantee shall coordinate activities under this Award with similar and related programs administered by the federal government and the State of Illinois, particularly low income energy-related programs relating to Community Services Block Grant Program, the Supplemental Security Income Program under Part A of Title IV of the Social Security Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)) before the date of the enactment of the Act.
- Grantee shall provide, in a manner consistent with the efficient and timely payment of benefits, the highest level of assistance to those households which have the lowest incomes and the highest energy costs in relation to income, also taking into account the number of members in the household.
- Grantee shall establish procedures to notify each participating household of the amount of assistance paid on its behalf. Grantee shall assure that no payment is made to a home energy supplier unless the Grantee or the Grantor has a separate written agreement outlining the terms for the supplier's acceptance of such payment.
- Grantee shall provide assurances that owners and renters will be treated equitably under the LIHEAP.
- Grantee shall permit and cooperate with federal investigations undertaken in accordance with Section 8627 of the Low Income Home Energy Assistance Act of 1981 (42 USC § 8627).
- Grantee shall provide beneficiary applicant an opportunity to participate in a fair hearing and appeal process if the individual's claims for assistance under the LIHEAP State Plan is denied or not acted upon with reasonable promptness (47 Ill. Admin. Code 100.90).
- Grantee shall provide to Grantor an implementation plan, which shall include a detailed description of Grantee's intake/outreach processing and approval systems. If an appointment system is used, then it too should be described in detail in the implementation plan. Grantee shall maintain its detailed description of the intake/outreach processing and approval systems on file for the Grantor's review.
- Grantee shall respond in writing to all written technical assistance recommendations by the Grantor. The Grantee must submit all required reports to the Grantor, in the prescribed manner, by the required date of submission. A list of all required reports is outlined in the Grantor OCA program manual(s).

- Grantee shall perform any and all other tasks, as requested by Grantor and in furtherance of the LIHEAP requirements.

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Kristin A. Richards  
Title: Director  
Address: 1011 S. 2<sup>nd</sup> St.  
Springfield, IL 62704

**GRANTEE CONTACT**

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Megan Maletich  
Title: Grant Manager  
Address: 1011 S. 2<sup>nd</sup> St.  
Springfield, IL 62704  
Phone: 217-557-8975  
TTY#: (800) 785-6055  
Email: megan.e.maletich@illinois.gov  
Address:

**GRANTEE CONTACT**

Name: Mary A Keating  
Title: Executive Director  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978  
Phone: 630-407-6457  
TTY#: N/A  
Email: Mary.Keating@dupageco.org  
Address:

**GRANTEE DESIGNEES**

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: Taylor Sagle  
Email: [taylor.sagle@illinois.gov](mailto:taylor.sagle@illinois.gov)  
Phone: 217-785-6437  
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE  
1011 S 2ND ST  
SPRINGFIELD IL 62704-3004

## EXHIBIT D

### PERFORMANCE MEASURES AND STANDARDS

Grantee's performance for this Award will be measured based on the LIHEAP and/or PIPP requirements, as applicable, that Grantor will review periodically during the Award Term, including, but not limited to the following:

1. Application Status Report (LH004):
  - Are GFE/CPR applications being processed (approved or denied) timely?
  - Are the applications in LAA Approved/Verified status that indicate the electronic communications stalled and the LAA needs to intervene?
  - Are there any LOF (Lack of Funds) applications the LAA should research and resolve?
  - Are there applications that have exceeded the 30-day timeframe to reach approved or denied for LIHEAP benefit status?
  - Are there crisis assistance applications that aren't processed within the 18/24 hour federally mandated timeframe?
  - Are there rejected applications that require LAA follow-up?
2. 90 Days Closeout Report (LH022): Applications on this report are past 30 days from the application date and therefore, out of compliance, and could be in jeopardy of being automatically denied by the LIHEAP database as "Application Lapsed."
3. Audit Invoices and Register Report (LH429): Does the LAA have unpaid registers that are more than 45 days from the Register Accepted date?
4. PIPP Finance Reports: These reports will be used to determine the timeliness of processing applications and paying vendors.

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting the performance measures listed in Exhibit E. If the Grantee fails to meet any of the performance measures, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased, and/or the Grantee may be responsible for the return of Grant Funds in the amount specified by the Grantor. The Grantor may initiate an Agreement modification(s) to de-obligate Grant Funds based on non-performance.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

No Specific Conditions.

## PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

### ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

### ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

### ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

### ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services



Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
  - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
  - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

#### **ARTICLE XXIX**

#### **ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS**

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

### ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV  
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV  
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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### PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

#### ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

#### January 2026

- Annual Annual Financial Report (01/30/2026) - Covering Period of 06/01/2025 - 12/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2026) - Covering Period of 06/01/2025 - 12/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### September 2026

- Annual Annual Financial Report (09/30/2026) - Covering Period of 01/01/2026 - 08/31/2026; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (09/30/2026) - Covering Period of 01/01/2026 - 08/31/2026; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### October 2026

- End of grant Closeout Financial Report and Reconciliation (10/15/2026) - Covering Period of 06/01/2025 - 08/31/2026; Send To: Grant Manager
  - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (10/15/2026) - Covering Period of 06/01/2025 - 08/31/2026; Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the

Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII**  
**GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2025 Low-Income Home Energy Assistance Program ("LIHEAP"). Failure of the Grantee to comply with the terms and conditions of the 2026 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services ("HHS") awards at 45 CFR Part 75, which implement the language in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt, all references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must also comply with the Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. §§ 8621-8630), the federal LIHEAP block grant rules (45 CFR Part 96), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20), the Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all related Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by HHS may be found at 2 CFR Part 300.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the general Administrative, Client Assistance (solely for outreach purposes under HHS' Assurance 16 as required by law), and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for general Administrative, Client Assistance (solely for outreach purposes under Assurance 16), and Program Support, respectively.

37.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 10.1, 11.1 and 36.3, herein, as applicable, the Grantee must provide the following additional reports to Grantor:

- (a) For each Award, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
- (b) Programmatic reports as required by Grantor; and
- (c) Any additional reports requested from Grantee by the Grantor.

37.5. Method of Compensation.

(a) In addition to the payment requirements described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the

dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

(b) Costs allocated to this Award must conform to the HHS cost principles at 45 CFR Part 75 and as set forth in the Uniform Requirements, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XII, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including, but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$5,000** or more without Grantor's prior written approval.

(b) In addition to Article XVIII, herein the Grantee agrees to comply with the applicable property standards set forth in 45 CFR §§ 75.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized LIHEAP purposes under this Award. Specifically, as set forth under 45 CFR §§ 75.319 – 75.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by the Grantee in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 45 CFR 75.320 and paragraph 18.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

(d) In accordance with 45 CFR §§ 75.320–75.321, Non-expendable Personal Property must be used for LIHEAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of LIHEAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed by Grantee and sent

to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8. Procurement. Grantee shall follow the procurement standards as established in 45 CFR §§ 75.326 – 75.335.

37.9. Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 45 CFR 75.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or Grantor when they are specifically related to the Federal award.

(b) Grantee must retain receipts on file as source documentation in accordance with Article VII, herein for travel expenses of its employees. Information on the federal domestic travel and per diem rates can be found at [www.gsa.gov](http://www.gsa.gov) and 41 CFR Subtitle F, Chapters 300-304. Grantee's policy cannot exceed the federal travel and per diem rates. However, if Grantee is required to exceed the federal travel rate due to circumstances beyond Grantee's control for the purpose of travel related to this Agreement, Grantee must seek an exception in writing from Grantor to exceed the federal rate.

37.10. Publication, Reproduction and Use of Material. In addition to Article XIX, herein no material produced in whole or in part under this Award shall be subject to copyright in the United States or in any other country. Grantor shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

37.11. Debarment. In addition to Grantee's certification in paragraph 3.5(j) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 3.5(j) and 28.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12. Bond and Depository Insurance Requirements.

(a) Pursuant to 45 CFR 75.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of **\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 45 CFR 75.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 45 CFR 75.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

37.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility or other real property.

37.14. Additional Budget Modification Provisions.

(a) Grantee expressly understands and agrees that the total amount of Grant Funds available under this Award is contingent upon the Grantee's ability to spend the Grant Funds in accordance with the Budget, as submitted by Grantee and approved by Grantor, and incorporated herein as an attachment (the "Budget").

(b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 CFR 75.308, subject to the following:

- **Program Support:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Client Benefits budget Line 0201 only. In no event may such transfers in this specific cost category result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Costs:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed herein are measurably changed.

37.15. Fraud, Waste, Abuse or Misconduct.

(a) Grantee Reporting. Grantee shall report to the Grantor's program staff or the Grantor's Ethics Officer any suspected fraud, waste, abuse or misconduct associated with any LIHEAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including, but not limited to, Grantee staff, Grantee subrecipients, Grantee subcontractors, Grantor employees or Grantor subrecipients. Grantee shall make this report as soon as practical after first suspecting fraud, waste, abuse or misconduct. In addition to reporting suspected fraud, waste, abuse or misconduct to the Grantor, Grantee may report the suspected behavior to any other relevant governmental entity, including, but not limited to, the Office of the Executive Inspector General for the Agencies of the Illinois Governor and the Illinois Attorney General. Grantee shall cooperate with all investigations of suspected fraud, waste, abuse or misconduct reported pursuant to this paragraph. Grantee also shall require its subrecipients affiliated with this Agreement to follow the requirements to report suspected fraud, waste, abuse or misconduct as set forth in this paragraph. Nothing in this paragraph precludes the Grantee or its subrecipients from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

(b) Definitions.

(i) "Fraud" is generally defined as knowingly obtaining or attempting to obtain a benefit from or control over property of another person or entity by means of deception intended to benefit the deceiver or create a loss or potential liability to the other party.

(ii) "Abuse" is any activity that may not necessarily be fraudulent but is a misuse of resources through means which are inappropriate, outside acceptable standards of conduct or programmatically or economically unnecessary.

(iii) "Waste" is conduct that is not necessarily intentionally inappropriate but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.

(c) Grantee Training. Grantee shall adhere to all required training and policies of Grantor's Office of Community Assistance regarding fraud, waste, abuse, and misconduct, including, but not limited to, ensuring that all of Grantee's employees and volunteers, and the employees and volunteers of Grantee's subrecipients, participate in annual training and certify participation in such annual training.

(d) Grantor Remedies. Grantor reserves the right to suspend Grantee's use of funds, terminate this Agreement, require the use of different Grantee staff, or take any other action permitted by law if the Grantor receives evidence of fraud, waste, abuse or misconduct by the Grantee, Grantee's staff, or Grantee's subrecipients or subcontractors or their staff related to this Award or any other State or federal award.

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

## Attachment A. Budget

**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2025
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	26-254028
CSFA Description:			

**Section A: State of Illinois Funds**

**Revenues**

State of Illinois Grant Amount Requested \$3,422,595.00

**Budget Expenditure Categories**

	<u>Summary</u>	<u>Detail</u>
1. Personnel (200.430)	\$411,491.00	
0101 PERSONNEL SALARIES AND WAGES		\$203,954.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$207,537.00
2. Fringe Benefits (200.431)	\$123,496.00	
0102 FRINGE BENEFITS		\$61,222.00
0302 ADMIN-FRINGE BENEFITS		\$62,274.00
3. Travel (200.474)	\$1,490.00	
0103 TRAVEL		\$636.00
0303 ADMIN-TRAVEL		\$854.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$3,295.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$2,675.00
0305 ADMIN-SUPPLIES		\$620.00
6. Contractual/Subawards (200.318 and .92)	\$454.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$454.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$621.00	
0111 TELECOMMUNICATIONS		\$308.00
0311 ADMIN-TELECOMMUNICATIONS		\$313.00
12. Training and Education (200.472)	\$574.00	
0312 ADMIN-TRAINING AND EDUCATION		\$574.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$6,195.00	
0114 MISCELLANEOUS		\$5,013.00
0314 ADMIN-MISCELLANEOUS COSTS		\$1,182.00
15. Grant Exclusive Line Item(s)	\$2,874,979.00	
0201 CLIENT BENEFITS		\$2,874,979.00
16. Total Direct Costs (add lines 1-15)	\$3,422,595.00	\$3,422,595.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text" value="0"/> %		
Base: <input style="width: 150px;" type="text" value="N/A"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$3,422,595.00	\$3,422,595.00



Grantee:

NOFO Number:

Grant Number:

## SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

### Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:  

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or  
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate:  %

### Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:

Grantee: 

DuPage County

NOFO Number: 

0

Grant Number: 

26-254028

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).**

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Institution/Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

Attachment B. Exhibit E Continued – No Conditions

# Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organization Unit: Office of Community Assistance
State Award ID Number (SAIN)	90-57372
State Program Description	The Low Income Home Energy Assistance (LIHEAP) funded through the Department of Health and Human Services (HHS), and the Supplemental Low Income Energy Assistance Fund (SLIHEAP) is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements. Up to 15% of the HHS and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Leslie Ann Lesko Phone: 217-552-2206 Email: LeslieAnn.Lesko@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126    UEI: W7KRN7E54898    FEIN: 366006551
Period of Performance	Start Date: 6/1/2025    End Date: 8/31/2026

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
550	420-70-0090	N/A	\$3,422,595.00
TOTAL			\$3,422,595.00
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			

# Illinois Grant Accountability and Transparency Notice of State Award

<b>TERMS AND CONDITIONS</b>	
Grantee Indirect Cost Rate Information	Rate: 0 Base: N/A Period: 6/1/2025-8/31/2026
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)  Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1  Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement.  Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: <a href="https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html">https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html</a>
Program-Specific Term(s)	Information about the LIHEAP Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20) and the Illinois Administrative Rules (47 Ill Adm. Code 100).

**Illinois Grant Accountability and Transparency  
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE****The nature of the additional requirements****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

NO FISCAL &amp; ADMINISTRATIVE CONDITIONS

**The reason why the additional requirements are being imposed****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The nature of the action needed to remove the additional requirement, if applicable****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The time allowed for completing the actions, if applicable****GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The method for requesting reconsideration of the additional requirements imposed****GATA Conditions:**

None

**Agency Explanation:**

Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.

**Illinois Grant Accountability and Transparency  
Notice of State Award**

<b>SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC</b>
<p><b>The nature of the additional requirements</b></p> <p><b>Agency Adjustments / Explanation:</b></p> <p>NO PROGRAMMATIC CONDITIONS</p>
<p><b>The reason why the additional requirements are being imposed</b></p> <p><b>Agency Adjustments / Explanation:</b></p>
<p><b>The nature of the action needed to remove the additional requirement, if applicable</b></p> <p><b>Agency Adjustments / Explanation:</b></p>
<p><b>The time allowed for completing the actions, if applicable</b></p> <p><b>Agency Adjustments / Explanation:</b></p>
<p><b>The method for requesting reconsideration of the additional requirements imposed</b></p> <p><b>Agency Explanation:</b></p> <p>Your assigned OCA LIHEAP Grant Manager will review your PRAQ responses and any associated risks during the next LIHEAP program monitoring visit. No further action required at this time.</p>

# ATTACHMENT I

## ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT PY26 INTER-GOVERNMENTAL AGREEMENT NO. 26-254028 COMPANY 5000 – ACCOUNTING UNIT 1495 \$3,422,595

### REVENUE

41400-0006 - State Operating Grant - IDCEO	\$	<u>3,422,595</u>
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TOTAL ANTICIPATED REVENUE	\$	<u><u>3,422,595</u></u>
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### EXPENDITURES

#### PERSONNEL

50000-0000 - Regular Salaries	\$	399,147
50010-0000 - Overtime		12,344
51010-0000 - Employer Share I.M.R.F.		36,666
51030-0000 - Employer Share Social Security		31,477
51040-0000 - Employee Med & Hosp Insurance		<u>55,353</u>

TOTAL PERSONNEL	\$	534,987
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#### CONTRACTUAL

53260-0000 - Wireless Communication Svc	\$	621
53500-0000 - Mileage Expense		636
53510-0000 - Travel Expense		854
53600-0000 - Dues & Memberships		1,182
53610-0000 - Instruction & Schooling		574
53800-0000 - Printing		2,186
53800-0001 - Copier Usage		20
53804-0000 - Postage & Postal Charges		2,675
53807-0000 - Subscription It Arrangements		3,427
53821-0000 - Energy Grants		2,874,979
53830-0000 - Other Contractual Expenses		<u>280</u>

TOTAL CONTRACTUAL	\$	2,887,434
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#### CAPITAL

54100-0700 - IT Equipment - Capital Lease	\$	<u>174</u>
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TOTAL CAPITAL	\$	<u>174</u>
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TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>3,422,595</u></u>
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## Finance Resolution

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

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**File #:** FI-R-0097-25

**Agenda Date:** 6/3/2025

**Agenda #:** 10.E.

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ACCEPTANCE AND APPROPRIATION OF THE  
TITLE IV-D GRANT SFY 25-27  
INTERGOVERNMENTAL AGREEMENT NO. 2026-55-013-IGA  
COMPANY 5000 - ACCOUNTING UNIT 6570  
\$1,629,842

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Illinois Department of Healthcare and Family Services that grant funds in the amount of \$1,629,842 (ONE MILLION, SIX HUNDRED TWENTY-NINE THOUSAND, EIGHT HUNDRED AND FORTY-TWO AND NO/100 DOLLARS) payable as follows: SFY26-\$798,942 and SFY27-\$830,900 are available to be used for the express purpose of the Title IV-D child support enforcement efforts; and

WHEREAS, to receive said funding, the DuPage County State's Attorney must enter into Intergovernmental Agreement No. 2026-55-013-IGA with the Illinois Department of Healthcare and Family services, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment 1); and

WHEREAS, the term of the Intergovernmental Agreement is from July 1, 2025, through June 30, 2027; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this agreement does not add any additional subsidy from the County; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement No. 2026-55-013-IGA between DuPage County and the Illinois Department of Healthcare and Family Services is hereby accepted; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Illinois Department of Healthcare and Family Services, Child Support Services, Christine Towles, 115 S. LaSalle Street, 18<sup>th</sup> Floor, Chicago, IL 60603.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**State of Illinois**  
**Intergovernmental Agreement**  
between the  
**Illinois Department of Healthcare and Family Services**  
and the  
**DuPage County State's Attorney**  
Agreement No. 2026-55-013-B

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the **Illinois Department of Healthcare and Family Services** (hereinafter referred to as Department), and **DuPage County State's Attorney** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

**WHEREAS**, the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

**WHEREAS**, the Department seeks legal services; and

**WHEREAS**, the Contractor desires to provide these services under the terms and conditions of this Agreement;

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

## **ARTICLE 1 — DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

- 1.1 "Child Support Services" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term "IV-D" refers to the Child Support Services set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term "IV-D matter" is defined and it includes all administrative and judicial proceedings involved in the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to judicial proceedings IV-D matters only unless otherwise specifically provided.
- 1.4 The term "non-IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.2 and 1.3.
- 1.5 The term "TANF" is defined as Temporary Assistance to Needy Families.
- 1.6 The term "KIDS" is defined as the Department's child support enforcement computer system (Key Information Delivery System).
- 1.7 The term "ALN" is defined as the Assistance Listing Number. Child Support Services' ALN Number is 93.563.

## **ARTICLE 2 — TERM AND SCOPE**

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2025, through June 30, 2027, unless the Agreement is otherwise terminated as set forth herein.
- 2.2 **Renewal.** This Agreement is not subject to renewal.
- 2.3 **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 Availability of Appropriations; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. The Department and/or the DuPage County State's Attorney may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department, or sufficient Federal funds have not been made available to the Department by the Federal funding source, (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated or Federal funds may not be available for payment or (iv) sufficient DuPage County funds have not been appropriated to the State's Attorney's Office. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon Contractor's receipt of notice.
- 3.2 Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 Transition Plan.** In the event of a termination, the Contractor, the Department and the Office of the Illinois Attorney General will cooperate to create and implement a plan, including cost, to transition the child support enforcement services.
- 3.8 Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following.
- 3.8.1** Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
  - 3.8.2** Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
  - 3.8.3** Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
  - 3.8.4** Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

## ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES

- 4.1 Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the

address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting Contractor or Contractor's counsel.

- 4.2 Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below, or (v) electronic mail to the e-mail address set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, telephone, telefacsimile number, or e-mail address.

To Contractor: Robert Berlin  
DuPage County States Attorney  
503 N. County Farm Road  
Wheaton, IL 60187  
Telephone: 630-407-8200  
Fax: 630-407-8201  
Email: states.attorney@dupagecounty.gov

To Department: Illinois Department of Healthcare and Family Services  
Child Support Services  
Christine Towles  
115 S LaSalle Street, 18<sup>th</sup> Floor  
Chicago, IL 60603  
Telephone: 630-743-9340  
Email: Christine.Towles@illinois.gov

## **ARTICLE 5— RIGHTS AND RESPONSIBILITIES**

### **5.1 Contractor's Performance of Services and Duties.**

- 5.1.1** Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies and procedures including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided access of such policies, procedures and policy changes.
- 5.1.2** Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.
- 5.1.3** Contractor shall accept for handling all IV-D matters, as defined in Section 5.3 of this Agreement and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
- 5.1.4** Contractor and the Department shall provide initial and ongoing training to newly assigned and existing Contractor staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, Key Information Delivery System (KIDS), or any successor system, statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. As the Department transitions to its new statewide automated child support system, the contractor shall utilize this system to: (1) perform the services and duties as outlined in this IGA; and (2) adapt and modify their work processes and procedures to comply with the new system requirements.
- 5.1.5** Contractor shall maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the Contractor's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) business days prior to their occurrence.

- 5.1.6 Contractor shall submit any reports required by the Department, the format and content of which shall be as specified by the Department after consultation with contractor, and any report required by the Federal Office of Child Support Services.
- 5.1.7 Contractor shall report to the Department, within five (5) business days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- 5.1.8 Contractor and the attorneys it employs shall represent the Department exclusively when handling any case referrals made by the Department under this Agreement. Contractor and the attorneys it employs do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. If Contractor's Office determines that there is an ethical bar to handling a legal action referral (LAR), it shall appoint or ask the court to appoint a Special Assistant State's Attorney for the purpose of representing the Department on said referral. If the State's Attorney in his or her private practice, has previously represented one of the parties in the matter referred to the State's Attorney's Office, the State's Attorney's may forward the referral to the Attorney General's Office for the purpose of representing the Department on said referral.
- 5.1.9 Contractor understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving Title IV-D cases. The contractor shall work with the Department. and the Attorney General's Office to address and prepare cases for appeal where the decisions rendered by judiciary create disparity of treatment afforded to IV-D Client, inconsistent with State Law and State policies and procedures, Federal law and regulations, and case law.
- 5.1.10 Contractor shall prohibit attorneys employed by Contractor's Office in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for Contractor's Office, or the attorney personally, in connection with Contractor's representation of the Department under the terms of this Agreement.

## **5.2 Consultation and Performance Reviews.**

- 5.2.1 Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- 5.2.2 Contractor will be monitored by the Division of Child Support Services. If the Department determines that the Contractor's attempt to comply with one or more provisions of this Agreement is unacceptable, Contractor will develop and submit to the Agreement Manager or the Agreement Manager's designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Within thirty (30) calendar days after receipt of the Department's request for a corrective action plan, Contractor shall provide a written plan to the Department. If a written corrective action plan is not received within the thirty (30) calendar day period, the Department may withhold funding. Contractor agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.
- 5.2.3 The Department may conduct a post-performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information, as set forth in Section 7.4.2.

## **5.3 Contractor's Duties.** The Contractor shall:

- 5.3.1 Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the Contractor, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of DuPage, Illinois.
- 5.3.2 Cause or request summons, alias summons, and petitions, to be prepared and filed with the Circuit Clerk within thirty (30) calendar days after the Contractor's receipt of written notice of location of absent parent by the Department and enter all court dates into KIDS, or any successor system.
- 5.3.3 Record in KIDS, or any successor system, the successful and unsuccessful attempts to serve process within five (5) business days of receiving results of attempts.

- 5.3.4** Within five (5) business days after determining the whereabouts of the absent parent is unknown change status of current address in KIDS, or any successor system, to previous.
- 5.3.5** Within ninety (90) calendar days after receipt of referral by the Department for the establishment of a support order, either
- a.** establish an order for support regardless of whether parentage has been established on cases referred by the Department to the Contractor, or
  - b.** effect service of process necessary to commence proceedings to establish support and, if necessary, parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file).

Contractor will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. Contractor shall follow state presumptive guidelines on parentage cases. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 5.3.6** Complete actions to establish an order for support regardless of whether parentage has been established from the date of service of process within the following time frames:
- a.** 75 percent in six (6) months; and
  - b.** 90 percent in twelve (12) months.
- 5.3.7** Seek medical insurance coverage for each minor child or each special need child. Medical insurance coverage must be addressed in all support orders.
- 5.3.8** Seek entry of orders that provide for immediate income withholding.
- 5.3.9** Unless time limitations are caused by events outside the control of the Contractor, notify the Department at least thirty (30) calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- 5.3.10** Ensure that orders are accurate and complete and submitted to the Clerk of the Circuit Court after the end of each court session.
- 5.3.11** Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home address and employer address. Record any informational additions or changes on the order or data sheet, for data entry into KIDS, or any successor system.
- 5.3.12** Record in KIDS, or any successor system, within five (5) business days after a client fails to cooperate in court or fails to keep a scheduled appointment with a member of the Contractor's Office necessary to proceed with the case and subsequent cooperation with the Contractor in the above. Contractor will ensure all instances of client non-cooperation and cooperation are addressed in the relevant court order.
- 5.3.13** Provide to the Department a copy of all orders, including the Uniform Order of Support, and related data sheets within five (5) business days after the legal action.
- 5.3.14** Provide to the Department information on a client that the Contractor suspects is receiving TANF illegally.
- 5.3.15** Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the Contractor equal to the amount of the reduction of the debt. If the Contractor relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the Contractor agree to entry of an order excluding use of an Offset Program.
- 5.3.16** Not enter into or agree to the settlement of a pending action in an IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.

- 5.3.17 Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Contractor shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Healthcare  
and Family Services  
Office of General Counsel  
401 S. Clinton Street, 6<sup>th</sup> Fl.  
Chicago, Illinois 60607

Illinois Department of Healthcare  
and Family Services  
Child Support Services  
Christine Towles  
115 S LaSalle Street, 18<sup>th</sup> Floor  
Chicago, IL 60603

Office of the Illinois Attorney General  
Public Aid Bureau  
500 S. 2nd Street  
Springfield, Illinois 62706

- 5.3.18 Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.
- 5.3.19 When requested to do so by the Department, file appropriate post hearing motions in the trial court in connection with adverse case decisions.
- 5.3.20 Cause all Payment Patch Change Notices referred by the Department to be filed within 14 days with the Clerk of the Circuit Court and enter the data into KIDS, or any successor system.
- 5.3.21 Record in KIDS, or any successor system, the information required for production of complete and accurate KIDS, or any successor system, generated monthly activity reports as stipulated in the training in the manual provided by the Department for KIDS, or any successor system, data entry.
- 5.3.22 Keep the Department informed of Contractor staff assignments as they relate to this Agreement by notifying the Contract Manager.
- 5.3.23 Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
- 5.3.24 Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.
- 5.3.25 Seek an order for Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 5.3.26 Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the State Disbursement Unit.
- 5.3.27 **Federal Tax Information.** In performance of this agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:
- All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
  - Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
  - All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing, and will be disposed of in a manner that renders the information unreadable or unusable, such as shredding to 5/16-inch-wide or smaller strips. In addition, all related output and products will be given the same level of protection as required for the source material.
  - No work involving returns and return information furnished under this contract will be subcontracted

without prior written approval of the IRS.

- e. The Contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
- f. The Department will have the right to void the contract if the Contractor fails to provide the safeguards described above.

**5.4 Department's Duties.** The Department shall:

- 5.4.1 Refer or cause to be referred to Contractor IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of child support obligations.
- 5.4.2 Inform Contractor of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by Contractor within five (5) business days after receiving said changes and amendments.
- 5.4.3 Provide assistance to Contractor in the preparation of pleadings, including a determination of arrearages owed, as reflected in Department, State Disbursement Unit and court payment records.
- 5.4.4 Review all cases referred to Contractor to ensure that information is both pertinent and accurate and that documents are complete.
- 5.4.5 Make available to Contractor the services of its State Parent Locator Service.
- 5.4.6 Provide access to IV-D case records of the Department for use by Contractor in performing its duties under this Agreement.
- 5.4.7 Inform Contractor, within time periods required by Federal regulations or Department policy, of any change in the status or composition of an IV-D case which would affect handling of the case by Contractor.
- 5.4.8 Monitor on a monthly basis Contractor's performance of and compliance with the duties undertaken in this Agreement.
- 5.4.9 Provide training to Department or Contractor staff on specific issues of mutual concern.
- 5.4.10 Furnish, at the request of Contractor, available assistance, information and documents needed by Contractor in order to verify payments, amount of collections, or reduction of claims.

**5.5 Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:

- 5.5.1 Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
- 5.5.2 Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
- 5.5.3 Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Article XI of the Illinois Public Aid Code and Title 89 Illinois Administrative Code.
- 5.5.4 The Department's Child Support Enforcement Manual.
- 5.5.5 Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
- 5.5.6 Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

## **ARTICLE 6—BILLING AND PAYMENT**

- 6.1 Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is \$1,629,842 as follows: SFY26 - \$798,942; SFY27 - \$830,900. Contractor's budget (Appendix A, Part 1) and Personnel Services Detail (Appendix A, Part 2), as approved by the Department, are set forth in the Appendices and made a part hereof.



- 6.2 Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Invoices shall meet the following requirements:
- 6.2.1** All funds under the terms of this Agreement are to be used for the express purpose of IV-D matters.
  - 6.2.2** All record keeping shall be in accordance with sound accounting standards.
  - 6.2.3** Contractor shall sign and submit to the Department reports of actual IV-D related expenditures fifteen (15) calendar days following the month of such expenditures. Any transfers of funds between budget line items will be specified. The Department will authorize payment to Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:

Illinois Department of Healthcare and Family Services  
Division of Finance  
Expenditure Processing and Reconciliation Unit  
201 South Grand Avenue East  
Springfield, Illinois 62763
  - 6.2.4** Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in Appendix A and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Article 6, only those expenses or portions thereof stated in Appendix A are reimbursable. For non-personnel items, Contractor agrees to provide proofs of payments, in the form of canceled checks, contractor invoices (stating paid in full) or any other proof that payment has been made. Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by Contractor to fulfill the duties of this Agreement.
- 6.3. Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:
- 6.3.1** The Department shall not be liable to pay Contractor for any supplies provided or services performed, or expenses incurred prior to the term of this Agreement.
  - 6.3.2** Reimbursement will be made in the amount expended to date of expenditure report.
  - 6.3.3** All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.
  - 6.3.4** The parties will make final determination of the necessary expenditures Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by Contractor. The Department will reimburse Contractor for any underpayment of such finally determined expenditures and Contractor shall reimburse the Department for any overpayment.
  - 6.3.5** Reimbursements made by the Department pursuant to this article shall constitute full payment owed to Contractor by the Department or the IV-D client under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
  - 6.3.6** Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
  - 6.3.7** All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and

any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.

- 6.3.8** If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.
- 6.3.9** Prior written approval from the Department's Agreement Manager must be secured by Contractor in order to receive reimbursement for the following:
- a.** The cost of new or additional leases or rental agreements for either real or personal property;
  - b.** The cost of any non-expendable personal property exceeding \$100.00 in unit cost and having a life expectancy of more than one year. After receiving said request, the Department shall provide a written response within ten (10) business days for electronic data processing (EDP) equipment requests and three (3) business days for non EDP equipment requests. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- 6.3.10** Contractor shall be responsible for obtaining hardware, software and office equipment maintenance agreements, excluding software purchased by the Department and for purchasing supplies (i.e., paper, toner, ink cartridges, cleaning kits) for all equipment under this or any Agreement between the parties. All purchases made regarding this Article 6.3.10 are reimbursable up to the limit of the entire budget amount found in Appendix A of this Agreement.
- 6.3.11** Each local Contractor's Office will be connected to the HFS KIDS system, or any successor system, via a Department-provided Child Support data circuit installed to the County facility. Contractor will work with the Department's technical staff to establish this connectivity in the most cost-effective manner possible for the taxpayers of Illinois. As technology changes are made by the Department and the State of Illinois that allow more cost-effective connectivity solutions, Contractor will work with the Department's technical staff to allow these solutions to be used for Department-provided connections at Contractor's Office.
- 6.4 Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5 Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.
- 6.6 Travel.** Payment for travel expenses will be made by the Department in accordance with the Department's Employee Travel Regulations.
- 6.7 State Fiscal Year.**
- 6.7.1** Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed, and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 5th of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5th may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
  - 6.7.2** All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.
  - 6.7.3** It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose, nor shall they constitute a breach.
- 6.8 Funding.** Funding shall be a combination of 66% federal funds and 34% state funds.

## ARTICLE 7 — GENERAL TERMS

- 7.1 Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 7.3 Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:
- 7.3.1** The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.
- 7.3.2** Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.
- 7.3.3** Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- 7.4 Audits and Records.**
- 7.4.1 Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement (“Authorized Persons”), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor’s books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.
- 7.4.2 Retention of Records.** Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 75 subpart D, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.
- 7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor’s officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements

at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately. The Department reserves the right to perform, cause to be performed, or be given access to previously performed background checks of Contractor's officers, employees, or agents who have access to FTI and/or access to KIDS, or any successor system, as required and in accordance with IRS Publication 1075 (and any updates thereto).

**7.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

**7.7 Confidentiality.**

**7.7.1 Proprietary Information.** Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

**7.7.2 Confidentiality of Program Recipient Identification.** Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance shall be protected from unauthorized access, use, and disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 42 USC 654(26); 45 CFR 303.21; 305 ILCS 5/11-9, 11-10, and 11-12; and 42 CFR Part 431, Subpart F. Contractor shall establish appropriate safeguards to comply with the provisions of these rules and regulations.

**7.8 Disputes Between Contractor and Other Parties.** Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

**7.9 Fraud and Abuse.** Contractor shall report in writing to the Agency's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Contractor staff, Contractor Subcontractor, Agency employee or Agency contractor. Contractor shall make this report within three days after first suspecting fraud, abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, Contractor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Contractor must report to OIG as described in the first sentence above. Contractor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Contractor shall require adherence with these requirements in any contracts it enters with Subcontractors. Nothing in this paragraph precludes Contractor or its Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

**7.10 Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

## **7.11 Indemnification.**

**7.11.1** Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

**7.11.2** Neither party shall be liable for incidental, special or consequential damages.

**7.11.3** Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.

**7.12 Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

**7.13 Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

**7.14 Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

**7.15 Non-solicitation of Employees.** Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.

## **7.16 Purchase of Equipment.**

**7.16.1** In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660, and other State and Federal laws and regulations, Contractor shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by Contractor to perform its duties under this Agreement.

**7.16.2** Contractor shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Separate inventory lists shall be kept for EDP equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. Contractor must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's Agreement Manager. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by

a responsible party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

Contractor shall submit this report no later than December 31st to:

Illinois Department of Healthcare and Family Services  
Division of Child Support Services  
Attn: Christine Towles  
115 S LaSalle Street, 18<sup>th</sup> Floor  
Chicago, IL 60603

**7.17 Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

**7.17.1** Provisions apply to successive events and transactions;

**7.17.2** "Or" is not exclusive;

**7.17.3** References to statutes and rules include subsequent amendments and successors thereto;

**7.17.4** The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;

**7.17.5** If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;

**7.17.6** "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

**7.17.7** Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and

**7.17.8** Words in the plural which should be singular by context shall be so read, and vice versa.

**7.17.9** References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering the Child Support Enforcement Program under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

**7.18 Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.

**7.19 Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

**7.20 Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## ARTICLE 8 - CERTIFICATIONS

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

### 8.1 General Warranties of Contractor.

**8.1.1** The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.

- 8.1.2 The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.
- 8.1.3 For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.
- 8.1.4 Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.
- 8.2 **Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*
- 8.3 **Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:
- 8.3.1 Proof of payment of past due amounts in full;
- 8.3.2 Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or
- 8.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.
- 8.4 **Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.
- 8.5 **Debarment and Suspension.** Contractor shall review the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov>). Contractor shall terminate its relations with any Ineligible Person immediately upon learning that such Person or Provider meets the definition of an Ineligible Person and notify the OIG of the termination.
- 8.6 **Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed Attachment A and certifies, under penalties of perjury, that the information contained thereon is correct.
- 8.7 **Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 8.7.1 Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and applicable rules in performance under this Contract.
- 8.7.2 Contractor will provide a drug free workplace, pursuant to the Drug Free Workplace Act (30 ILCS 580).
- 8.7.3 Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 8.7.4 Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 8.7.5 Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 8.7.6 Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/1 *et seq.*).

- 8.7.7** Contractor complies with the State Prohibition of Goods from Child Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584/1 *et seq.*).
- 8.7.8** Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, “Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated.”
- 8.7.9** In accordance with 30 ILCS 587/1 *et seq.*, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa).
- 8.7.10** If required, Contractor has disclosed on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Agreement. This includes but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act (30 ILCS 105/8.40 or those which may conflict in any manner with Contractor’s obligation under this Agreement. Contractor shall not employ any person with a conflict to perform under this Agreement. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Agreement, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.
- 8.8 Licenses and Certificates.** Contractor and Contractor’s principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.
- 8.9 New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 8.10 Non-solicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.
- 8.11 Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.



**In Witness Whereof**, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

**THE STATE OF ILLINOIS  
DEPARTMENT OF HEALTHCARE  
AND FAMILY SERVICES**

**DuPage COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Elizabeth M. Whitehorn  
Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert B. Berlin  
State's Attorney

Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
Kwame Raoul  
Illinois Attorney General

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
DuPage County Board

Date: \_\_\_\_\_

**APPENDIX A *Part 1 of 2***  
**DUPAGE COUNTY STATE'S ATTORNEY BUDGET**  
**JULY 1, 2025 THROUGH JUNE 30, 2026**  
**Individual Line Item Amounts Are Estimated**

<b>DIRECT COSTS</b>	<b>SFY 26 Budget</b>
<b>Personnel Services</b>	
Salaries – Full Time	\$649,870
<i>(See list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$119,488
<b>SUBTOTAL</b>	<b>\$769,358</b>
 <b>Non Personnel Services</b>	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$0
Computer Equipment	\$0
Computer Equipment Maintenance	\$0
Computer Software	\$0
Computer Software Maintenance	\$0
Copying	\$0
Court Related	\$0
Dues & Licenses	\$2,500
Education, Conference Fees	\$1,302
Misc. Administrative Expenses	\$3,866
Office Equipment	\$0
Office Equipment Maintenance	\$0
Office Supplies	\$0
Postage	\$2,000
Printing	\$0
Rent	\$0
Service of Process Fees	\$17,916
Subcontracts, Special ASA, Investigators	\$0
Telephone Service	\$0
Travel	\$2,000
Utilities	\$0
<b>SUBTOTAL</b>	<b>\$29,584</b>
 <b>TOTAL</b>	 <b>\$798,942</b>

**APPENDIX A *Part 1 of 2***  
**DUPAGE COUNTY STATE'S ATTORNEY BUDGET**  
**JULY 1, 2026 THROUGH JUNE 30, 2027**  
**Individual Line Item Amounts Are Estimated**

<b>DIRECT COSTS</b>	<b>SFY 27 Budget</b>
<b>Personnel Services</b>	
Salaries – Full Time	\$662,868
<i>(See list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$138,448
<b>SUBTOTAL</b>	<b>\$801,316</b>
 <b>Non Personnel Services</b>	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$0
Computer Equipment	\$0
Computer Equipment Maintenance	\$0
Computer Software	\$0
Computer Software Maintenance	\$0
Copying	\$0
Court Related	\$0
Dues & Licenses	\$2,500
Education, Conference Fees	\$1,302
Misc. Administrative Expenses	\$3,866
Office Equipment	\$0
Office Equipment Maintenance	\$0
Office Supplies	\$0
Postage	\$2,000
Printing	\$0
Rent	\$0
Service of Process Fees	\$17,916
Subcontracts, Special ASA, Investigators	\$0
Telephone Service	\$0
Travel	\$2,000
Utilities	\$0
<b>SUBTOTAL</b>	<b>\$29,584</b>
 <b>TOTAL</b>	 <b>\$830,900</b>

**APPENDIX A *Part 2 of 2***  
**AUTHORIZED POSITIONS – SFY 26 and SFY 27**  
**DUPAGE COUNTY STATE’S ATTORNEY**

<b>POSITION TITLES</b>	<b>IV-D%</b>	<b>Number of Positions</b>
Full Time Positions:		
Assistant State’s Attorney	100%	3
Paralegal	100%	4
Legal Secretary	100%	1
Part Time Positions:		
None	0%	0

## Attachment A

### Taxpayer Identification Certification

- A. Contractor certifies that:
1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); **and**
  2. Contractor is not subject to backup withholding because:
    - a. Contractor is exempt from backup withholding, or
    - b. Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
    - c. The IRS has notified Contractor that Contractor is no longer subject to backup withholding, **and**
  3. Contractor is a U.S. person (including a U.S. resident alien).
- B. Contractor's Name: **DuPage County State's Attorney**
- C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN):

or

Employer Identification Number (EIN): **36-6006551**

*(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

- D. Contractor's Legal Status (*check one*):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax Exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical or health care services	<input type="checkbox"/> Pharmacy/Funeral
<input type="checkbox"/> Corporation NOT providing or billing medical or health care services	<input type="checkbox"/> Home/Cemetery (Corp)
	<input type="checkbox"/> Other:

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF DUPAGE COUNTY STATE'S ATTORNEY.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Robert B. Berlin  
DuPage County State's Attorney

\_\_\_\_\_  
Date



## Finance Resolution

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

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**File #:** FI-R-0098-25

**Agenda Date:** 6/10/2025

**Agenda #:** 10.F.

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BUDGET TRANSFERS  
VARIOUS COMPANIES AND ACCOUNTING UNITS  
FISCAL YEAR 2025

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2025 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective October 1, 2024

From: 1000  
Company #

CAMPUS SECURITY  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1130	52200	0000	OPERATING SUPPLIES & MATERIALS	\$ 500.00	15,434.58	14,934.58	5/27/25
Total				\$ 500.00			

To: 1000  
Company #

CAMPUS SECURITY  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1130	54100	0700	IT EQUIPMENT - CAPITAL LEASE	\$ 500.00	89.60	589.60	5/27/25
Total				\$ 500.00			

Reason for Request:

Need to transfer funds to cover Toshiba copier charges for FY25.

Department Head

Chief Financial Officer

Activity

[optional]

5/27/2025  
Date  
5/28/25  
Date

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 25 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

OK

JPS - 6/3/25  
FW/CB - 6/10/25



## Finance Resolution

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

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**File #:** FI-R-0100-25

**Agenda Date:** 6/10/2025

**Agenda #:** 10.G.

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RESOLUTION APPROVING FUNDS FOR  
THE ELMHURST CENTRE FOR PERFORMING ARTS  
FOR A PERFORMING ARTS PROGRAM (ARPA INTEREST)  
\$25,000

WHEREAS, the Elmhurst Centre for Performing Arts hosts a performing arts program called “An Intimate Evening With...” (“Program”) in the downtown area of Elmhurst and surrounding communities; and

WHEREAS, said Program promotes tourism and travel in DuPage County while benefiting local businesses in the surrounding area; and

WHEREAS, the County of DuPage (“County”) seeks to provide \$25,000 in ARPA interest funds for costs related to the Program including equipment rental, venue rental, contractual fees and travel fees; and

WHEREAS, the County has prepared a grant Agreement which outlines the arrangements between the County and the Elmhurst Centre for Performing Arts to govern the disbursement and auditing of the funds.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board approves the attached grant Agreement (“Exhibit A”) between DuPage County and the Elmhurst Centre for Performing Arts; and

BE IT FURTHER RESOLVED, that the DuPage County Board hereby directs the DuPage County Board Chair to execute the grant Agreement between the County and the Elmhurst Centre for Performing Arts.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



**EXHIBIT A**

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE  
AND THE ELMHURST CENTRE FOR PERFORMING ARTS  
IN THE AMOUNT OF \$25,000 (ARPA INTEREST)

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, the Elmhurst Centre for Performing Arts ("Agency") is a not-for-profit organization that offers the community a diverse range of programming, providing unique outreach and engagement programs to enlighten and educate audiences; and

WHEREAS, the County and the Agency are hereafter sometimes referred to individually as the "Party" and collectively known herein as the "Parties"; and

WHEREAS, the Agency hosts a performing arts program ("Program") called "An Intimate Evening With..." in the downtown area of Elmhurst and surrounding communities; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to (1) provide funds in the amount of \$25,000 for operational costs associated with the Program, and (2) provide reporting requirements on the use of the funds.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to pay for costs associated with the Program including equipment rental, venue rental, contractual fees and travel fees for the artists. Funds appropriated by the DuPage County Board for disbursement under this Agreement shall be used for eligible expenses incurred from June 1, 2025 through May 31, 2026.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect through June 30, 2026. Sections 5 through 16 of this Agreement shall remain in effect indefinitely and shall survive the termination of this agreement.

5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
6. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment.** The County agrees to pay the Agency in the amount of \$25,000. Payment of the grant award is contingent upon: (1) the Agency submitting an invoice to the County, and (2) the Agency submitting a signed copy of this Agreement.
8. **Reporting.** The Agency shall submit one final report to the County no later than June 30, 2026 via the County's online portal. Said report shall include total cumulative expenditures and supporting documentation or invoices that verify these expenses. In addition, the Agency shall submit with the final report performance measures that shall include, but not be limited to, the total number of artist events booked and the total number of attendees at the events.
9. **Assignment.** Neither party shall assign performance under this Agreement, nor shall either party transfer any right or obligation under this Agreement without the express written approval of the County.
10. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who approved and executed the original Agreement or their successors in office.
11. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the County's right to enforce it.
12. **Sole Agreement.** This Agreement contains all negotiations between the County and the Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either party.
13. **Liability.** The Agency agrees to indemnify, save, and hold the County, its officers, agents, and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this agreement by the Agency, its officers, agents or employees.

This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this agreement.

14. **No Joint Venture or Partnership.** The County and the Agency are not partners or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any Party.
15. **Clawback, Liquidated damages.** Should the Agency fail to use all of the funds distributed prior to May 31, 2026, the Agency shall return all unused funds to the County. Further, in the event that an entity authorized by law audits the County's disbursement of funds and determines that the funds disbursed to the Agency were used for purposes other than those permitted under this Agreement, the Agency agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, related to the disbursement of funds to the Agency.
16. **Audit.** The use of these funds may be audited and reviewed by auditors. The Agency shall maintain all records relating to the studies for a period of not less than seven years for audit purposes.

THUS, in witness thereof, the parties have executed this agreement on the date first written below.

**County of DuPage**

By: \_\_\_\_\_  
Print Name: Deborah A. Conroy  
Title: County Board Chair  
Date: June 10, 2025

**Elmhurst Centre for Performing Arts**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Development Resolution

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

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**File #:** DC-R-0003-25

**Agenda Date:** 6/3/2025

**Agenda #:** 12.A.

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ADDITIONAL APPROPRIATION FOR  
THE BUILDING, ZONING & PLANNING FUND  
COMPANY 1100, ACCOUNTING UNIT 2810  
\$646,204

WHEREAS, appropriations for the BUILDING, ZONING & PLANNING FUND for Fiscal Year 2025 were adopted by the County Board pursuant to Ordinance FI-O-0010-24; and

WHEREAS, due to the need to renew the permitting software, Accela, there is a need for an additional appropriation in the BUILDING, ZONING & PLANNING FUND - COMPANY 1100, ACCOUNTING UNIT 2810 in the amount of \$646,204 (SIX HUNDRED FOURTY-SIX THOUSAND, TWO HUNDRED FOUR, AND NO/100 DOLLARS); and

WHEREAS, the additional appropriation of \$646,204 in the BUILDING, ZONING & PLANNING FUND - COMPANY 1100, ACCOUNTING UNIT 2810 towards renewing the County's Accela permitting software is necessary in order for the County to make an up-front pre-payment to Accela for use of its software over the next three (3) years of their five (5) year Contract at a negotiated and beneficial flat rate, pursuant to Resolution No.TE-P-0008-25; and

WHEREAS, there is sufficient unappropriated cash in the BUILDING, ZONING & PLANNING FUND - COMPANY 1100, ACCOUNTING UNIT 2810 to support an additional appropriation of \$646,204 (SIX HUNDRED FOURTY-SIX THOUSAND, TWO HUNDRED FOUR, AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of \$646,204 (SIX HUNDRED FOURTY-SIX THOUSAND, TWO HUNDRED FOUR, AND NO/100 DOLLARS); in the BUILDING, ZONING & PLANNING FUND - COMPANY 1100, ACCOUNTING UNIT 2810 creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that an additional appropriation (Attachment) in the amount of \$646,204 (SIX HUNDRED FOURTY-SIX THOUSAND, TWO HUNDRED FOUR, AND NO/100 DOLLARS); in the BUILDING, ZONING & PLANNING FUND - COMPANY 1100, ACCOUNTING UNIT 2810 is hereby approved and added to the Fiscal Year 2025 Appropriation Ordinance.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR  
THE BUILDING, ZONING & PLANNING FUND  
COMPANY 1100, ACCOUNTING UNIT 2810  
\$646,204

FUNDING SOURCE

30000-0000 – Fund Balance – Unassigned	\$646,204
TOTAL FUNDING SOURCE	<u>\$646,204</u>

EXPENDITURES

CONTRACTUAL SERVICES

53807-0000 – Subscription IT Arrangements	\$646,204
TOTAL CONTRACTUAL SERVICES	<u>\$646,204</u>
TOTAL ADDITIONAL APPROPRIATION	<u>\$646,204</u>



## ETSB CB Resolution

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

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**File #:** ETS-R-0030-25

**Agenda Date:** 6/11/2025

**Agenda #:** 15.A.

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**RESOLUTION APPROVING THE SALE OF INVENTORY FROM THE COUNTY OF DU PAGE ON  
BEHALF OF THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY TO THE  
COLLEGE OF DU PAGE POLICE DEPARTMENT**

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, DuPage County is the ultimate owner of property purchased with 9-1-1 surcharge funds; and

WHEREAS, twenty-four (24) APXNext single band portable radios and accessories were procured for the College of DuPage Police Department as part of the radio replacement project PO 921054/5522-1 for an amount of \$156,606.72; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval for the sale of twenty-four (24) portable radios and accessories for an amount of \$156,606.72 per the Sales Agreement as detailed on Attachment A of this resolution to the College of DuPage Police Department.

NOW THEREFORE, BE IT RESOLVED, that DU PAGE ETS BOARD approves the sale of the twenty-four (24) portable radios and accessories on Attachment A to the College of DuPage Police Department.

Enacted and approved this 11th day of June, 2025 at Wheaton, Illinois.

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GREG SCHWARZE, CHAIR  
EMERGENCY TELEPHONE SYSTEM BOARD

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

## SALES AGREEMENT

Contract No.: **25DEDIRS001**  
Dated: **May 30, 2025**

This is an Agreement by and between The County of DuPage and Emergency Telephone System Board of DuPage County, hereafter called SELLER, and College of DuPage Police Department, Glen Ellyn, IL, a public safety entity, hereafter called BUYER.

In consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. **SALE:** SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER portable radios and accessories listed in Attachment A (referred to as the "Equipment") in accordance with the terms and conditions specified herein.

2. **SALE PRICE:** The Sale Price of the Equipment: \$156,606.72

**\$6,485.28** per APXNext single band portable radio and associated accessories.

**24 radios @ \$6,485.28 = \$155,646.72**

Associated accessories includes:

1 remote speaker microphone, 1 plastic holster, 2 batteries, 1 single charger. Radios include TDMA and AES encryption flash kits in purchase price.

SELLER also wishes to purchase two (2) multi-chargers and eight (8) single charges at a unit price of \$960.00.

3. **PAYMENT:** BUYER agrees to pay SELLER pursuant to the Illinois Prompt Payment Act (30 ILCS 540). The SELLER will invoice BUYER upon delivery of equipment as shown in Attachment A. The BUYER may remit all costs at any time during the payment period.

4. **DELIVERY:** BUYER shall be responsible for the pickup at 420 County Farm Road, Winfield, Illinois or shipping costs of all items on Attachment A.

5. **WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT AND ALL WARRANTIES INCLUDING WARRANTIES OF, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT ARE HEREBY EXCLUDED. BUYER AGREES THAT SELLER WILL IN NO EVENT BE LIABLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING. SELLER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF SUCH ITEM OF EQUIPMENT SET FORTH IN THIS AGREEMENT.**



- 6. TITLE:** Title to the Equipment free and clear of all liens, claims and encumbrances of any kind shall vest in BUYER upon final payment by BUYER to SELLER of the full Sale Price required to be paid pursuant to Paragraph 3 hereof.
- 7. NOTICES:** Any notice hereunder shall be in writing and shall be deemed to be given when delivered, including but not limited to overnight courier or electronic transmission or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid and addressed to BUYER or SELLER at its respective address shown on the preamble to this Agreement, or to either party at such other address it has designated as its address for purposes of notice hereunder.
- 8. FORUM SELECTION, CHOICE OF LAW, AND INDEMNITY:**
- A. The venue for all disputes arising out of this contract will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois;
  - B. This contract shall be governed by the laws of the State of Illinois including all matters of construction, validity, performance and enforcement; and
  - C. BUYER shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the SELLER and its officers, agents, and employees from and against any and all claims and demands, actions or suits brought against them. BUYER shall likewise be liable for the cost, fees and expenses incurred in the SELLER's defense of any such claims, actions or suits. Notwithstanding this duty to indemnify, the Parties recognize that the DuPage County State's Attorney is the exclusive legal representative of the County of DuPage and the SELLER. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the SELLER, the County, or their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification shall be deemed a waiver of the SELLER or the County of DuPage's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act.
- 9. MISCELLANEOUS**
- A. This Agreement constitutes the entire agreement between SELLER and BUYER with respect to the sale and purchase of the Equipment on Attachment A and supersedes all prior and concurrent offers, promises, representations, negotiations, discussions and agreements that may have been made in connection with the sale of the Equipment. No representation or statement not contained herein shall be binding upon SELLER or BUYER as a warranty or otherwise unless in writing and executed by the party to be bound thereby. If BUYER does not sign this Agreement and return the signed copy of this Agreement to SELLER within sixty (60) days of the receipt of the Agreement, this Agreement may be voided at SELLER'S election.
  - B. BUYER shall not assign its rights under this Agreement unless it has obtained the prior written consent of SELLER. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
  - C. This Agreement shall be governed by construed in accordance with the internal laws of the State of Illinois including all matters of construction, validity, performance and enforcement.
  - D. This Agreement is subject to acceptance by SELLER at its offices referred to in the preamble and shall only become effective on the date thereof.

- E. No revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized officers of BUYER and SELLER.
- F. BUYER'S maintenance included under purchasing contract PO 921054 with Motorola includes maintenance under the Motorola System Manager for the length of the contract and service agreements currently in place at the execution of this contract. Upon expiration of the SELLER's contract with Motorola for services, the BUYER may contract for their own services or execute a new service contract with SELLER.
- G. BUYER is responsible for arranging maintenance requests through the SELLER's ticketing system.
- H. The BUYER further agrees that any options which are integrated as part of the subscriber units such as SmartLocate, SmartConnect, SmartMessaging or Airtime are the responsibility of the BUYER.
- I. The BUYER understands that purchase of equipment does not entitle BUYER to access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIR System). Access to the DEDIR System may be granted through a different application request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

If this Agreement is not executed by both parties and returned to SELLER within sixty (60) days of receipt, SELLER may terminate this Agreement without notice.

**Emergency Telephone System Board  
Of DuPage County**

**BUYER:**

By: \_\_\_\_\_

Authorized Signatory

Title: Chair

Date: June 11, 2025

By: \_\_\_\_\_

49066CF0BC3F425

Authorized Signatory

Title: Vice President, Admin. Affairs

Date: 6/2/2025

**DuPage County Board**

By: \_\_\_\_\_

Authorized Signatory

Title: Chair

Date: \_\_\_\_\_

Radio Type	Quantity	Equipment Value		Amount Agency Purchasing		Agency Cost
APX Next with - Remote Speaker Mic, Holster, 2 Batteries	24	\$ 155,646.72		24	\$ -	\$ 155,646.72
APX Next XN with - Remote Speaker Mic, Holster, 2 Batteries	0	\$ -		0	\$ -	\$ -
APX 4000 with - Remote Speaker Mic, Belt Clip, 2 Batteries, Single Charger	0	\$ -		0	\$ -	\$ -
Mobile (Dash Mount)	0	\$ -		0	\$ -	\$ -
Mobile (Dual Head)	0	\$ -		0	\$ -	\$ -
Mobile (Remote Head)	0	\$ -		0	\$ -	\$ -
APX Next Single Charger	8	\$ -		8	\$ -	\$ -
APX Next Multi Charger	2	\$ 960.00		2	\$ -	\$ 960.00
APX Next Car Charger	0	\$ -		0	\$ -	\$ -
Additional APX 4000 Single Charger	0	\$ -		0	\$ -	\$ -
APX 4000 Multi Charger	0	\$ -		0	\$ -	\$ -
<b>Total (Radios)</b>	<b>24</b>	<b>\$ 155,646.72</b>	<b>0</b>	<b>24</b>	<b>\$ -</b>	<b>\$ 155,646.72</b>
<b>Total (Chargers)</b>	<b>10</b>	<b>\$ 960.00</b>	<b>0</b>	<b>10</b>	<b>\$ -</b>	<b>\$ 960.00</b>
<b>Overall Total</b>	<b>34</b>	<b>\$ 156,606.72</b>	<b>0</b>	<b>34</b>	<b>\$ -</b>	<b>\$ 156,606.72</b>

Approval of Inventory List

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
ETSB Signature: \_\_\_\_\_

Equipment Delivery

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
ETSB Signature: \_\_\_\_\_



## Judicial/Public Safety Requisition \$30,000 and Over

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

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**File #:** JPS-P-0025-25

**Agenda Date:** 6/3/2025

**Agenda #:** 17.A.

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AWARDING RESOLUTION ISSUED TO  
TRINITY SERVICES GROUP, INC.  
TO PROVIDE MEAL SERVICE TO INMATES AND OFFICERS  
FOR THE SHERIFF'S OFFICE  
(CONTRACT TOTAL AMOUNT \$1,526,156.25)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Trinity Services Group, Inc., to provide meal service to inmates and officers, for the period of June 1, 2025 through May 31, 2026, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide meal service to inmates and officers, for the period of June 1, 2025 through May 31, 2026 for the Sheriff's Office per 23-026-SHF, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Trinity Services Group, Inc., 1260 Andes Blvd., St. Louis, MO 63132, for a contract total amount of \$1,526,156.25.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: JPS-P-0025-25	RFP, BID, QUOTE OR RENEWAL #: 23-026-SHF	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$1,225,031.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$5,196,249.25
	CURRENT TERM TOTAL COST: \$1,526,156.25	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: TRINITY SERVICES GROUP INC.	VENDOR #: 30797	DEPT: Sheriff's Office	DEPT CONTACT NAME: Commander John Putnam
VENDOR CONTACT: MARK HORNEFFER	VENDOR CONTACT PHONE: 520-904-4048	DEPT CONTACT PHONE #: x2050	DEPT CONTACT EMAIL: john.putnam@dupatesheriff.org
VENDOR CONTACT EMAIL: mark.horneffer@trinityservicesgroup.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
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 Sheriff's Office solicited bidders for Food Service for DuPage County Jail per RFP# 23-026-SHF.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Sheriff's Office requirement to provide meal service to detainees at the DuPage County Correctional Center 3x a day.			

### 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.
RENEWAL OF RFP	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. RFP - 23-026-SHF.
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) Approve the contract that has been approved. 2) Re-bid food service and risk non-service due to contract date.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Trinity Services Group Inc.	Vendor#: 30797	Dept: Sheriff's Office	Division: Budget Support
Attn: Jacque Woosley	Email: jacque.woosley@trinityservicesgroup.com	Attn: Colleen Zbiliski	Email: colleen.zbiliski@dupagesheriff.org
Address: 1260 Andes Blvd.	City: St. Louis	Address: 501 N. County Farm Road	City: Wheaton
State: MO	Zip: 63132	State: IL	Zip: 60187
Phone: 636.399.4406	Fax:	Phone: x2212	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Trinity Services Group, Inc.	Vendor#: 30797	Dept: Sheriff's	Division: Corrections
Attn:	Email:	Attn: Commander John Putnam	Email: john.putnam@dupagesheriff.org
Address: 62836 Collection Center Drive	City: Chicago	Address: 501 N. County Farm Road	City:
State: IL	Zip: 60693	State: IL	Zip: 60187
Phone: 636.399.4406	Fax:	Phone: x2050	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2025	Contract End Date (PO25): 05/31/2026

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		Food service for jail from 6/1/2025 - 11/30/2025	FY25	1000	4410	52210		763,078.12	763,078.12
2	1	EA		Food service for jail from 12/1/2025 - 5/31/2026	FY26	1000	4410	52210		763,078.12	763,078.12
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 1,526,156.24

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.





## Price Proposal

### Food Service for DuPage County Jail

23-026\_SHF

March 29, 2023



**OPTION 1****SECTION 8 - BID FORM PRICING**

The daily population of 550 inmates is a canvassing amount only. The jail population may vary from day to day. This price includes all meals, including those for dietary restrictions and for staff meals (approx. 30 staff meals per week.)

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Annual Meal Service (625 x 3 x 365)	Meal	684,375	\$ \$1.790	\$ \$1,225,031
GRAND TOTAL					\$ \$1,225,031
GRAND TOTAL (In words) One million, two hundred and twenty-five thousand, thirty-one					

**ALTERNATIVE BID PRICING – OPTION 2  
REPLACE MILK WITH DAIRY DRINK**

Trinity has provided an alternative pricing option for DuPage County in response to RFP Addendum 1, Question 16. Our main proposed menu includes 1% milk served at breakfast, 7 days per week. We have enclosed the nutritional comparison to offer dairy drink in place of milk and the lower proposed price per meal if DuPage were interested in this option.

Milk

Nutrition Information	
1 Servings per container	
<b>Serving Size</b>	<b>1 Each (244g)</b>
<b>Amount Per Serving</b>	
<b>Calories</b>	<b>100</b>
% Daily Value*	
<b>Total Fat</b> 2.5g	4%
Saturated Fat 1.5g	7%
<b>Cholesterol</b> 10mg	4%
<b>Sodium</b> 95mg	4%
<b>Total Carbohydrate</b> 13g	4%
<b>Protein</b> 8g	
Calcium 307mg	30%
Iron 0mg	0%

Dairy Drink PC

Nutrition Information	
1 Servings per container	
<b>Serving Size</b>	<b>1 Each (22g)</b>
<b>Amount Per Serving</b>	
<b>Calories</b>	<b>100</b>
% Daily Value*	
<b>Total Fat</b> 4g	6%
Saturated Fat 1g	4%
<b>Cholesterol</b> 0mg	0%
<b>Sodium</b> 70mg	3%
<b>Total Carbohydrate</b> 15g	5%
<b>Protein</b> 2g	
Calcium 348mg	35%
Iron NA	%

**ALTERNATIVE BID PRICING – REPLACE MILK WITH DAIRY DRINK**

The daily population of 550 inmates is a canvassing amount only. The jail population may vary from day to day. This price includes all meals, including those for dietary restrictions and for staff meals (approx. 30 staff meals per week.)

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Annual Meal Service (625 x 3 x 365)	Meal	684,375	\$ \$1.757	\$ \$1,202,447
GRAND TOTAL					\$ \$1,202,447
GRAND TOTAL (In words) One million, two hundred and two thousand, four hundred and forty seven					



*\$1.76 is firm, regardless of Trinity Take-Out participation levels. Trinity would be able to issue the Trinity Take Out commission in the form a monthly check to the DuPage Sheriff's Office, to be deposited into the Inmate Welfare Fund. The County would be able to switch from Option 1 to TTO Option 3 at any time during the contract.*

### ALTERNATIVE BID PRICING – OPTION 3 & OPTION 4 IMPLEMENTATION of TRINITY TAKE OUT PROGRAM

#### Trinity Take-Out

As a value add, Trinity Services Group is interested in implementing our “Trinity Take-Out (TTO)” program. This ala carte ordering program was designed specifically for the purpose of inmate behavior management and is detailed in the technical proposal. This program generates revenue that has been used to further reduce the price per meal offered (presented in the example below). In addition, Trinity is offering DuPage County a 15% commission on all TTO sales.

### ALTERNATIVE BID PRICING – PROPOSED BID MENU WITH MILK & TRINITY TAKE OUT (OPTION 3)

The daily population of 550 inmates is a canvassing amount only. The jail population may vary from day to day. This price includes all meals, including those for dietary restrictions and for staff meals (approx. 30 staff meals per week.)

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Annual Meal Service (625 x 3 x 365)	Meal	684,375	\$ \$1.760	\$ \$1,204,500
GRAND TOTAL					\$ \$1,204,500
GRAND TOTAL (In words) One million, two hundred and four thousand, five hundred					

### ALTERNATIVE BID PRICING – REPLACE MILK WITH DAIRY DRINK & TRINITY TAKE OUT (OPTION 4)

The daily population of 550 inmates is a canvassing amount only. The jail population may vary from day to day. This price includes all meals, including those for dietary restrictions and for staff meals (approx. 30 staff meals per week.)

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Annual Meal Service (625 x 3 x 365)	Meal	684,375	\$ \$1.727	\$ \$1,181,916
GRAND TOTAL					\$ \$1,181,916
GRAND TOTAL (In words) One million, one hundred and eighty one thousand, nine hundred and sixteen					



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## Financial Considerations

If awarded a contract, Trinity Services Group would like to discuss and negotiate the following financial considerations.

1. Meal prices shall be adjusted annually, effective on the anniversary date of the contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.
2. In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any “living wage”, “prevailing wage” or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity’s control, including, but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity’s control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.





The County of DuPage  
Finance Department  
Procurement Division, Room 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

## CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Trinity Services Group, Inc., located at 477 Commerce Blvd., Oldsmar, FL 34677, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-026-SHF which became effective on 6/1/2023 and which will expire 5/31/2025. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

### THE COUNTY OF DUPAGE

\_\_\_\_\_  
SIGNATURE

Valerie Calvente

\_\_\_\_\_  
PRINTED NAME

Chief Procurement Officer

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE

### CONTRACTOR



\_\_\_\_\_  
SIGNATURE

James M. Perry

\_\_\_\_\_  
PRINTED NAME

Senior Vice President

\_\_\_\_\_  
PRINTED TITLE

5/16/2025

\_\_\_\_\_  
DATE

## SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Trinity Services Group, Inc.
Main Business Address	477 Commerce Blvd.
City, State, Zip Code	Oldsmar, FL 34677
Telephone Number	636-399-4406
Fax Number	
Proposal Contact Person	Jacque Woosley
Email Address	jacque.woosley@trinityservicesgroup.com

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
 ☐ a Member of the Partnership
 ☒ an Officer of the Corporation
 ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Gary Snyder, CEO

(President or Partner)

James M. Perry, Senior VP Sales

(Vice-President or Partner)

Alex Lee, Secretary

(Secretary or Partner)

Steve Palmer, CFO

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. #1, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

#### PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X

(Signature and Title)

James M. Perry, Senior Vice President, Sales

CORPORATE SEAL  
(If available)

#### PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 10<sup>th</sup> day of March AD, 2023

My Commission Expires: 6/3/2026

(Notary Public)

HOLLY MARIE KARLESKINT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for St. Louis County  
My Commission Expires 6/3/2026  
Commission # 18241512



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	23-026-SHF
COMPANY NAME:	Trinity Services Group, Inc.
CONTACT PERSON:	James M. Perry
CONTACT EMAIL:	JiPerry@keefegroup.com

### **Section II: Procurement Ordinance Requirements**

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes  
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: James M. Perry

Signature: 

Title: Senior Vice President

Date: 5/16/2025



## Judicial/Public Safety Resolution

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

**File #:** JPS-R-0007-25

**Agenda Date:** 6/3/2025

**Agenda #:** 17.B.

AMENDMENT TO RESOLUTION JPS-P-0025-25  
ISSUED TO TRINITY SERVICES GROUP, INC.  
TO PROVIDE FOOD SERVICE FOR THE DUPAGE COUNTY JAIL,  
FOR THE SHERIFF'S OFFICE  
(THE CONTRACTED RATE IS INCREASING FROM  
\$2.23/MEAL DELIVERED TO \$2.32/MEAL, RESULTING IN AN INCREASE OF 3.8%.)

WHEREAS, on June 10, 2025, through Resolution JPS-P-0025-25, the DuPage County Board approved a renewed contact to provide food service for the DuPage County Jail (hereinafter the "CONTRACT") between the County of DuPage (hereinafter the "COUNTY") and Trinity Services Group, Inc. (hereinafter "THE CONTRACTOR") and

WHEREAS, the current cost of the CONTRACT, by and through the Sheriff's Office, is \$1,526,156.25; and

WHEREAS, after consultation with CONTRACTOR, the COUNTY and CONTRACTOR seek to apply a one-time price increase of the contracted rate from \$2.23/meal delivered to \$2.32/meal delivered, resulting in a new total CONTRACT value of \$1,587,750.00; and

WHEREAS, the Judicial and Public Safety Committee recommends approving the expansion of the scope of the CONTRACT for a one-time price increase of the contracted rate from \$2.23/meal delivered to \$2.32/meal delivered; and

WHEREAS, all other provisions of the CONTRACT not expressly changed in the Amendment shall remain the same in their entirety.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopts and approves this Amendment to Resolution JPS-P-0025-25, issued to Trinity Services Group, Inc., to apply a one-time price increase of the contracted rate from \$2.23/meal delivered to \$2.32/meal delivered, resulting in a total amended contract value of \$1,587,750; and

BE IT FURTHER RESOLVED that one (1) original copy of this Amendment be transmitted to Trinity Services Group, Inc. at 477 Commerce Blvd., Oldsmar, FL 34677, by and through the Sheriff's Office.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



**DUPAGE  
COUNTY**

## FINANCE DEPARTMENT

630-407-6100

[www.dupagecounty.gov/finance](http://www.dupagecounty.gov/finance)

### CONTRACT AMENDMENT

DuPage County - Procurement Division

Contract Number: 23-026-SHF

Contract Amendment No. 1

Effective June 1, 2025

This Contract is Amended to include the following specifications:

Contract Number: 23-026-SHF

Food Service for DuPage County Jail

- 1) Food Service, as set forth in Exhibit A, attached hereto.
- 2) One-time price increase of \$2.32, as specified in Exhibit A, attached hereto.

All other provisions of the contract not expressly changed herein shall remain the same in their entirety.

The parties represent and warrant to each other that each party has full power, authority, and legal right to execute, deliver and perform this Amendment and the execution, delivery & performance hereof have been duly authorized by all necessary actions.

IN WITNESS, WHEREOF the undersigned duly authorized representative of the parties has executed this Amendment as of the date below written.

#### THE COUNTY OF DUPAGE, ILLINOIS

By: \_\_\_\_\_

SIGNATURE

Valerie Calvente

PRINTED NAME

Chief Procurement Officer

PRINTED TITLE

DATE

#### TRINITY SERVICES GROUP, INC.

By: \_\_\_\_\_

SIGNATURE

James M. Perry

PRINTED NAME

Senior Vice President

PRINTED TITLE

5/16/2025

DATE



**Confirmation Copy**

April 22, 2025

Chief Procurement Officer  
421 N. County Farm Road  
Wheaton, IL 60187

Re: Price Increase

Dear Commissioner:

It is an honor and a privilege to provide food services for DuPage County. Pursuant to the parties' agreement, meal prices shall be adjusted annually, effective on the anniversary date of each contract year, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. I am enclosing a copy of the relevant CPI table from the Bureau of Labor Statistics and as you will see, the index increased by 3.8%. The new meal price will be \$2.32 effective June 1, 2025.

Please acknowledge receipt of this notice of adjusting the meal prices as stated herein, by countersigning the enclosed confirmation copy of this letter and returning it to our office.

Trinity sincerely appreciates the opportunity to serve you and your team at DuPage County. Thank you for your business. We always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

Very truly yours,

Mark Horneffer  
Trinity Services Group  
District Manager  
520-904-4048

Approved:

\_\_\_\_\_

Date: \_\_\_\_\_



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**File #:** JPS-P-0026-25

**Agenda Date:** 6/3/2025

**Agenda #:** 17.C.

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AWARDING RESOLUTION ISSUED TO  
JUSTICETEXT, INC.  
FOR THE PURCHASE OF AUDIOVISUAL EVIDENCE MANAGEMENT  
SOFTWARE LICENSES FOR  
THE PUBLIC DEFENDER'S OFFICE  
(CONTRACT TOTAL AMOUNT \$50,000)

WHEREAS, a sole source provider has been identified in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to JusticeText, Inc., for audiovisual evidence management software licenses, for the period of July 1, 2025 through June 30, 2026, for the Public Defender's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for the purchase of audiovisual evidence management software licenses, for the period of July 1, 2025 through June 30, 2026, for the Public Defender's Office be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to JusticeText, Inc., 5 Ravenna, Irvine, CA 92614, for a contract total amount of \$50,000.

Enacted and approved this 10th day of June 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: JPS-P-0026-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: JusticeText, Inc	VENDOR #: 39480	DEPT: Public Defender	DEPT CONTACT NAME: Melissa Buckardt
VENDOR CONTACT: Jon Ervin	VENDOR CONTACT PHONE: 949-743-4670	DEPT CONTACT PHONE #: 630-407-8300	DEPT CONTACT EMAIL: Melissa.Buckardt@dupagecounty.gov
VENDOR CONTACT EMAIL: jon@justicetext.com	VENDOR WEBSITE: https://justicetext.com/	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchasing the use of 47 attorneys, 5 investigators and all support staff audiovisual evidence management software licenses for the use of the Public Defender's Office.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Expedite the review of body-camera footage, interrogation videos, and other crucial discovery.			

### 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.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
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.  Expedite the review of body-camera footage, interrogation videos, and other crucial discovery, specifically for public defenders.
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.  We explored other products, but nothing else met our needs or are specifically designed for defense attorneys. This is relatively new technology.
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.  Internet search, meeting with other public defenders from around country

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: JusticeText, Inc	Vendor#: 39480	Dept: Public Defender	Division:
Attn: Jon Ervin	Email: jon@justicetext.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupagecounty.gov
Address: 5 Ravenna	City: Irvine	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: California	Zip: 92614	State: Illinois	Zip: 60187
Phone: 949-743-4670	Fax:	Phone: 630-407-8300	Fax: 630-407-8301
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: JusticeText, Inc	Vendor#: 39480	Dept: Public Defender	Division:
Attn: Jon Ervin	Email: jon@justicetext.com	Attn: Jeff York	Email: Jeff.York@dupagecounty.gov
Address: 5 Ravenna	City: Irvine	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: California	Zip: 92614	State: Illinois	Zip: 60187
Phone: 949-743-4670	Fax:	Phone: 630-407-8300	Fax: 630-407-8301
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2025	Contract End Date (PO25): Jun 30, 2026

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		1 year contract to purchase audiovisual evidence software licenses	FY25	1000	6300	53807		50,000.00	50,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 50,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 1st allowed invoice date of 6/9/205.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is made by and between JusticeText Inc. (“**Company**”), and the DuPage County Public Defender (“**Customer**”). This Agreement will become effective when executed by authorized representatives of both parties (the “**Effective Date**”).

WHEREAS, Company has developed a certain product that capable of (1) automatically generating searchable transcripts of uploaded video content; (2) editing said transcripts; (3) creating time-stamped annotations within said transcripts; and (4) editing uploaded video content into shorter clips (the “**Product**”).

WHEREAS, Company and Customer desire to have Customer use the Product and provide feedback to the Company, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

### 1. SALE AND USE OF PRODUCT.

- 1.1 Sale and Use. Subject to the terms and conditions of this Agreement, Company will sell the Product to Customer, for personal use as defined in this Agreement.
- 1.2 Fees. Customer will pay Company a payment of **\$50,000** for office-wide access to the Product for a one-year term, from **7/1/25** to **6/30/26**. Each person in the office – all roughly 47 attorneys, 5 investigators, and all support staff -- will have access to a standard license that allows the license holder to upload up to 240 hours of audio/video per year. Payment for the Product is due within 30 days of the invoice. All past due amounts will incur interest at a rate of 1% per month or the maximum rate permitted by law, whichever is less. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer’s receipt or use of the Product and related services.
- 1.3 Restrictions on Use. Customer will not: (a) modify, alter or improve the Product; (b) rent, lease, license, loan, resell, transfer, distribute or otherwise make the Product or the related services available to any third party without the prior written consent of the Company; (c) reverse engineer the Product (or any component thereof), or decompile or disassemble any software or firmware components of the Product, or authorize a third party to do any of the foregoing; or (d) mortgage, pledge or encumber the Product in any way.
- 1.4 Privacy. The Company shall use personally identifiable information of Customer only for the purpose of providing the services under this Agreement to Customer. The Company may use aggregated non-personally identifiable information derived from information provided by Customer, including but not limited to for the purpose of improving the Product and related services.

1.5 Confidentiality. Customer will upload video and audio evidence to the Product. Company will not provide access to the transcription or the underlying data or disseminate the transcription or the underlying data to anyone without the written consent of Customer. Company will treat as confidential the data obtained from Customer. Customer's transmission of this data does not constitute any waiver of attorney-client privilege, work product privilege, or confidentiality.

**2. FEEDBACK.** All feedback, comments, and suggestions for improvements that Customer provides to Company hereunder are referred to collectively as "**Customer Feedback**".

**3. OWNERSHIP.** Customer acknowledges and agrees that all Customer Feedback will be the sole and exclusive property of Company. Customer hereby irrevocably transfers and assigns to Company and agrees to irrevocably assign and transfer to Company all of Customer's right, title, and interest in and to all Customer Feedback, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, "**Intellectual Property Rights**") therein. At Company's request and expense, Customer will execute documents and take such further acts as Company may reasonably request to assist Company to acquire, perfect and maintain its Intellectual Property Rights and other legal protections for the Customer Feedback. Customer acknowledges and agrees that, as between the parties, Company own all right, title, and interest in and to the Product and related services, including all Intellectual Property Rights therein, even if Company incorporates any Customer Feedback into subsequent versions of the Product. Customer will not earn or acquire any rights or licenses in the Product or in any Company Intellectual Property Rights on account of this Agreement or Customer's performance under this Agreement.

#### **4. DISCLAIMERS.**

4.1 Warranty Disclaimers. Customer acknowledges that the Product is being provided "AS IS." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

4.2 No Warranty. Company does not warrant that the services related to the Product and the Product will be uninterrupted, reliable, accurate, available, error free, and free from unauthorized access. Use of the Product and related services, including use of any analysis or information provided in connection thereto, by Customer or any third party shall be at Customer's sole risk and liability.

4.3 Third Party Providers. Customer acknowledges that certain services related to the Product are provided or dependent upon by third party providers. The Company is not responsible for any act or omission or the availability or quality of any products or services provided by such third parties.

**5. LIMITATION ON LIABILITY.** IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING,

WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE PRODUCT OR RELATED SERVICES OR FOR ANY ERROR OR DEFECT IN THE PRODUCT, INCLUDING INCORRECT DETERMINATION OF LOCATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **6. TERM AND TERMINATION.**

6.1 Term. The parties may extend the term of this Agreement on terms and conditions agreed between the parties.

6.2 Effect of Termination. Upon any termination or expiration of this Agreement, Customer's right to use the services provided by the Company in connection with the Product will automatically terminate.

6.3 Survival. The provisions of Sections 1.3, 2, 3, 4, 5, 6.2, 6.3, and 7 will survive any termination or expiration of this Agreement.

## **7. GENERAL PROVISIONS.**

7.1 Assignment. Customer may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Company. Any attempted assignment without such consent will be null and of no effect.

7.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois (excluding its body of law controlling conflicts of law).

7.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.

7.4 Waiver. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

7.5 Entire Agreement. This Agreement and the attached exhibits constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both

written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

7.6 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

JusticeText Inc.

Name: Devshi Mehrotra

Title: CEO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DuPage County Public Defender

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



May 15, 2025

RE: Sole Source Letter

Dear Melissa,

As requested, I am providing a letter that confirms that JusticeText is the Sole Source of the technology we provide. JusticeText is an audiovisual evidence management platform for public defenders designed to expedite the review of body-camera footage, interrogation videos, jail calls, and other crucial digital discovery. This software includes:

AI-powered analysis and search

- **Automatically identify key moments specific to public defense** in audio or video files including Miranda rights, field sobriety tests and arrests
- **Automatically generate single-paragraph summaries** of each piece of evidence to more easily navigate high volumes of discovery
- Easily flip through **summary previews for all discovery in a folder** to quickly isolate the relevant audio or video files
- Summarize an **entire case folder of discovery**
- **Automatically generate timelines** that break discovery into discrete chapters
- **Ask text-based questions** about the contents of discovery (e.g., "were implicit promises made?") and receive time-stamped answers that source specific moments in the evidence
- **Synthesize an entire folder of discovery** for a case via summaries and natural language prompts (e.g., "share a high-level timeline of events")
- **Compare and contrast audio/video evidence** using natural language questions (e.g., "what contradictions does the witness make between statements?")
- **Search for high-level, contextual topics** across a folder of discovery (e.g., "what moments in these video support my argument?", "is there evidence of the Reid interview technique?")
- **Automatically sync multiple videos** (e.g., body-worn camera footage) from multiple angles to review, search, and analyze from a single screen
- **Automatically identify key words relevant to public defense** from a generated transcript (e.g. "gun", "harass", "attorney")
- **Search within a file** for any word or phrase
- **Search across all uploaded evidence** and filter the results by evidence type, speaker, case folder, and additional custom tags

Transcription for multiple languages and file formats

- Transcribe discovery in **80+ languages**, including Spanish, Mandarin, and more
- Transcribe **up to 100 files in one batch**, processed in parallel
- Include **custom vocabulary** (e.g., streets, neighborhoods, witness names) to incorporate local context and improve transcript accuracy
- Create **multi-lingual transcriptions** for media files containing up to three spoken languages
- **Translate transcripts** from other languages (e.g., Spanish) to English
- **Clearly identify** up to 10 speakers in a file
- **Quickly assign speaker names** throughout a piece of evidence
- **Upload proprietary file types** (e.g., GTL jail calls, Panasonic AV Viewer videos, WatchGuard body cameras, For the Record court proceedings, Avigilon videos) directly onto JusticeText without converting in advance, in addition to all standard file types (MP4, MP3, MOV, etc.)
- **Upload files directly** from common storage locations (e.g., OneDrive, Box, Dropbox, Google Drive, etc.)
- **Integrate with case management systems** for easier upload and download

#### Streamlined viewing, editing, note-taking, redacting, and clipping

- **Edit and annotate** the output transcript, with all changes automatically saved, via a best-in-class user experience with unlimited editing
- **Create video clips** of relevant parts of the file, simply by highlighting the transcript
- **Add subtitles** to created video clips
- **Redact portions** of audio/video evidence to protect confidential information
- Generate an automatically **timestamped notebook** as the video plays
- **Navigate to key moments in a video** by selecting a word in the transcript
- **Use simple keyboard shortcuts** to expedite video review (e.g., tab to play/pause)
- **Edit timestamps** to align text to specific moments in the audio/video file

#### Collaboration

- **Share video clips** with clients/colleagues via a unique link
- **Share a fully editable version** of your interactive transcript with clients and colleagues with the ability to control access permissions with shared recipient
- Collaboratively review all evidence on a case **using shared workspaces**
- **Upload files on behalf** of others to streamline attorney workflows
- **Export transcripts and video clips** to a local machine in a variety of standard easy-to-use formats, include pleading paper format

#### In-app support

- **Live in-app support** directly with JusticeText team, with ~30 min average response time
- Review 1-2 minute **tutorial videos** explaining all of the main features on JusticeText

JusticeText is the Sole Source of the software listed above, and no other company or firm sells or distributes such software.

Providing technological support for public defenders is at the core of our company's mission. My co-founder and I started building this product while we were college students at the University of Chicago to [address the challenges](#) faced by the local public defender's office. We currently work with 75+ state and local public defense organizations across the nation, working hand-in-hand to co-create a product built specifically to address their needs, including:

- Committee for Public Counsel Services (CPCS)
- Kentucky Department of Public Advocacy
- Tennessee District Public Defender Conference
- Public Defender Services of Lane County

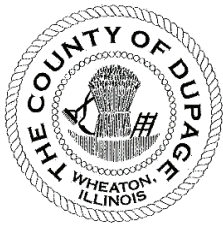
Our commitment to public defenders has been highlighted by the [ABA Journal](#), [Texas Lawyer](#), [Mass Lawyers Weekly](#), [Axios](#), [MIT Technology Review](#), and the [Public Defenseless Podcast](#).

To the best of my knowledge, there are no other items and/or services available for purchase that would serve the same purpose or function as JusticeText.

Sincerely,



Devshi Mehrotra  
CEO & Co-Founder, JusticeText



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	JusticeText Inc.
CONTACT PERSON:	Devshi Mehrotra
CONTACT EMAIL:	devshi@justicetext.com

### **Section II: Procurement Ordinance Requirements**

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

**Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

**Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Devshi Mehrotra

Signature: 

DocuSigned by:

Title: CEO

Date: 5/15/2025





## Judicial/Public Safety Requisition \$30,000 and Over

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

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**File #:** JPS-P-0027-25

**Agenda Date:** 6/3/2025

**Agenda #:** 17.D.

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AWARDING RESOLUTION ISSUED TO  
DIANA HIGHTOWER  
FOR COORDINATOR OF THE FAMILY VIOLENCE COORDINATING COUNCIL  
FOR THE 18TH JUDICIAL CIRCUIT COURT  
(CONTRACT TOTAL AMOUNT \$43,472)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Diana Hightower, for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2025 through June 30, 2026, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2025 through June 30, 2026 for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Diana Hightower, for a contract total amount not to exceed \$43,472. Grant funded.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: JPS-P-0027-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$43,472.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$43,472.00
	CURRENT TERM TOTAL COST: \$43,472.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Diana Hightower	VENDOR #: 39914	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: Diana Hightower	VENDOR CONTACT PHONE: 217-260-9773	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: dmherndz@yahoo.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Approval of a new contract with Diana Hightower, for Coordinator of the Family Violence Coordinating Council. This is a grant funded contract position.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished. The coordinator has oversight responsibility of the various committees established to address the issue of family violence. These committees are comprised of the Judiciary, social service agencies, clergy, probation and legal and law enforcement communities. They are charged with public education and compilation of materials to assist in the prevention of family violence in DuPage County.			

## 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 PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	


## SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Diana Hightower was selected for her current work experience in the role, educational background, and commitment to social work. She has proven to be a great asset to our grant, has been approved by the state grant authority, and the Chief Judge has requested that she continue for another grant year.
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. To approve the contract for the coordinator position 2. To add this position into the court's headcount.

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			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Diana Hightower	Vendor#: 39914	Dept: 18th Judicial Circuit Court	Division:
Attn: Diana Hightower	Email: dmherndz@yahoo.com	Attn: Katherine Thompson	Email: katherine.thompson@18thjudicial.org
Address: On file	City: On file	Address: 505 N County Farm Rd	City: Wheaton
State: On file	Zip: On file	State: IL	Zip: 60187
Phone: 217-260-9773	Fax:	Phone: 630-407-8788	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 1, 2025	Contract End Date (PO25): June 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub Accts/ Activity Code	Unit Price	Extension
1	480	EA	Hours Worked	Family Violence Coordinating Council Coordinator	FY25	5000	6000	53090	322618	36.00	17,280.00
2	672	EA	Hours Worked	Family Violence Coordinating Council Coordinator	FY26	5000	6000	53090	322618	36.00	24,192.00
3	1	EA		Travel and Misc. Expenses	FY26	5000	6000	53090	322618	2,000.00	2,000.00
FY is required, ensure the correct FY is selected.										Requisition Total \$	43,472.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. 



## CONTRACTUAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, hereinafter referred to as the Court, and Diana Hightower, hereinafter referred to as the Contractor.

In consideration of the mutual covenants contained herein, the Court and the Contractor agree as follows:

- 1. Services to be performed.** The Contractor will provide services as the Local Council Coordinator (Contractor) for the Family Violence Coordinating Council (Council) located in the Eighteenth Judicial Circuit, DuPage County, Illinois, in compliance with grant agreement #322618.

The Local Council Coordinator (Contractor) will provide administrative assistance for the Council; mobilize resources to efficiently address the Council's needs and programs; assist in creating realistic approaches to complex issues; work to identify, analyze, and develop work plans regarding the multi-faceted issues of family violence; and provide networking and communication with other councils, the Court, and the IFVCC.

The Contractor agrees to perform the work agreed to in a professional and workmanlike manner.

- 2. Compensation.** In full consideration for personal services performed under this Agreement, the Court shall pay to the Contractor at a rate of \$36.00 per hour under the Grant #322618 for hours worked per pay period. Total compensation during the term of this agreement shall not exceed \$41,472.00. Pay periods shall be the first day of the month through the fifteenth (15<sup>th</sup>) day of the month, and the sixteenth (16<sup>th</sup>) day of the month through the last day of the month. To be eligible for payment, the Contractor must submit to the Court a semi-monthly invoice delineating the days and hours worked. The Court shall have the right to make the final determination that all services performed under this Agreement were reasonable and performed for the benefit of and in furtherance of the goals of the Local Council. Any services deemed unreasonable or which were not performed for the benefit of or in furtherance of the goals of the Local Council shall not be compensated.
- 3. Training and Travel.** The Court shall pay the Contractor for necessary travel expenses incurred while rendering services under this agreement within the limitations of the budget and subject to the approval of the Court. All requests for attendance at seminars, training, or other related educational activities must be approved in advance by the Court Administrator or his designee. Travel expenses

shall be reimbursed in accordance with the regulations set forth by DuPage County, and allowable by the State of Illinois travel guidelines.

4. **No Additional Benefits.** No additional compensation or fringe benefits shall be provided to the Contractor by the Court other than those expressly set forth in sections 2 and 3 of this Agreement.

5. **Term and Termination of Agreement:**

- 5.1 Term. The term of this Agreement shall commence on July 1, 2025 and shall conclude on June 30, 2026.
- 5.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from non-breaching party.

This Agreement is further contingent on the approval and payment by the Criminal Justice Information Authority of the Illinois Family Violence Coordinating Council grant for the period of July 1, 2025 through June 30, 2026. In the event either grant is not approved, and funds are not received, the Court shall notify the Contractor and this Agreement shall terminate on the last day of the fiscal period for which grant funds were received. In no event shall the Court be liable to the Contractor for any amount in excess of the grant funds received.

6. **Independent Contractor.**

- (a) This is an agreement between an independent contractor and the Eighteenth Judicial Circuit Court of DuPage County, Illinois. Nothing contained herein or hereafter permitted shall constitute an "employer-employee" relationship. All remuneration paid pursuant to this Agreement constitutes compensation paid to the Contractor as an independent contractor.
- (b) The Court and DuPage County shall not be liable under or by reason of this Agreement for the payment of any compensation, award or damages in connection with the Contractor performing his or her obligations under this Agreement or for injury or damages occurring to the Contractor as the result of any acts, omissions, negligence or otherwise while in process of performing the obligations required by this Agreement.

The Contractor shall provide the Court with a list of contracts Contractor has with any agency, board, commission, or other unit of local County, State, or federal government, or other entity public or private; and Contractor shall notify the Court in



writing of any additions to such contracts or agreements entered into during the term of this contract.

7. **Payment.** The Contractor acknowledges and understands that payments will be made in accordance with the current financial practices of the Court and County of DuPage.
8. **Request for Payment.** The Court will initiate approval of payment upon receipt of a semi-monthly invoices delineating the hours and days worked. Invoices should be submitted no later than five (5) days after the end of the pay period. Completed invoice should be forwarded to: Office of the Chief Judge, 505 N. County Farm Rd., Wheaton, IL 60187.
9. **Transfer.** The Court may transfer services and/or payment responsibility to another entity after giving notice to the Contractor.
10. **Subcontracting.** Subcontracting, assignment, or transfer of all or part of the interests of the Contractor in the work covered by this agreement shall be prohibited without prior written consent of the Court.
  - (a) In the event the Court gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is bound and obligated and such shall be provided in the transferring instrument.
  - (b) The Contractor shall not employ for compensation any person or persons employed by the Court or DuPage County at any time during the term of this Agreement for any work required by the terms of the Agreement.
11. **Right to Examine.** The Contractor agrees that the Court shall have the right to examine any of the Contractor's records that relate directly to this Agreement.
12. **Liability and Insurance.** The Court does not assume any liability for acts or omissions of the Contractor and such liability rests solely with the Contractor. The Court will not indemnify or hold harmless any Contractor for claims based on the Court's use of the goods or services provided by the Contractor. Any liability for damages that the Court might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. If the Contractor uses a motor vehicle in conjunction with the work under this Agreement, the Contractor shall carry liability, casualty, and motor vehicle insurance in sufficient amounts to protect the Court from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence.

The Court and County of DuPage may self-insure against any and all risks.

- 13. Work Product.** All documents, including reports, ideas, manuscripts, and other work products specially developed, produced or designed by the Contractor for the Council or Court under or in connection with this Agreement, without limitation and whether preliminary or final, shall become and remain the property of the Court unless otherwise expressly agreed upon by the parties in writing. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, proposals, records and other related information shall, at the option of the Court be appropriately arranged, indexed, and delivered to the Court by the Contractor.
- 14. Right to Audit.** The Contractor agrees that the Court or its representatives shall have the right to examine any of the Contractor's records that directly relate to this Agreement. The Contractor shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records, and supporting documents to verify that the Contractor complied with the terms and conditions related to services to be performed under the Agreement and the number of hours per week spent in the performance of such services. The Agreement and all books, records, and supporting documentation related to the Agreement shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the Court for recovery of any funds paid by the Court under the Agreement for which adequate books, records, and supporting documentation are not available to support their disbursement. (See 30 ILCS 505/6.)
- 15. Governing Law.** This Agreement and any agreement, including services and other subsequent agreements that might result from this Agreement, shall be governed by the laws of the State of Illinois. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claims against the Court arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/1.)
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and supersedes all prior agreements, representations, statements, negotiations, and undertakings.
- 17. Severability.** If any provisions of this Agreement should be found illegal, invalid, or void it shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 18. Waiver.** The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by such party of any provision. The past waiver of a



provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

**19. Non-Discrimination.** The Contractor, the Contractor's agents, and subcontractors agree not to commit unlawful discrimination and agree to comply with the applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.

**20. Certifications.**

- (a) **Conflict of Interest.** The Contractor shall not be a State, Court or DuPage County employee nor shall any State, Court, or DuPage County employee have more than 7 ½% interest together with a spouse or minor child more than 15% interest in such contract. (See 30 ILCS 505/11.1 et seq.) Contractor may not enter into any other employment or personal service contracts during the term of this contract without the pre-approval of the Court.
- (b) **Bid-Rigging or Bid-Rotating.** The Contractor certifies that he or she has not been barred from contracting with the Court or DuPage County as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- (c) **Educational Loan Default.** The Contractor certifies that he or she is not in default on an educational loan as provided in Public Act 85-827. (5ILCS 385/3.)
- (d) **Anti-Bribery.** The Contractor certifies that he or she has not been barred from being awarded a contract or subcontract under Section 10.1 or 10.2 of the Illinois Purchasing Act.
- (e) **International Anti-Boycott Certification.** Contractor certifies that neither contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- (f) **Legal Status Disclosure.** Under penalties of perjury, I, Contractor, certify a valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) has been provided to the Chief Judge's office and that I, Contractor, am doing business as an individual.

**(g) Drug Free Workplace.** The Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. (30 ILCS 580/4.)

**(h) Unlawful Discrimination.** Compliance with Nondiscrimination Laws. The Contractor certifies that he or she will remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- i. The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- ii. The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- iii. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).(See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting limited English Proficient Persons, Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685))
- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- v. The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and
- vi. The Age Discrimination Act (42 USC 6101 et seq.).

**21. Notices.** Notices to the parties shall be sent to the addresses below:

**Eighteenth Judicial Circuit  
Attention: Trial Court Administrator  
505 N. County Farm Rd.  
Room 2015  
Wheaton, IL 60187**

**Contractor's Address: Diana Hightower  
Address on file**

**22. Indemnification:** For purposes of this provision, Agency means the Eighteenth Judicial Circuit Court, County of DuPage and any of its officers, employees, agents or offices. The Contractor agrees to assume all risk of loss and to indemnify and hold the Agency harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgments,

including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the Agency) because of the Contractor's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the Agency, the Agency shall give prompt written notice thereof to the Contractor and the Contractor shall have the right to compromise or defend the same to the extent of its own interest. The Contractor agrees to maintain adequate insurance to protect the Agency against such risks. The Contractor also agrees to indemnify and hold the Agency harmless should any goods or services provided by the Contractor infringe upon the patent, copyright, or trade secret of another.

**IN WITNESS WHERE OF, the partners have executed these presents on the date indicated below:**

**Eighteenth Judicial Circuit Court**

By: \_\_\_\_\_

Title: Trial Court Administrator

Date: 5/1/25

**Contractor:**

By: \_\_\_\_\_

Title: Local Council Coordinator

Date: 4/30/25





DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	
CONTACT PERSON:	Diana Hightower
CONTACT EMAIL:	diana.hightower@18thjudicial.org

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Diana Hightower

Signature: \_\_\_\_\_

Title: Coordinator

Date: \_\_\_\_\_

4/30/25



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**File #:** JPS-P-0029-25

**Agenda Date:** 6/3/2025

**Agenda #:** 17.E.

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AWARDING RESOLUTION ISSUED TO  
THINKGARD  
TO PROVIDE BACKUP AND RECOVERY SERVICES  
FOR THE SHERIFF'S OFFICE  
(CONTRACT TOTAL AMOUNT \$368,853.50)

WHEREAS, the County of DuPage, by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*), is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement to provide backup and recovery services; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the TIPS Contract #220105, the County of DuPage will contract with ThinkGard; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to ThinkGard, to provide backup and recovery services, for the period of June 10, 2025 through November 30, 2027, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide backup and recovery services, for the period of June 10, 2025 through November 30, 2027, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to ThinkGard, 3000 Galleria Circle, Suite 1130, Hoover, AL 35244, for a contract total amount not to exceed \$368,853.50, per contract pursuant to the TIPS Contract #220105.

Enacted and approved 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: JPS-P-0029-25	RFP, BID, QUOTE OR RENEWAL #: 20250519-092137971	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$368,853.50
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$368,853.50
	CURRENT TERM TOTAL COST: \$368,853.50	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: ThinkGuard	VENDOR #:	DEPT: DuPage Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: BrittanyRademacher	VENDOR CONTACT PHONE: 15174200434	DEPT CONTACT PHONE #: 630-405-2071	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: brittany.rademacher@thinkgard.com	VENDOR WEBSITE:	DEPT REQ #:	

#### Overview

**DESCRIPTION** Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Following this incident, we have found some shortcomings in our backup system. To provide the best possible service to the Sheriff's Office, we would like to have it managed and maintained by a service, so we won't encounter problems like we have in the past. Our multiple backup locations did help with this. Still, to maintain a well-dispatched backup poster, we would need personnel to monitor the backups and perform regular tests on them, or partner with a service. We want to partner with ThinkGuard for this service.

We have approximately 50TB of data to back up and around 540 Office 365 users.

This service will provide the Sheriff's Office Servers 1 year of backups, Off-site backups on the East and West coasts, 24/7/365 monitoring and support for backs, 1-2 annual disaster recovery testing, Works with the Sheriff's Office on the Disaster recovery plan, they can do it every 5 minutes, 24 hours. Office 365 is unlimited backup storage (OneDrive, email, Teams, SharePoint). This backup is performed three times a day, and the same level of monitoring and support is provided for servers. From start to finish, it is HIPAA and CJIS compliant.

They are on the Interlocal Purchasing System (TIPS): <https://www.tips-usa.com> ThinkGard contract number: 220105

**JUSTIFICATION** Summarize why this procurement is necessary and what objectives will be accomplished

They are widely known in the government space and serve multiple local government agencies. We require a service to continuously monitor backups 24/7/365 and utilize their disaster recovery support as needed. They also collaborate with the Sheriff's Office to develop and test a disaster recovery plan annually.

### 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.

COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

### SECTION 3: DECISION MEMO

<b>SOURCE SELECTION</b>	Describe method used to select source. Their focus is on the government agency. They are part of GMIS, and multiple government agencies in the area use and they are on the TIPS contract.
<b>RECOMMENDATION AND TWO ALTERNATIVES</b>	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). If we use what we are using today we would need to hire more staff to be dedicated to monitoring, maintain, test backups.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: ThinkGuard	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Civil Department
Attn: Brittany Rademacher	Email: brittany.rademacher@thinkgard.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 3000 Galleria Circle, Suite 1130	City: Hoover,	Address: 501 N County Farm RD	City: Wheaton
State: AL	Zip: 35244	State: IL	Zip: 60187
Phone: 15174200434	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		Ship to:	
Vendor: ThinkGuard	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT Department
Attn: Brittany Rademacher	Email: brittany.rademacher@thinkgard.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 3000 Galleria Circle, Suite 1130	City: Hoover,	Address: 501 N County Farm RD	City: Wheaton
State: AL	Zip: 35244	State: IL	Zip: 60187
Phone: 15174200434	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): 11/30/2027



**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	7	EA		Backup and Recovery 24/7/365 service - Servers	FY25	1000	4404	53807		9,836.00	68,852.00
2	7	EA		Backup and Recovery 24/7/365 service - O365 (OneDrive,eMail,Sharepoint)	FY25	1000	4404	53807		1,578.50	11,049.50
3	1	EA		Office 365 Implementation Service	FY25	1000	4404	53807		250.00	250.00
4	1	EA		Server Implementation Services	FY25	1000	4404	53807		14,754.00	14,754.00
5	1	EA		Backup and Recovery 24/7/365 service - Servers	FY26	1000	4404	53807		118,032.00	118,032.00
6	1	EA		Backup and Recovery 24/7/365 service - O365 (OneDrive,eMail,Sharepoint)	FY26	1000	4404	53807		18,942.00	18,942.00
7	1	EA		Backup and Recovery 24/7/365 service - Servers	FY27	1000	4404	53807		118,032.00	118,032.00
8	1	EA		Backup and Recovery 24/7/365 service - O365 (OneDrive,eMail,Sharepoint)	FY27	1000	4404	53807		18,942.00	18,942.00
<b>FY is required, ensure the correct FY is selected.</b>										<b>Requisition Total</b>	<b>\$ 368,853.50</b>

<b>Comments</b>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. 



# DuPage County Sheriff, IL - BDRaaS Co-Managed Solution & Services

Quote created: May 19, 2025 Reference: 20250519-092137971

DuPage County Sheriff, IL  
501 N. County Farm Road  
Wheaton, Illinois 60187  
United States

Jason Snow  
jason.snow@dupagesheriff.org  
6304072072

## Comments

This proposal for DuPage County Sheriff's Office includes pricing for ThinkGard's co-managed Business Continuity & Backup and Disaster Recovery as a Service (BC-BDRaaS) solution.

### Billing Terms

June 2025 - November 2025: billed monthly at \$9,836.00

December 2025 - November 2026: billed annually at \$118,032.00

December 2026 - November 2027: billed annually at \$118,032.00

December 2027 - June 2028: the remaining pro-rated amount of contract

All applicable taxes will be assessed at time of billing.

The Interlocal Purchasing System (TIPS): <https://www.tips-usa.com>

ThinkGard contract number: 228405

# Products & Services

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## Enterprise 48 TB Appliance

48TB Appliance

2 x ~~\$21,330.00~~  
after 100% discount  
**\$0.00**

- CPU Intel Xeon Gold x2 5220R (TOTAL 48c/96t, 2.2GHz)
  - RAM: 512GB (16x32GB) ECC
  - Array: 6x18TB SAS RAID 10
  - NICs: 2x 10G, 2x 1G
  - OS Drive: 2x m.2 240GB RAID 1
  - Performance Cache: 480GB SATA SSD
  - Chassis: 2U
-

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**DataGard TBR S5-48TB**

DataGard S5-48TB Monthly Services

2 x \$4,918.00 / month  
for 3 years

Services Included in Monthly Rate:

- 1 Year Time-Based Retention in US-based datacenters (TBR)
  - Bicoastal Data Center offsite replication locations
  - Ongoing daily monitoring and management of all backup appliances:
    - Customizable local backup schedules per server (from every 5 minutes to 24 hours)
    - Experienced Support team that checks on every appliance daily
    - Initial remediation of backup errors
    - Communication with client if assistance or intervention is needed for production servers
    - Monitor daily mini disaster recovery test via screenshot verifications
    - Telephone and email on-call service available 24/7/365
    - Facilitate test restorations per request with IT staff
    - Annual Disaster Recovery testing, including cloud testing, with a DR Plan deliverable
  - Full ThinkGard Support team assistance for any restoration event:
    - 24/7 assistance during all disaster events
    - Work with client to determine the most efficient of eight (8) restoration types available to provide business continuity
    - Server loss incident management: in the event an incident occurs, ThinkGard staff will assist the organization through restoration and recovery.
    - Mounting of backup points for simple file/volume recoveries
    - Local and/or cloud virtualization in the event of server(s) loss
    - Assist in verification of 'clean' servers in the case of a ransomware attack along with identifying and confirming the possible attack window
  - 30 days of offsite virtualization, after which a fee of \$200.00 per 24 hours will incur.
-

**Implementation Services - Enterprise**

1 x \$14,754.00

The one-time fee includes:

- Preconfigure appliance(s) networking to match client environment and provide documentation for firewall configuration to communicate to the offsite Data Centers
  - Two video conferences with ThinkGard Support (more as necessary):
    - Onboarding meetings will go through process of adding server backup jobs to appliance(s) as well as provide plan to get all servers backing up to appliance(s).
    - Post-Onboarding meeting will audit the appliance(s) to make sure everything has been added to the backup solution, as well as a walkthrough of the Disaster Recovery testing process. We will provide a link to schedule your DR Test with our staff at this time.
  - Assistance in onboarding client servers to the backup appliance(s)
  - Setup of backup job alerting and reporting
  - Monitoring of onboarded servers to configure individual server's screenshot verification
  - RoundTrip option to offsite large servers to the cloud Data Center (optional)
- Shipping cost of appliance(s) to client

Monthly subtotal	\$9,836.00
One-time subtotal	\$14,754.00
after \$42,660.00 discount	
Total	\$24,590.00

**This quote expires on August 17, 2025**

This Order is entered into as of May 19, 2025 between ThinkGard, LLC a Delaware corporation ("Company") and DuPage County Sheriff, IL ("Client")

## **Order Governed by the Master Agreement**

This Order is part of, and incorporated into, the Master Agreement between DuPage County Sheriff, IL and ThinkGard, LLC and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

## **Deliverables & Services**

### **Services Onboarding**

1. Company will leverage project manager to manage the following onboarding activities:
  1. Deployment & configuration of systems, detailed in this agreement, designed for best practice.
  2. Creation of agent and installation packages for client to deploy in production environment.

## **Exclusions**

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

## **Assumptions**

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

## **Client Responsibilities**

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.

3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

## Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

## Signature

Choose a profile to start the e-signature process.

**Jason Snow**

jason.snow@dupagesheriff.org

**Nolan Griffin**

nolan@thinkgard.com

**Questions? Contact me**



**Brittany Rademacher**

Account Executive

brittany.rademacher@thinkgard.com

+15174200434

**ThinkGard**

3000 Galleria Circle, Suite 1130

Hoover, AL 35244

United States





# DuPage County Sheriff, IL - 0365

## SaaS ICR | 501-550 Users

Quote created: May 20, 2025 | Reference: 20250520-095347317

DuPage County Sheriff, IL  
501 N. County Farm Road  
Wheaton, Illinois 60187  
United States

Jason Snow  
jason.snow@dupagesheriff.org  
630.407.2072

### Comments

This proposal for DuPage County Sheriff's Office includes pricing for ThinkGard's co-managed Office 365 Backup and Disaster Recovery as a Service (BDRaaS) solution.

#### Billing Terms

June 2025 - November 2025: billed monthly at \$1,578.50

December 2025 - November 2026: billed annually at \$18,942.00

December 2026 - November 2027: billed annually at \$18,942.00

December 2027 - June 2028: the remaining pro-rated amount of contract.

All applicable taxes will be assessed at time of billing.

The Interlocal Purchasing System (TIPS): <https://www.tips-usa.com>

ThinkGard contract number: 226105

# Products & Services

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## Microsoft 365 SaaS Protection ICR | 501-550 Users

1 x \$1,578.50 / month  
for 3 years

Services include:

- Store an unlimited amount of data in the Datto Cloud.
- 3x daily point in time backup for Microsoft 365's Exchange, OneDrive, Teams and SharePoint
- Perform manual backups, as needed, at any time.
- Restore individual files or groups of files back into a user's account or export them directly to a machine.
- Preview backups by user, item and point in time snapshot.
- Comprehensive search across all M365 content.
- Security controls that include compliance with SOC 2 Type II and the ability to meet HIPAA compliance needs.
- ThinkGard manages and monitor backup data multiple times each day.

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## Implementation Services - SaaS Protection

1 x \$250.00

Deployment and optimization of entire solution.

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Monthly subtotal	\$1,578.50
One-time subtotal	\$250.00
Total	\$1,828.50

**This quote expires on August 18, 2025**

This Order is entered into as of May 20, 2025 between ThinkGard, LLC a Delaware corporation ("Company") and DuPage County Sheriff, IL ("Client")

## **Order Governed by the Master Agreement**

This Order is part of, and incorporated into, the Master Agreement between DuPage County Sheriff, IL and ThinkGard, LLC and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

## **Deliverables & Services**

### **Services Onboarding**

1. Company will leverage project manager to manage the following onboarding activities:
  1. Deployment & configuration of systems, detailed in this agreement, designed for best practice.
  2. Creation of agent and installation packages for client to deploy in production environment.

## **Exclusions**

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

## **Assumptions**

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

## **Client Responsibilities**

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.

3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

## Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

## Signature

Choose a profile to start the e-signature process.

**Jason Snow**

jason.snow@dupagesheriff.org

**Nolan Griffin**

nolan@thinkgard.com

**Questions? Contact me**



**Brittany Rademacher**

Account Executive

brittany.rademacher@thinkgard.com

+15174200434

**ThinkGard**

3000 Galleria Circle, Suite 1130

Hoover, AL 35244

United States

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 23 May 2025



www.thinkgard.com

## ThinkGard LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS  
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	3000 Galleria Circle, SUITE	NAME Charlie Martin
CITY	Hoover	PHONE (866) 839-8477
STATE	AL	FAX (866) 839-8472
ZIP	35244	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

### SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |  
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

### Overview

*ThinkGard was founded in 2013 to specialize in Backup and Disaster Recovery specifically for clients in the public sector. Since that time, we've built a strong reputation for helping to protect our clients from any number of different disaster situations that might arise (fire, flood, tornado, hurricane or cyber security event / ransomware). Our solution is flat rate so it is easy to budget for and we do everything we can to ensure you have restful nights and warm fuzzy feelings.*

**AWARDED CONTRACTS   "View EDGAR Doc" on Website**

Contract	Comodity	Exp Date	EDGAR
220105	Technology Solutions Products and Services	05/31/2027	See EDGAR Certification Doc.

**CONTACTS BY CONTRACTS**

**220105**

Kevin Fuller                      President                      (205) 910-1868                      kevin@thinkgard.com



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	ThinkGard, a Division of VC3, Inc.
CONTACT PERSON:	Nolan Griffin
CONTACT EMAIL:	Nolan@thinkgard.com

### **Section II: Procurement Ordinance Requirements**

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes  
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

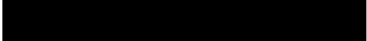
The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Nolan Griffin

Signature: 

Title: Regional Vice President of Sales

Date: 5/27/25



## Public Works Requisition \$30,000 and Over

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

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**File #:** PW-P-0014-25

**Agenda Date:** 6/3/2025

**Agenda #:** 19.A.

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AWARDING RESOLUTION ISSUED TO  
NATIONWIDE HAUL, LLC  
FOR A STAINLESS STEEL TANKER TRAILER  
FOR PUBLIC WORKS  
(CONTRACT TOTAL AMOUNT \$94,143)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Nationwide Haul, LLC, for a stainless steel tanker trailer, for the period of June 10, 2025 through November 30, 2025, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that said contract is for a Stainless Steel Tanker Trailer, for the period of June 10, 2025 through November 30, 2025, for Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Nationwide Haul, LLC., 2221 NW 22nd Street, Pompano Beach, Florida 33069, for a contract total amount not to exceed \$94,143, per lowest responsible bid #25-059-PW.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: 25-1387	RFP, BID, QUOTE OR RENEWAL #: 25-059-PW	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$94,143.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$94,143.00
	CURRENT TERM TOTAL COST: \$94,143.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Nationwide Haul, LLC	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Pablo Rodriguez	VENDOR CONTACT PHONE: 305-632-1017	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: pablo@nationwidehaul.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Nationwide Haul LLC, for one (1) stainless steel tanker trailer, for Public Works, for the period of June 10, 2025, to November 30, 2025, for a total contract amount not to exceed \$94,143, per lowest responsible bid #25-059-PW.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished A new tanker trailer is needed for sludge hauling between the Knollwood Wastewater Treatment Plant and the Woodridge Greene Valley Wastewater Treatment Plant due to a trailer showcasing pinhole leaks. This tanker was evaluated and is in need of replacement.			

### 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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
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).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Nationwide Haul, LLC	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Pablo Rodriguez	Email: pablo@nationwidehaul.com	Attn: Magda Leonida-Padilla	Email: pwaccountspayable@dupagecount y.gov
Address: 2221 NW 22nd Street	City: Pompano Beach	Address: 7900 S. Rt. 53	City: Woodridge
State: FL	Zip: 33069	State: IL	Zip: 606517
Phone: 305-632-1017	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as Above	Vendor#: Same as Above	Dept: Same as Above	Division: Same as Above
Attn:	Email:	Attn:	Email:
Address:	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): Jun 10, 2025	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Drew Cormican			

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		Stainless Steel Tanker Trailer	FY25	2000	2555	54110		94,143.00	94,143.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 94,143.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

## BID PRICING FORM

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	25-059-PW
COMPANY NAME:	Nationwide Haul LLC
CONTACT PERSON:	Pablo M. Rodriguez
CONTACT EMAIL:	pablo@nationwidehaul.com

### **Section II: Pricing**

All goods are to be shipped F.O.B. Destination.

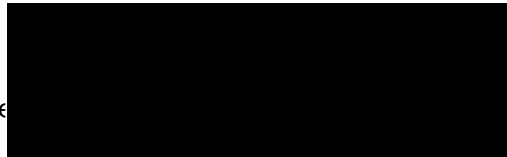
NO.	ITEM	UOM	QTY	PRICE
1	Stainless Steel Tanker Trailer	EA	1	\$ 94,143.00
<b>GRAND TOTAL</b> (In words) Ninety-four thousand one hundred forty-three / US Currency				

### **Section III: Certification**

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Pablo M. Rodriguez

Signature



Title: OEM Sales & BID Specialist

Date: May 13th, 2025



## MANDATORY FORM

### **Section I: Contact Information**

Complete the contact information below.

BID NUMBER:	25-059-PW
COMPANY NAME:	Nationwide Haul LLC
MAIN ADDRESS:	2221 NW 22nd Street
CITY, STATE, ZIP CODE:	Pompano Beach, FL 33069
TELEPHONE NO.:	754-277-4140 / 305-632-1017 Primary
BID CONTACT PERSON:	Pablo M. Rodriguez
CONTACT EMAIL:	pablo@nationwidehaul.com

### **Section II: Contract Administration Information**

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Nationwide Haul LLC	NAME:	Nationwide Haul LLC
CONTACT:	Pablo M. Rodriguez	CONTACT:	Pablo M. Rodriguez
ADDRESS:	2221 NW 22nd Street	ADDRESS:	2221 NW 22nd Street
CITY, ST., ZIP:	Pompano Beach, FL 33069	CITY, ST., ZIP:	Pompano Beach, FL 33069
PHONE NO.:	305-632-1017	PHONE NO.:	305-632-1017
EMAIL:	pablo@nationwidehaul.com	EMAIL:	pablo@nationwidehaul.com

### **Section III: Certification**

The undersigned certifies that they are:

- ☐ The Owner or Sole Proprietor      ☒ A Member authorized to sign on behalf of the Partnership      ☐ An Officer of the Corporation      ☐ A Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Mr. Derek C. Madon - Managing Partner

(President or Partner)

Mr. Tracy Madon - Managing Partner

(Vice-President or Partner)

Mr. Patrick Brooks

(Secretary or Partner)

Mr. Ociel Corado

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Pablo M. Rodriguez

Signature: \_\_\_\_\_

Title: OEM Sales & BID Specialist - Authorized Signator Date: May 13th, 2025





THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
STAINLESS STEEL TANKER TRAILER 25-059-PW  
BID TABULATION



NO.	ITEM	UOM	QTY	Nationwide Haul LLC	Stuart Tank Sales, Corp.	Tiles in Style LLC
				PRICE	PRICE	PRICE
1	Stainless Steel Tanker Trailer	EA	1	\$ 94,143.00	\$ 100,500.00	\$ 128,800.00

NOTES

Bid Opening 5/14/2025 @ 2:30 PM	BR, HK
Invitations Sent	54
Total Vendors Requesting Documents	1
Total Bid Responses	3



## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-059-PW
COMPANY NAME:	Nationwide Haul LLC
CONTACT PERSON:	Pablo M. Rodriguez
CONTACT EMAIL:	pablo@nationwidehaul.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)


The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Pablo M. Rodriguez

Signature: 

Title: OEM Sales & BID Specialist

Date: May 13th, 2025



## Facilities Management Requisition Over \$30K

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

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**File #:** FM-P-0027-25

**Agenda Date:** 6/3/2025

**Agenda #:** 19.B.

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AWARDING RESOLUTION  
ISSUED TO ASHLAND DOOR SOLUTIONS LLC  
TO PROVIDE DOOR MAINTENANCE, DOOR SALES  
AND INSTALLATION  
FOR FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$45,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales and installation, as needed for County Facilities, for the period July 19, 2025 through July 18, 2026, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide door maintenance, door sales and installation, as needed for County Facilities, for the period July 19, 2025 through July 18, 2026, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Ashland Door Solutions LLC, 185 Martin Lane, Elk Grove Village, IL 60007, for a contract total amount not to exceed \$45,000.00, per renewal option under bid award #23-080-FM. Second of three options to renew.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: 25-1342	RFP, BID, QUOTE OR RENEWAL #: 23-080-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$165,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Ashland Door Solutions LLC	VENDOR #: 22435	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Denise Boyd	VENDOR CONTACT PHONE: 773-348-5106 x102	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: denise@ashlanddoor.com	VENDOR WEBSITE:	DEPT REQ #:	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales and installation, as needed for County facilities, for Facilities Management, for the period July 19, 2025 through July 18, 2026, for a contract total amount not to exceed \$45,000, per renewal option under bid award #23-080-FM. Second of three options to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Facilities Management requires door hardware, doors, frames and parts to repair and replace worn doors, door hardware and services to install new doors, frames and hardware in order to maintain security and to ensure the integrity of the County facilities building envelope			

### 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.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ashland Door Solutions LLC	Vendor#: 22435	Dept: Facilities Management	Division:
Attn: Denise Boyd	Email: denise@ashlanddoor.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 185 Martin Lane	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ashland Door Solutions LLC	Vendor#: 22435	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 2510 N. Ashland Avenue	City: Chicago	Address: various locations	City: Wheaton
State: IL	Zip: 60614	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 19, 2025	Contract End Date (PO25): Jul 18, 2026

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	LO		Material & Supplies	FY25	1000	1100	52270		500.00	500.00
2	1	LO		Labor & Miscellaneous Services	FY25	1000	1100	53300		22,000.00	22,000.00
3	1	LO		Material & Supplies	FY26	1000	1100	52270		500.00	500.00
4	1	LO		Labor & Miscellaneous Services	FY26	1000	1100	53300		22,000.00	22,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 45,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide door maintenance, door sales and installation, as needed for County facilities, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 06/03/25    County Board: 06/10/25
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
DOOR MAINTENANCE, DOOR SALES, AND INSTALLATION 23-080-FM  
BID TABULATION

				ASHLAND DOOR SOLUTIONS		UNITED DOOR AND DOCK LLC		BUILDERS CHICAGO CORPORATION		MR. HANDYMAN WHEATON-HINSDALE	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00	\$ 139.00	\$ 13,900.00	\$ 140.00	\$ 14,000.00	\$ 157.00	\$ 15,700.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00	\$ 189.00	\$ 1,512.00	\$ 183.00	\$ 1,464.00	\$ 235.00	\$ 1,880.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00	\$ 195.00	\$ 1,560.00	\$ 215.00	\$ 1,720.00	NO BID	
NO.	ITEM	VALUE		MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE
4	Von Duprin	\$5,000		-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00
5	Schlage	\$5,000		-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00
6	Adams Rite	\$5,000		-25%	\$ 3,750.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00
7	LCN	\$5,000		-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00
8	Sargent	\$2,000		-25%	\$ 1,500.00	20.00%	\$ 2,400.00	20.00%	\$ 2,400.00	30.00%	\$ 2,600.00
9	Folger Adams	\$2,000		-25%	\$ 1,500.00	20.00%	\$ 2,400.00	20.00%	\$ 2,400.00	30.00%	\$ 2,600.00
10	Curries	\$10,000		-20%	\$ 8,000.00	20.00%	\$ 12,000.00	20.00%	\$ 12,000.00	20.00%	\$ 12,000.00
11	Steelcraft	\$15,000		-20%	\$ 12,000.00	20.00%	\$ 18,000.00	20.00%	\$ 18,000.00	20.00%	\$ 18,000.00
12	Roton	\$500		-15%	\$ 425.00	20.00%	\$ 600.00	20.00%	\$ 600.00	40.00%	\$ 700.00
13	Hager	\$1,000		-15%	\$ 850.00	20.00%	\$ 1,200.00	20.00%	\$ 1,200.00	30.00%	\$ 1,300.00
14	Other Door & Frame Manufactures	\$20,000		-20%	\$ 16,000.00	20.00%	\$ 24,000.00	20.00%	\$ 24,000.00	20.00%	\$ 24,000.00
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
15	Service/Mobilization/Carriage Charge per Job	EA	5	\$ 115.00	\$ 575.00	\$ 75.00	\$ 375.00	\$ 100.00	\$ 500.00	\$ 245.00	\$ 1,225.00
16	Labor Charge for Door & Frame Installation	HR	80	\$ 165.00	\$ 13,200.00	\$ 139.00	\$ 11,120.00	\$ 140.00	\$ 11,200.00	\$ 157.00	\$ 12,560.00
GRAND TOTAL					\$ 91,670.00		\$ 113,067.00		\$ 113,484.00		\$ 118,565.00

NOTES

Bid Opening 6/13/2023 @ 2:30 PM	
Invitations Sent	24
Total Vendors Requesting Documents	2
Total Bid Responses	4





## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Ashland Door Solutions LLC located at 185 Martin Lane, Elk Grove Village, IL 60007, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-080-FM which became effective on 7/19/2023 and which will expire 7/18/2025. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 7/18/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

Denise Boyd

PRINTED NAME

V.P. Operations

PRINTED TITLE

5-14-2025

DATE

SIGNATURE

Sara Rogers

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

### SECTION 7 - BID FORM PRICING

Bidder shall provide pricing for Sections 1 – 3. Hourly rates shall include overhead. Quantity listed are canvassing quantities. Goods shall be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	RATE	EXTENDED PRICE
<b>SECTION 1: Hourly Rates</b>					
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00
NO.	ITEM		VALUE	MARKUP/DISCOUNT OF ADJUSTMENT (-, +) %	EXTENDED PRICE
<b>Section 2: Materials &amp; Supplies</b> Fabrication of doors or frames that is subcontracted shall be pre-approved by the County and Contractor's markup shall be 5%.					
4	Von Duprin		\$5,000	% 15	\$ 4,250.00
5	Schlage		\$5,000	% 15	\$ 4,250.00
6	Adams Rite		\$5,000	% 25	\$ 3,750.00
7	LCN		\$5,000	% 15	\$ 4,250.00
8	Sargent		\$2,000	% 25	\$ 1,500.00
9	Folger Adams		\$2,000	% 25	\$ 1,500.00
10	Curries		\$10,000	% 20	\$ 8,000.00
11	Steelcraft		\$15,000	% 20	\$ 12,000.00
12	Roton		\$500	% 15	\$ 425.00
13	Hager		\$1,000	% 15	\$ 850.00
14	Other Door & Frame Manufacturers		\$20,000	% 20	\$ 16,000.00
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
<b>SECTION 3: Miscellaneous Services</b>					
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00
16	Labor Charge for Door & Frame Installation	HR	80	\$ 165.00	\$ 13,200.00
<b>GRAND TOTAL</b>					<b>\$ 91,670.00</b>
<b>GRAND TOTAL</b> (In words) <b>Ninety One Thousand, Six Hundred and Seventy Dollars, Zero Cents</b>					



SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X

(Signature and Title)

VP Operations

CORPORATE SEAL  
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

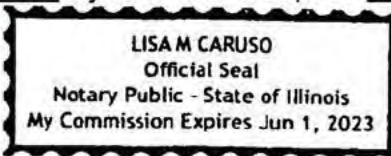
Subscribed and sworn to before me this 31<sup>st</sup> day of May AD, 2023

Signature on File

(Notary Public)

My Commission Expires:

6-1-23



SEAL

**SECTION 9 - MANDATORY FORM  
DOOR MAINTENANCE, DOOR SALES, AND INSTALLATION 23-080-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	<b>Ashland Door Solutions</b>		
Main Business Address	<b>185 Martin Lane</b>		
City, State, Zip Code	<b>Elk Grove Village, IL 60007</b>		
Telephone Number	<b>773-348-5106 x 102</b>	Email Address	<b>denise@ashlanddoor.com</b>
Bid Contact Person	<b>Denise Boyd</b>		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor     
 ☒ a Member authorized to sign on behalf of the Partnership     
 ☐ an Officer of the Corporation     
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

**Anne Gruber**

*Signature on File*

(President or Partner)

(Vice-President or Partner)

**James Gruber**

*Signature on File*

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.



Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	<b>Ashland Door Solutions</b>	NAME	<b>Ashland Door Solutions</b>
CONTACT	<b>Denise Boyd</b>	CONTACT	<b>Denise Boyd</b>
ADDRESS	<b>185 Martin Lane</b>	ADDRESS	<b>2510 N Ashland Avenue</b>
CITY ST ZIP	<b>Elk Grove Village, IL 60007</b>	CITY ST ZIP	<b>Chicago, IL 60614</b>
TX	<b>773-348-5106 x 102</b>	TX	<b>773-348-5106 x 102</b>
FX		FX	
EMAIL	<b>denise@ashlanddoor.com</b>	EMAIL	<b>denise@ashlanddoor.com</b>
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road 2-700 Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: Mary.Ventrella@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED  
(FREIGHT INCLUDED IN PRICE)



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-080-FM
COMPANY NAME:	Ashland Door Solutions
CONTACT PERSON:	Denise Boyd
CONTACT EMAIL:	denise@ashlanddoor.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Denise Boyd

Signature: 

Title: V.P. Operations

Date: 5-14-2025



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**File #:** FM-P-0028-25

**Agenda Date:** 6/3/2025

**Agenda #:** 19.C.

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AWARDING RESOLUTION  
ISSUED TO CARBON SOLUTIONS GROUP SREC, LLC  
FOR ENROLLMENT AND PARTICIPATION IN  
THE ILLINOIS SHINES ADJUSTABLE BLOCK GRANT PROGRAM  
(ESTIMATED GROSS REVENUE PAID TO COUNTY: APPROXIMATELY \$177,494.56)

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized the County of DuPage (COUNTY) to perform various public functions and to provide essential governmental services for the benefit of its residents, property owners, and businesses; and

WHEREAS, the General Assembly has specifically authorized the County to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106 *et. seq.*; and

WHEREAS, the COUNTY previously awarded Resolution/Contract No. FM-P-00043-23 to Windfree Wind & Solar Energy Design Co., for the installation of the solar photovoltaic array on the roof of the DuPage County Administration Building, located at 421 N. County Farm Road, Wheaton, IL 60187; and

WHEREAS, there currently exists an Illinois Shines Adjustable Block Grant Program (hereinafter the "Illinois Shines Program") which incentivizes solar projects by purchasing Renewable Energy Credits ("RECs") generated by participating Distributed Generation and Community Solar projects; and

WHEREAS, pursuant to COUNTY's previously awarded Resolution/Contract No. FM-P-00043-23, the COUNTY agreed to retain Carbon Solutions Group SREC, LLC, an Illinois Shines Adjustable Block Grant Program Approved Vendor, to enroll the County in the Illinois Shines Adjustable Block Grant Program and to sell the COUNTY's RECs; and

WHEREAS, Carbon Solutions Group SREC, LLC and the COUNTY have negotiated the attached AGREEMENT to enroll the COUNTY in the Illinois Shines Adjustable Block Grant Program and to sell the COUNTY's RECs over the next fifteen (15) years; and

WHEREAS, pursuant to said AGREEMENT, the COUNTY will initially provide Carbon Solutions Group SREC, LLC a one-time payment totaling \$12,049.82, which includes a one-time application fee (\$2,666.00) and a required utility collateral fee (\$9,383.82); and

WHEREAS, it is currently expected that the COUNTY's application for enrollment into the Illinois Shines Adjustable Block Grant Program will take 12-18 months to process; and

WHEREAS, after enrollment into the Illinois Shines Adjustable Block Grant Program, during the term of the AGREEMENT, the COUNTY is estimated to receive gross revenue from the sale of its RECs totaling approximately \$177,494.56 over fifteen (15) years, resulting in an approximate net revenue of \$165,444.74,



with payments to be made to the COUNTY on a quarterly basis; and

WHEREAS, the Public Works Committee therefore recommends that the County Board approve the attached AGREEMENT with Carbon Solutions Group SREC, LLC for the COUNTY's enrollment and participation in Illinois Shines Adjustable Block Grant Program, with a term not to exceed a 16 ½ year period from June 10, 2025, through November 30, 2041.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Carbon Solutions Group SREC, LLC is hereby accepted and approved for a period not to exceed 16 ½ years from June 10, 2025, through November 30, 2041, and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution to Global Solutions Group SREC, LLC, Attn: Rhett Gopaul, 2045 W. Grand Ave, Ste B, PMB #58751, Chicago, IL 60612 and to the Facilities Management Department.

Enacted and approved this 10<sup>th</sup> day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: 25-1355	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$177,494.56
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$177,494.56
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Carbon Solutions Group SREC, LLC	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Joy Hinz
VENDOR CONTACT: Rhett Gopaul	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: x6753	DEPT CONTACT EMAIL: joy.hinz2@dupagecounty.gov
VENDOR CONTACT EMAIL: rgopaul@carbonsolutionsgroup.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation to award a contract to Carbon Solutions Group SREC, LLC for participation in the Illinois Shines Adjustable Block Grant Program, which provides payments in exchange of Renewable Energy Credits (RECS) for (15) fifteen years, for approximately \$177,497.56, for a period from June 10, 2025, through November 30, 2041, selected through Other Professional Services under bid award #22-118-FM. (Revenue paid to County)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Revenue to the County for Participation in the Illinois Shines Adjustable Block Grant Program.			

### 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 PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Carbon Solutions Group SREC, LLC was selected through Other professional services under bid award #22-118-FM.
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) Approve agreement with Carbon Solutions Group SREC, LLC for participation in the Illinois Shines Adjustable Block Grant Program and generate approximately \$177,494.56 in net revenue. 2) Do not approve the agreement and do not participate in the Illinois Shines Adjustable Block Grant Program resulting in zero revenue.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Carbon Solutions Group SREC, LLC	Vendor#:	Dept: Facilities Management	Division:
Attn: Rhett Gopaul	Email: rgopaul@carbonsolutionsgroup.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 2045 W. Grand Ave. Ste B, PMB #58751	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60612	State: IL	Zip: 60187
Phone: 312-971-6245	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email: fmaccountspayable@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Rd. Room 2-700	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): Nov 30, 2041

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1											0.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 0.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Revenue to DuPage County for Participation in the Illinois Shines Adjustable Block Grant Program
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 6/3/25    CB: 6/10/25
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**Carbon Solutions SREC**  
2045 W Grand Ave. Ste B. PMB #58751  
Chicago, IL 60612  
[SREC@carbonsolutionsgroup.com](mailto:SREC@carbonsolutionsgroup.com)  
[srec.carbonsolutionsgroup.com](http://srec.carbonsolutionsgroup.com)

## **SREC Aggregation and Purchase Agreement for the Illinois Adjustable Block Program**

### **Parties**

The parties to this Renewable Energy Certificate Purchase Agreement ("Agreement") are: "Seller," listed as the System Owner in Cover Sheet A and "Buyer," which is Carbon Solutions SREC LLC.

The above named entities, referred to collectively as the "Parties" to this contract and individually as a "Party," wish to agree to the following:

These General Terms and Conditions are intended to facilitate the purchase and sale of Renewable Energy Credits ("RECs") from photovoltaic solar systems in accordance with Illinois Adjustable Block Program ("ABP"). The ABP terms, provisions, and supporting documents are outlined on the ABP Website: <http://illinoisabp.com/>. Unless defined differently in this Agreement terms and definitions for this contract are consistent with the ones listed in the Illinois Power Agency ("IPA") Act and in the Program Guidebook listed on the ABP Website.

The Seller certifies that it has exclusive rights to the RECs produced by the distributed generation renewable energy system ("the System") described in Appendix A from which the Buyer has agreed to purchase renewable energy credits under the Agreement.

Seller certifies the system is eligible for compliance with the ABP. Seller warrants, as of the Effective Date and for the ongoing term of the contract, that the System meets all the requirements of the ABP for compliance. The ABP contained within the Illinois Renewable Portfolio Standard, as established under [20 ILCS 3855/1-75, is](#) the Applicable Program under this Agreement. Seller further certifies the following:

- Seller has received and reviewed the Illinois ABP Brochure (as noted in System Owner/Host Certifications);
- Seller has reviewed and signed the Illinois ABP Standard Disclosure Form (as noted in System Owner/Host Certifications);
- All Part I System information and supporting documentation has been provided to the Buyer;
- All Part II System information and supporting documentation have been or will be provided to the Buyer upon energization;
- The System is not and will not be a generating unit whose costs are being recovered through rates regulated by Illinois or any other state or states, as required by Section 1-75(c)(1)(J) of the IPA Act;
- The System is a new generating unit such that the Date of Final Interconnection Approval did not occur before June 1, 2017, as required by Section 1-75(c)(1)(K) of the IPA Act;
- The System has been installed by Qualified Persons in compliance with Section 16-128A of the Public Utilities Act and any rules or regulations adopted thereunder, as required by Section 1-75(c)(7) of the IPA Act;

**CARBON SOLUTIONS SREC** | 515 N State | Chicago, IL 60654 | 312.971.6245  
[SREC.carbonsolutionsgroup.com](http://SREC.carbonsolutionsgroup.com)

- The System has been or will be installed by a company with current Distributed Generation Installer certification from the Illinois Commerce Commission ("ICC"). (<https://www.icc.illinois.gov/Electricity/authorities/DistributedGenerationCertification.aspx>);
- The System meets the definition of the Class of Resource indicated in Cover Sheet A and meets the requirements specified in the IPA Act or rules promulgated by the ICC for the designated Class of Resource;
- The System is interconnected at the distribution system level in Illinois with the electric facilities of Ameren Illinois Company, Commonwealth Edison Company, MidAmerican Energy Company, Mt. Carmel Public Utility Co., or a "municipal utility" as defined in Section 3-105 of the Illinois Public Utilities Act, or a "rural electric cooperative" as defined in Section 3-119 of the Illinois Public Utilities Act;
- The System is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load; and
- The System's Nameplate Capacity (AC rating) is no more than 2,000 kW (2 MW).

This Agreement is contingent on the System's acceptance into the ABP. The Seller acknowledges that all of the terms and conditions in the Agreement are contingent upon the System being accepted and approved by the IPA or its designee and subsequent approval by the ICC and inclusion within the assigned utility's ABP Renewable Energy Credit Agreement "Utility Agreement."

#### Article 1. Definitions:

**Additional Collateral:** Collateral (in addition to the 5% Collateral required by the IPA) paid to Buyer for the purpose of protecting Buyer from Seller's failure to deliver contracted RECs. Unused Additional Collateral will be returned to Seller at the end of the Agreement.

**Application:** The System's application submitted to the Program Administrator for the ABP.

**ICC Contract Approval:** The approval of the System's Application by the Program Administrator and subsequent approval by the ICC.

**Agency:** The Illinois Power Agency (see 20 ILCS 3855)

**Ameren Illinois:** Ameren Illinois Company

**Approved Vendor:** An entity approved by the Program Administrator to submit project applications to the ABP and act as counterparty to the ABP contracts with the utilities.

**Batch:** The minimum size of a submission to the ABP, normally 100 kW with exceptions for the first submission of certain Approved Vendors.

**Block:** A defined size of program capacity with a defined level of incentives that declines at a rate of 4% per each new block as capacity is enrolled.

**Buyer Approved Vendor Fee:** Fee charged by Buyer for services under this contract as listed in Cover Sheet A.

**Category:** A classification based on a system size and type. The program has three categories: Small Distributed Generation (DG) for DG systems 10 kW AC and below, Large Distributed Generation for DG systems above 10 kW AC up to 2 MW AC in size, and Community Solar for community solar projects up to 2 MW in size.

**Class of Resource:** Type of generating resource as defined by the ABP. For this agreement all systems shall be DG Solar or Community Solar (as defined in the Community Solar Addendum).

**Collateral:** The performance assurance required for each System. This includes at a minimum 5% of the Total Contract Value. It also includes Additional Collateral as required by the Buyer and defined in Cover Sheet B.

**Collateral Drawdown:** Occurs when the System does not meet or exceed the delivery schedule in Cover Sheet C.

**ComEd:** Commonwealth Edison Company

**Contracting Utility:** Utility that the System's Application is assigned to by the IPA and or its designee.

**Default or Event of Default:** A Default or Event of Default shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following: (1) a Party materially breaches any or all of its obligations and such breach is not cured within the specified number of days relating to that breach as described in this Agreement, or, if no cure period is specified, such breach is not cured within twenty (20) Business Days of receiving written notice of such breach from the other Party; (2) any representation, warranty, or covenant made by a Party in Article 8 of this Agreement proves to have been misleading or false in any material respect when made; (3) a Party becomes Bankrupt; (4) Seller executes a contract to sell any RECs within the Delivery Term up to the Maximum Contract Quantity from the System to any other buyer; (5) Seller makes any public claims inconsistent with Section 4.1.7 of this Agreement, or (6) Seller fails to satisfy any or all of the conditions set forth in Article 4 or Article 8.

**Distributed Generation (DG):** A system which is located on-site, behind a customer's meter, and used primarily to offset a single customer's load; it cannot exceed 2,000 kW AC in size.

**Energized System:** A system which is complete, has received a utility permission to operate, and has completed and received approval of Part II of the program application.

**Environmental Attribute:** An aspect, claim, characteristic or benefit associated with the generation of a quantity of electricity by a Renewable Energy Facility, other than the electric energy produced, and that is capable of being measured, verified or calculated. An Environmental Attribute may include one or more of the following identified with a particular megawatt hour of generation by a Renewable Energy Facility designated prior to delivery: the Renewable Energy Facility's use of a particular Renewable Energy Source, avoided NOX, SOX, CO2 or greenhouse gas emissions, avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of Applicable Law in order to site and develop the Renewable Energy Facility itself) or as otherwise defined under the ABP, or as agreed by the Parties. Environmental Attributes do not include production or investment tax credits, other federal, state or local tax benefits, incentives or deductions, or other direct third-party subsidies for generation of electricity by the designated System(s), all of which credits, benefits, incentives, deductions or subsidies are reserved exclusively to the owner of the designated System.

**Final Contract Value:** Final Agreement Purchase Price paid by the Contracting Utility to Buyer calculated after any changes are made to Final System Size or other specifications and calculated using the Total Contract Value assigned to the System's approved ABP Application.

**Final Purchase Price:** This is the price paid by Buyer to Seller under this Agreement adjusted, if necessary, for final installed System specifications (such as Final System Size and accepted Block value).

**Final System Size or Final Installed Capacity:** The AC nameplate capacity of the System after installation and energization, measured by the aggregate inverter nameplate rating.

**Group:** One of the two Block Groups used to classify a system based on location. The Groups are:

Group A – Ameren Illinois, MidAmerican, Mt. Carmel, Rural Electric Cooperatives, and Municipal Utilities located in MISO

Group B – ComEd, and Rural Electric Cooperatives, and Municipal Utilities located in PJM

**ICC:** Illinois Commerce Commission (see 220 ILCS 5); the State Agency charged with regulating public utilities in Illinois, as well as approving aspects of the ABP.

**IPA:** Illinois Power Agency; the State Agency charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities.

**Interconnection Agreement:** An agreement with the utility to interconnect the System to the utility's distribution system.

**Large DG:** A distributed generation system larger than 25kW AC, up to 5MW AC

**M-RETS:** The Midwest Renewable Energy Tracking System. This is an entity independent from the State of Illinois, IPA, ICC, and the ABP. It is one of two tracking registries, which along with PJM-GATS can be used to track creation, transfer, and retirement of RECs. More information can be found at the M-RETS website at <https://www.mrets.org/>

**Master Agreement:** SREC Aggregation and Purchase Agreement for the Illinois Adjustable Block Program, i.e. this document.

**MidAmerican:** MidAmerican Energy Company

**Mt. Carmel:** Mt. Carmel Public Utility Company

**Notice to Energize:** Notification made to Buyer by Seller or Seller's Installer that system has been energized made through Buyer's Portal or email.

**Net Metering:** A provision in an electric utility's tariff that allows for crediting a customer's bill for all or some of the production of a DG or community solar facility which has been exported to the distribution grid.

**Non-ministerial Permit:** A permit in which one or more officials consider various factors and exercise some discretion in deciding whether to issue (typically with conditions) or deny the permit.

**New System Owner:** An entity that purchases or otherwise acquires ownership of a System from the Seller. The New System owner will become the "Seller" after acquiring ownership of the System.

**Part I:** The initial application to the ABP which contains detailed information on the System and its location. Part I approval results in an ICC approved contract with one of the distribution utilities. A system must be energized within 12 months (18 months for community solar projects) after this contract is approved.

**Part II:** The second part of the application to the ABP completed after energization, demonstrating completion of the project in accordance with the Part I parameters approved.

**Performance Call:** A request by Buyer for collateral to be paid by Seller. This request will be made when a Collateral Drawdown occurs.

**PJM-GATS:** The PJM Environmental Information Service generation attribute tracking system. This is an entity independent from the State of Illinois, IPA, ICC, and the ABP. It is one of two tracking registries, which along with M-RETS can be used to track creation, transfer, and retirement of RECs. More information can be found at the PJM-GATS website at <https://www.pjm-eis.com>.

**Program Administrator:** The IPA's designee responsible for running day to day operations of the ABP. InClima has been designated the Program Administrator.

**Project:** A solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. (Same as "System")

**Projected Purchase Price:** Price indicated in Cover Sheet A. This is the price to Seller after fees have been taken out, but not before bonding has been withheld (if bonding is withheld from payment). This price is subject to change before becoming the Final Purchase Price if system specifications change between the issuance of Cover Sheet A and the System's installation and energization. If the ABP Block the System is accepted in has a lower price than listed in Cover Sheet A the Final Purchase price will also reflect the lower block price and therefore differ from the Projected Purchase Price.



**Qualified Person:** "Qualified person" means a person who performs installations on behalf of the certificate holder and who has either satisfactorily completed at least five installations of a specific distributed generation technology or has completed at least one of the following programs requiring lab or field work and received a certification of satisfactory completion: an apprenticeship as a journeyman electrician from a DOL registered electrical apprenticeship and training program; a North American Board of Certified Energy Practitioners (NABCEP) distributed generation technology certification program; an Underwriters Laboratories (UL) distributed generation technology certification program; an Electronics Technicians Association (ETA) distributed generation technology certification program; or an Associate in Applied Science degree from an Illinois Community College Board approved community college program in the appropriate distributed generation technology. To be considered a "qualified person", the experience and/or training relied upon must be with the same type of distributed generation technology for which the qualification status is sought.

**Renewable Energy Credit (REC):** The environmental attributes represented by 1 MWh of electricity generated by a renewable generator. Any REC subject to this Agreement must be eligible for use in the ABP.

**Renewable Portfolio Standard:** A law which requires a certain portion of the electricity served by investor owned utilities in a state to come from renewable generation.

**Small DG:** A distributed generation system less than or equal to 10 kW in size.

**System:** A solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. (Same as "Project")

**Total Contract Value:** This is the total price paid by the Contracting Utility for RECS from the System before collateral or fees are withheld.

**Website or Portal:** Buyer's website: <https://portal.carbonsolutionsgroup.com>

## Article 2. Terms

**2.1. Term of Agreement.** This Agreement shall commence as of the Effective Date and shall remain in effect until the Delivery Term End Date or, in the case that the Delivery Term End Date is extended beyond the Initial Delivery Term; two (2) years after the end of the final Delivery Term End Date Extension period. Alternatively, the Term of the Agreement may end upon the termination of the Agreement in accordance with its terms (the "Term of the Agreement"). Earlier termination of this Agreement may occur as a result of the execution by the Parties of an additional agreement.

**2.2. Initial Delivery Term.** The initial Delivery Term shall commence on the Delivery Term Start Date and end on the Delivery Term End Date and this shall constitute the full Term of the Agreement. Unless modified in accordance with Section 2.4, the Delivery Term will end the last day of the one-hundred eightieth (180th) month after the date on which the initial REC delivery has been completed from the System. Buyer is not obligated to purchase any RECs delivered to Buyer's account after the Delivery Term End Date. The Seller and the Buyer may enter into an extension or a second contract after the Delivery Term End Date to market the Seller's RECs beyond those contracted for.

**2.3. Delivery Term Start Date.** The Delivery Term Start Date is the date the first REC delivery under this contract is made to the Contracting Utility. This delivery will be made after the System is registered in either the PJM-GATS or M-RETS tracking registry. For systems larger than 5 kW AC, the first REC must be delivered within 90 days of the date the System is energized and registered in GATS or M-RETS. For Systems smaller than 5 kW AC, 180 days for the first REC delivery will be allowed.

**2.4. Delivery Term End Date Extension.** The Delivery Term End Date shall be extended by five (5) calendar years (1) for each Delivery Year Shortfall as defined in Cover Sheet C and Section 5.5.5, or (2) in the event Seller's default. The Delivery Term End Date shall also be extended by one (1) year as set forth in Section 3.6 and Section 5.5.8. In situations where the Delivery Term End Date is extended ("Extended Term") beyond the initial Term of the Agreement, all rights shall convey to Buyer as described in Section 7.3 during such Extended Term(s). Each extension shall be expressly additive in nature insofar as multiple extensions for remedy of the above referenced sections shall be sequential and successive.

2.5. **Delivery Date.** Seller must send or maintain access for Buyer to obtain meter reads from a meter meeting the requirements listed in Section 3.5 of this contract for the duration of the Term of the Agreement. Meter reads must be sent or available monthly for the duration of the Term from the 1st to the 15th of each calendar month.

2.6. **Delivery Term End Date.** Unless modified in accordance with Section 2.4, the Delivery Term will end the last day of the one-hundred eightieth (180th) month after the date on which the initial REC delivery has been completed from the System. Buyer is not obligated to purchase any RECs generated by the System after the Delivery Term End Date. In the event of an extended delivery compensation for any RECs will solely be made according to Section 7.3.

### Article 3. System

3.1. **RECs only from System.** Buyer will only purchase RECs from the System that is identified in Cover Sheet A. RECs that are not from the System will not be accepted by Buyer unless expressly agreed upon by the Parties.

3.2. Omitted.

3.3. **Installation Consistent with Description.** The System is required to have been Installed consistent with the description set forth in Cover Sheet A of this Agreement. Any modifications to the System from that described in Cover Sheet A must be accepted and approved by the IPA or the IPA's Designee and must adhere to the rules of this Agreement.

3.3.1 **Co-Location of Systems.** The total capacity of DG Systems enrolled in the ABP at a customer's location will be considered a single System. (For example, three 100 kW systems at a single location will be considered a single 300 kW system.) For purposes of determining the System's REC price, a System's location is considered to be (a) a single building (regardless of the number of utility accounts at the location) for rooftop installations and (b) a single property parcel for ground-mounted systems (if a property had both rooftop and ground-mounted systems, it will be considered a single system). Additionally, systems located on multiple different rooftops on the same parcel will be considered a single System if each system is owned by the same entity or its affiliates.

If two or more projects on one parcel are separately owned and serve to offset the load of separate entities, then in order to have these arrays considered as separate projects, Seller must provide proof that the occupants are not affiliated entities, and each has a separate utility meter and separate utility billing and the IPA must confirm and accept the systems as separate.

3.4. **Tracking Registration and Energized Date.** The System must be completely installed in compliance with IPA rules, energized and registered with the tracking system (PJM-EIS GATS or M-RETS) in accordance to the following Deadlines:

3.4.1 **Deadline to Energize Systems.** DG Systems must be energized within twelve (12) months of being approved by the Program Administrator and Utility. Seller must provide Buyer with all required documentation no later than thirty (30) days before the System Energization Date. This additional time is required for Buyer to register the System with the applicable tracking registry and set up standing orders for the term of the contract. Systems which do not provide energization information thirty (30) days prior to their energization deadline may not meet the deadline and could have their contract terminated and corresponding Collateral forfeited.

3.4.2. **Notice of Energization.** Within five (5) business days after the System is installed and successfully energized, Seller shall provide notice to Buyer by updating its original Application on Buyer's web portal, and such update shall include the final Nameplate Capacity (AC rating) of the project ("Final System Size"), the "Energized Date" (the date on which the System became energized and operational), and any associated documentation required therein, including, but not limited to the documents listed in Attachment F. Seller shall provide any additional required or requested information or documentation reasonably requested by Buyer. At the time the Notice of Energization is submitted to Buyer (through the update to the original Application), Seller will thereby represent and warrant that all information and certifications contained therein are true, accurate and correct, and Seller shall not fail to include information required so as not to be misleading or misrepresentative.

**3.5. System Metering Requirements** The System must meet the following metering criteria. The meter described below is not the System's Utility meter, but the System's Solar Production Meter. All systems not yet registered on a tracking system that will be registered by Buyer will be registered in PJM GATS unless specifically noted on this contract.

**3.5.1 Systems Registered with M-RETS** All systems registered with M-RETS must utilize an ANSI C.12 certified revenue quality meter as specified in M-RETS Operating Procedure 7.2. The IPA will not accept any metering less stringent than that required by M-RETS.

**3.5.2 Systems Registered with PJM GATS**

**Systems up to 10 kW AC** Systems of 10kW in size and below registered with GATS must utilize either a meter that is accurate to +/- 5% (including refurbished and certified meters), or an inverter that is specified by the manufacturer to be accurate to +/- 5%. The inverter must be UL-certified and must include either a digital or web-based output display.

**Systems over 10 kW AC and less than 25 kW AC** Systems over 10 kW and less than 25 kW in size registered with GATS must utilize a meter that meets ANSI C.12 standards. Meters that are refurbished (and certified by the meter supplier) are allowed.

**Systems 25 kW AC and above** Systems of 25 kW and above registered with GATS must utilize a new meter that meets ANSI C.12 standards. The meter must be new at the time of the installation of the meter on the System and not new for this contract.

**3.6. Metering.** The System must be located behind the customer's utility meter of a distribution customer of the Interconnecting Utility indicated in Cover Sheet A. The System must have a Revenue Quality Meter so as to allow the System owner to have the ability to measure the output of the System. Such meter or separate meter dedicated to the measurement of the System's energy output for the determination of the quantity of RECs created shall be installed, operated, maintained and tested in accordance with good utility practice, PJM-EIS GATS or M-RETS requirements, as applicable, and any other requirements and standards issued by the Interconnecting Utility and the IPA. Seller shall be responsible for the System to be in compliance with the terms and conditions of the Interconnecting Utility's tariff for all other metering required of the System. Seller shall be responsible or shall ensure the System owner is responsible for all costs associated with such metering consistent with all standards and requirements set forth by the Interconnecting Utility. Failure to maintain meter in working order including internet connection may result in default by Seller. Systems are strongly encouraged to maintain an internet connected meter. Systems that do not have internet connected meters will be charged an additional fee of 8% of the Purchase Price by the Buyer. As outlined in Section 5.5.8, each three (3) month period of missed meter reads will result in an extension of the Term of the Agreement by one (1) year.

**3.7. Interconnection Agreement.** This Agreement does not provide for the interconnection of the System to the Interconnecting Utility's electric distribution system. Seller shall seek such interconnection service from the Interconnecting Utility in accordance with the Interconnecting Utility's applicable interconnection process. Seller shall comply with the terms and conditions of the Interconnection Agreement. Seller shall be responsible for all costs and expenses associated with the interconnection of the System consistent with all standards and requirements set forth by the Interconnecting Utility.

**3.8. Systems with a Battery Backup.** All systems which include a battery shall be electrically connected in a manner which ensures that any non-solar generated electricity used to charge the battery is not later metered as solar generated power. This can be done in one of two ways:

1. The meter used to report production is electrically located before the battery charger and does not measure any power that is drawn from the battery bank.
2. A net meter is connected to the system that runs in reverse when any non-solar power, including on-site generator power, is used to charge the battery bank.

This must be an integral part of the physical system design. An inverter which can be configured using software to preclude non-solar charging of the battery bank is not sufficient if that inverter is used as the source of reporting for renewable generation.

**3.8.1. Battery Backup Environmental Attributes.** Any environmental attributes associated with a battery installed with the system shall convey to Buyer as prescribed in Section 7.3.

**3.9. No Partial Systems.** All Systems entered into the ABP must include the entire output of the system. Any capacity of a System which is not part of the ABP must be separately metered with a separate inverter.

**3.10. Changes To System Size.** If the Final Installed System Capacity is different from the System Capacity in Cover Sheet A and the Final Installed System Capacity is within the greater of: +/-5kW or +/-25% of such System Capacity in Cover Sheet A, then the following shall apply:

3.10.1. If the System Capacity in Cover Sheet A is equal to or less than 10 kW, and the Final Installed Capacity is greater than 10 kW, then the monetary amount that is eligible for payment for RECs from such System in the first REC payment shall be adjusted from one hundred percent (100%) to twenty percent (20%) of the REC Purchase Payment Amount with the remaining balance of the REC Purchase Payment Amount eligible to be made ratably over the subsequent 16 quarterly periods. If the System Capacity in Cover Sheet A is greater than 10 kW, and the Final Installed Capacity is equal to or less than 10 kW, then the monetary amount that is eligible for payment for RECs from such System in the first REC payment shall be adjusted from twenty percent (20%) to one hundred percent (100%) of the REC Purchase Payment Amount;

3.10.2. If the Final Installed Capacity is greater than the System Capacity in Cover Sheet A then:

- (A) the Purchase Price for purposes of payment shall be the REC price applicable to the Final Installed Capacity under the ABP at the time of Energization of such System, and if such REC price is not available then the last prevailing REC price applicable to the Final Installed Capacity under the ABP; and
- (B) the quantity of RECs used for purposes of payment shall be the lesser of the REC quantities calculated based on: (1) the System Capacity in Cover Sheet A and Capacity Factor and (2) the Final Installed Capacity and Capacity Factor.

3.10.3 If the Final Installed Capacity is less than the System Capacity in Cover Sheet A, then:

- (A) the Purchase Price for purposes of payment shall remain unchanged from the Proposed Price indicated in Cover Sheet A to the Final Purchase Price applicable to such System. For avoidance of doubt, the Purchase Price for purposes of payment shall not include any additional adders that may be applicable to smaller sized generating units under the ABP; and
- (B) the quantity of RECs used for purposes of payment shall be the lesser of the REC quantities calculated based on: (1) the System Capacity in Cover Sheet A and Capacity Factor and (2) the Final Installed Capacity and Capacity Factor.

#### **Article 4. Prerequisites for Purchases**

4.1. Buyer's obligation to begin the purchase of RECs from Seller at the rates of payment specified in Cover Sheet A is contingent upon the satisfaction of all of the following conditions:

4.1.1. Seller has provided or will provide Buyer with all documents required for participation in the ABP. These documents include but are not limited to supporting documents listed in Attachment F;

4.1.2. Seller has provided Buyer with all information, documentation, and permission necessary to create a valid account in PJM-EIS GATS or M-RETS for purposes of obtaining full rights and title to RECs from the System and delivering such RECs to Buyer's PJM-EIS GATS or M-RETS account. This includes but is not limited to: system identification information and Schedule A (attached to contract);<sup>1</sup>

4.1.3. Seller has all rights to the RECs to be delivered by Buyer to the contracted utilities' PJM-EIS GATS or M-RETS account and such rights include the rights to deliver and convey title of such RECs to Buyer such that, upon delivery, all rights and ownership of delivered RECs shall belong to Buyer. This includes that the System did not participate in or receive any funding from a grant that claimed ownership of the System's RECS or prohibited the system from selling RECS.

4.1.4. The Delivery Term Start Date has occurred;

4.1.5. If System owner and host are different entities or individuals, the Seller must provide the Buyer with a signed host agreement as an attachment to this Agreement;

4.1.6. The ICC has entered an order approving a batch including the System;

4.1.7. Seller shall not claim to be using clean or renewable energy or otherwise suggest that the System owner/System host receives or uses renewable electricity or make any other claim which might interfere with the right to the RECs. Any environmental claims made by Seller as they pertain to a System subject to this Agreement that are not expressly approved by Buyer may constitute default under this contract. Further guidelines on marketing claims are available in the ABP Marketing Guidelines on [illinoisABP.com](http://illinoisABP.com);

4.1.8. The IPA and ICC have accepted the system into the ABP program; and

[4.1.9.] The IPA must approve of the System's participation in the ABP. If the System is not selected or approved to participate in the ABP this agreement shall remain in place for one (1) calendar year to allow for submission of the system in subsequent blocks. If after one (1) year the system has still not been accepted in the ABP and no extension of this Agreement has been agreed upon, this Agreement is void. Furthermore, the IPA is the primary entity responsible for confirming whether each System's characteristics meet the requirements of the ABP for purposes of this Agreement, and the Parties acknowledge and agree that the IPA (or its designee) shall have the right to request more information from Seller on a System and conduct on-site inspections and audits to verify the quality of the installation and conformance with information submitted to the Buyer. If the IPA (or its designee) determines that a System as built (i) is in material non-conformance with requirements of the ABP; or (ii) is materially non-conforming with the information previously submitted by Seller to the IPA (or its designee) about that System, then the Buyer shall provide notice of the material deficiency to Seller. Seller shall then have twenty (20) business days to cure the material deficiency, with extensions for good cause issued at the discretion of the Buyer. If the Buyer or the IPA determines in its reasonable discretion that the System's material deficiency continues rendering the System ineligible for the ABP, the Buyer shall have the right to terminate this Agreement through written notice to Seller. Buyer's rights to recover any losses from Seller under this Agreement shall survive such termination of the Agreement. Buyer's remedies include, but are not limited to, payment by Seller in the amount of the greater of: (i) the Collateral Requirement or (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such System, but only to the extent that such payment covers Buyer's actual and reasonable losses under this Agreement. This shall be drawn automatically from the payment method the Seller has on file and Buyer shall pursue all means including ones in the Security Agreement Addendum to recover payments.

## Article 5. Purchase and Sale of RECs

### 5.1. Obligation to Purchase and Sell RECs

5.1.1. After the Delivery Term Start Date, upon satisfaction of all Article 4 pre-requisites and until the Delivery Term End Date Seller shall sell and Buyer shall receive and purchase all RECs generated by the System. Notwithstanding the foregoing, Buyer may, at its sole discretion, annul its obligation under this Section 5.1.1 to receive and purchase RECs beyond the end of the Delivery Term described in Section 2.2.

5.1.2. In addition to Seller's sale and Buyer's purchase of RECs, Buyer, without the payment of any additional consideration to Seller, shall receive title to, and Seller shall convey to Buyer, any and all other Environmental Attributes associated with the electricity generated or load saved by the System. Buyer shall also retain rights to data and records associated with the energy generated by the system during the life of the contract.

5.1.3. Beginning from the Delivery Term Start Date through the Delivery Term End Date (including any extensions), ownership of all RECs generated by the System shall belong exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such RECs to any person or entity other than Buyer unless otherwise specifically provided herein. Seller shall not enter into any agreement or arrangement under which any person or entity other than Buyer can claim such RECs from the Delivery Term Start Date through the Delivery Term End Date (with any extensions) except as otherwise specifically provided herein.

5.1.4. Omitted.

5.1.5. Omitted.

5.1.6 Omitted.

5.2. For purposes of clarification, Buyer shall not purchase, or take title to any energy or capacity from the System under this Agreement.

5.3. This Agreement shall not provide the basis for any preferential treatment for any other products or services between the Parties. This Agreement also makes no provision for net metering.

5.4. Seller agrees to provide any additional permission, information, or documentation needed to register the System in any other REC or environmental credit market that is requested by the Buyer

5.5 **Seller Responsibilities.** The seller agrees to comply with all of the following terms:

5.5.1 The Seller grants Buyer the right to act as its REC generator on the appropriate tracking system. This includes completing all the necessary paperwork for the applicable tracking system (PJM GATS or MRETS).

5.5.2 The Project must give all ownership rights to all RECs generated for the Term of the Agreement (and any extensions thereof) to the Buyer.

5.5.3 The System must meet the metering requirements in the ABP (see Sections 3.5 and 3.6, supra).

5.5.4 Projects must either maintain an internet connection (which may be a cellular or wireless connection) to the device being used for generating metering data and grant Buyer the rights to their energy production data so Buyer may generate RECS accordingly, or, alternatively, the Seller must furnish monthly production data to the Buyer. This may include but is not limited to a picture of the meter or inverter reading each month. Sellers without online monitoring of their System must provide Buyer with their System's production on a monthly basis according to the method provided by Buyer. Systems without an internet connected meter will have 8% of the Purchase Price withheld as a non-internet fee by the Buyer. The cost of the internet connection is the Seller's sole responsibility.

5.5.5 In the event of a sale of the property hosting the System or any change otherwise in the ownership of the System, Buyer maintains the rights to the RECs generated following the change in ownership of the System. To be clear, this applies whether or not the ownership rights of the System are sold along with the rest of the property. Seller commits that this Agreement shall be assigned, if necessary, to the appropriate entity to effectuate the purpose of this Agreement. The Buyer retains the rights to all RECs generated during the Term of this Agreement as set forth herein. All Collateral held from the System will be transferred and refunded to the System owner at the end of the Term of the Agreement. Additional Collateral may be required from the new System owner upon transfer of ownership. Each transfer of ownership of the system will automatically incur a cost of either: \$25/kW AC (paid by SREC seller at the time of sale to Carbon Solutions) or, if not paid at the time of sale, a 5 year unpaid extension of the REC delivery schedule.

5.5.6 The System must meet any other requirements not explicitly mentioned here but required under the IPA Act, 20 ILCS 3855/1-1 et seq., or the orders entered in ICC Docket No. 17-0838.

5.5.7 Systems must be completely located within the State of Illinois

5.5.8 Failure by the System owner to deliver meter reads or applicable documents to Buyer at least once every three (3) calendar months can result in default of this Agreement by the System owner.

5.5.8.1 **Failure to deliver meter reads.** If Seller fails to deliver to Buyer meter reads at least once every three (3) months in accordance with Section 5.5.8, then Buyer will provide electronic notice to Seller of such failure. If Seller has

not delivered meter read data to Buyer within twenty (20) business days of the notice to Seller the Buyer has the option to hold Seller in Default and or to extend the term of this Agreement by one (1) year in order to recoup any losses to Buyer arising from such failure. Failure to deliver meter reads for a full year will result in Default by the Seller.

**5.5.8.2 Failure to deliver registration documents.** If Seller fails to deliver to Buyer required registration documents including but not limited to those listed in Attachment F within twenty (20) calendar days of System energization, Buyer will provide electronic notice to Seller of such failure. If within twenty (20) business days following the notice to Seller the registration documents are not delivered by Seller, Buyer has the option to hold Seller in Default or extend the term of this Agreement by one (1) year in order to recoup any losses to Buyer arising from such failure.

**5.5.9 Maintenance and Repair; Insurance.**

**5.5.9.1 System Upkeep And Maintenance.** Seller shall be responsible for all necessary upkeep and maintenance of the System in order for the System to achieve the expected REC deliveries set forth in Cover Sheet C, or any amendments thereto or any other such minimum output requirements or obligations under an extension of this Agreement. If the System falls into a state of disrepair or is destroyed, or its production is otherwise interrupted, Seller shall promptly notify Buyer upon notice or event of such disrepair, destruction, or interruption.

**5.5.9.2 System Disrepair or Destruction.** If the System falls into a state of disrepair or is destroyed, or its production is otherwise interrupted, Seller shall be responsible for initiating repair on the System within thirty (30) calendar days from the date of initial disrepair, destruction, or interruption. Failure to notify Buyer of the initiation of such repairs within thirty (30) calendar days from the notice or event of initial disrepair, destruction, or interruption may constitute an Event of Default of this Agreement at the Buyer's option.

**5.5.9.3 System Interruption.** If the System falls into a state of disrepair or is destroyed, or its production is otherwise interrupted, Seller shall be responsible for bringing the System back online and operational including reporting meter reads to buyer and ensuring the System recommences the production and delivery of electricity onto the grid, commensurate with its Nameplate Capacity (AC rating) within thirty (30) days from the initiation of such repairs. Failure to bring the System back online within thirty (30) days from the initiation of such repairs shall be an Event of Default of this Agreement. If necessary and at the sole discretion of Buyer, Seller grants to Buyer permission to access the site of the malfunctioning System such that Buyer, or its representatives, could repair the System. All reasonable costs incurred by Buyer to repair the System will be reimbursed by Seller immediately upon receipt of invoice from Buyer. Seller's failure to reimburse such costs may result in an equivalent amount withheld from any future payments due Seller under this Agreement.

**5.5.9.4 Insurance.** A non-residential Seller with a System above 25 kW (AC) shall maintain, at all times during the Term of the Agreement, commercial liability insurance, general liability insurance, third party liability insurance, and all risk insurance policies of a normal and customary value, provided that the risk insurance policy shall cover, at the minimum, the total cost of the System, for purposes of maintenance and repair. Seller shall present proof of such coverage to Buyer upon request. A residential Seller shall maintain, at all times during the Term of the Agreement, general liability and property insurance which covers, at a minimum, the total cost of the System, for purposes of maintenance and repair. Any unresolved lapse in coverage for more than three (3) months during the term of the contract may constitute a default under this Agreement at Buyer's option.

**Article 6. Quantity; Purchase Price & Collateral**

**6.1. Purchase Price During Initial Delivery Term.** All RECs produced by the System during the Initial Delivery Term of the Agreement shall be purchased by Buyer at the Purchase Price indicated in Cover Sheet A or the Final Purchase Price if amended. For avoidance of doubt this initial purchase price shall only apply to RECs which have been sold under the Buyer's ABP contract and shall not include any RECs generated under any extended terms.

**6.1.1 Purchase Price During Extended Term.** RECs produced by the System and delivered to the buyer during any Extended Term shall be acquired in accordance with Article 7.3. For avoidance of doubt RECs delivered during any extended term shall not be compensated at the rates awarded for ABP contracts, but instead shall be conveyed solely as described in Article 7.3.

**6.2. Application Fee & Collateral.** The Seller shall pay a non-refundable application fee of \$20/kW (up to \$15,000 per System) to the Buyer immediately upon entering into this Agreement, unless the fee has been covered by another party outside of this Agreement. If the fee will be covered by a third party Buyer must be given notice in writing and agree. The Seller shall also pay 5% of the Total Contract Value before fees to the Buyer as Collateral upon ICC approval of the System. Buyer will notify Seller of ICC approval via email. Seller has sixty (60) days after notification from the Seller to pay the full Collateral requirement to the Seller. If the Seller pays more than sixty (60) days after this notification, a penalty will be added consistent of the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* A failure or delay to pay Collateral may result in default by the Seller. The Buyer may, at its sole discretion, withhold payment from Seller to recoup collateral and or late payment penalty,

**6.3. Collateral Maintenance and Management.** Seller understands and agrees that Seller will be required to maintain a predefined Collateral balance (refer to Coversheet B) with Buyer for the entire Term of the Agreement. The Collateral will be determined in the Application based on the kilowatt AC size of the System, and further adjusted based on the Final Contract Value. The Collateral will be used to fulfill shortfalls in REC production relative to the production schedule agreed upon in the Coversheet C. In the event the Collateral is needed to meet a shortfall in RECs delivered under Buyers ABP contract due to REC production shortfall, Seller will be required to make a payment to Buyer to restore the Collateral to the full original balance (a "Performance Call"). Payment to restore the Collateral will be made by credit card, ACH withdrawal from Seller's bank account, or other method as required. In all instances when a Performance Call is made, Seller will have no more than five (5) business days to restore the Collateral. In the event that Buyer requires a Performance Call from the Seller and the Seller is unable to restore the Collateral in the required time frame, Seller agrees and authorizes that Buyer may use any and all commercially available means to collect the Collateral from Seller. Commercially available means include, but are not limited to, charging a credit card the Seller keeps on file with Buyer, withdrawing funds automatically from the Seller's bank account, utilizing another form of payment, or hiring third party collection agencies. If it is determined that during the Term of the Agreement the Seller's form of payment in the event of Performance Calls is no longer active, the Seller will be required to update its form of payment for events of Performance Calls in their account on Buyer's website. Additionally, Buyer reserves the right to take all legal actions under any Security Agreement Addendum as set forth in Section 6.4. At all times during the Term of this Agreement, the Seller represents and warrants that it has the financial wherewithal to maintain the Collateral required under the terms of this Agreement. Furthermore, for each 30 day period for which the Performance Call is not answered Seller will accrue an additional 1.5% monthly fee.

For the avoidance of doubt, the full Collateral associated with the System under this Agreement shall be forfeited should a System not meet the REC production obligation outlined in Cover Sheet C for more than three (3) delivery years. If a system is greater than 10 kW (AC) and underproduces for more than three (3) delivery Years relative to its expected annual REC Quantity, Buyer reserves the right to automatically revise the system's Capacity Factor during the initial four-year payment term. Additionally, Buyer reserves the right to use all existing Collateral, Collateral subsequently received from a Performance Call, and any future payments still forthcoming from the Contracting Utility to adjust the system's Total Contract Value as Buyer deems necessary.

**6.3.1 Additional Collateral Withheld from REC Payments.** Buyer reserves the right to withhold Additional Collateral. At the Buyer's discretion Systems will have Additional Collateral withheld from the first REC payment. This Additional Collateral requirement is outlined in Cover Sheet C.

**6.3.2 Collateral Payment Information.** No payment will be made to Seller until Seller has given Buyer valid authorization and transaction information to be used for automatic Collateral Drawdown. Buyer shall have the right to verify payment method is valid. This includes the right to charge the seller One (1) Dollar each Delivery year to verify this payment method.

**6.3.3 Collateral Withheld from REC Payments.** Buyer reserves the right to withhold Additional Collateral and Collateral Drawdown payments directly from from payments made to the Seller. If the System is over 25kW AC and requires Collateral Drawdown before all REC payments have been made to the Seller, then the Buyer may withhold the Collateral Drawdown Payment from the payment(s) to the Seller.

**6.4. Security Agreement Addendum.** As a condition to providing the services outlined in this Agreement, if Seller has a property interest in the System, Buyer may require the Seller to enter into the Security Agreement Addendum attached hereto as Attachment



E. Pursuant to the Security Agreement Addendum, the Seller shall grant to Buyer a security interest in all equipment comprising Seller's System. Such security interest is considered part of Buyer's Collateral. In the event that Buyer requires a Performance Call from the Seller and the Seller is unable to meet its obligation in the required time frame, Buyer reserves the right to take all action to collect the additional Collateral required under the Performance Call including, but not limited to, foreclosing on Seller's System and taking all actions of a secured creditor permitted under applicable law. Terms and conditions relating to the Collateral are contained in the Security Agreement Addendum and are incorporated by reference herein.

6.5. Omitted.

**6.6. Final System Size.** If the Final System Size differs from the planned installed capacity size as set forth on the Application under the ABP, the following limitations shall apply:

- a) Any increase that results in an Installed System Size behind the customer's utility meter that exceeds 2,000 kW (2 MW) AC rating shall result in the immediate and automatic termination of this Agreement.
- b) Any change in system size that results in an increase in the estimated REC production will not result in an increase in the Final Contract Value. The value of the contract will be determined based on the lesser of the estimated production in the original application compared to the Final System Size.

## Article 7. Billing and Payment

7.1. **Timing of Payment.** The Buyer shall pay Seller no later than 45 days after receiving payment from the utilities. Unless payment record is not on file in accordance with 6.3.2 or used for Collateral in accordance with 6.3.3.

7.2. Omitted.

7.2. **Payment Timing with System Size Change.** Any increase or decrease in a Final System Size that results in a change in size category from under 10 kW AC to over 10 kW AC will result in a change in payment timing. The Final System Size category will determine if the system receives the Purchase Price at the time of Energization, or 20% on energization with the balance to be paid over the next four (4) years.

7.3. **Payment During Extended Term.** In the case that an Extended Term is required or elected under Sections 3.6, 5.5.8.1, or 5.5.8.2, for Delivery Shortfall or Seller's Default, all rights to RECs and any other Environmental Attribute during such Extended Term shall accrue to Buyer as a remedy at no cost to Buyer.

7.4. **Disputes.** If Seller disputes any information in the Buyer's payment receipt, the Seller shall so notify the Buyer in writing and any disputed amount shall be withheld by Buyer pending resolution of the dispute. If Seller disputes the amount paid to it by Buyer, Seller shall so notify the Buyer in writing within 30 days of receipt.

7.5. **Payment Method.** All payments shall be made by electronic funds transfer, PayPal, check, or by other mutually agreeable method(s), although additional fees may apply to payment methods other than check. The Seller will select its payment method, designate the payee, and provide the information necessary to process payment on Cover Sheet D attached to this Agreement or on the Buyer's website.

7.6. **Netting and Setoff.** Each Party reserves to itself all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which such Party has or may be entitled to (whether by operation of law or otherwise). The obligations to make payments under this Agreement and any other REC purchase and sale Agreement(s) between the Buyer and Seller, if any, may upon mutual agreement of the Parties be aggregated, and the Parties may discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the Party owed the difference between the amounts owed.

7.7. **Taxes.** Seller shall pay or cause to be paid all applicable taxes imposed by any governmental authority ("Governmental Charges") on or with respect to the RECs or production of the RECs arising prior to delivery. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

7.8. **No Additional Payments.** The amount of Purchase Price is the entirety of the payment(s) made to the Seller by the Buyer under this Agreement. Under no circumstances shall the Buyer owe additional payment(s) to the Seller during this Agreement, including for RECs sold during any extensions to the Delivery Term.

## Article 8. Covenants, Representations and Warranties

8.1. **Seller Covenants, Representations and Warranties.** On and as of the Effective Date, and upon delivery, Seller hereby covenants, represents and warrants to Buyer as follows:

8.1.1. Seller has, and at all times during the Term of the Agreement will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;

8.1.2. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action and does not violate any of the terms or conditions of Seller's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Seller;

8.1.3. There is no pending or (to Seller's knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects Seller's ability to perform its obligations under this Agreement;

8.1.4. Seller is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

8.1.5. The Seller acknowledges and agrees that any Environmental Attribute associated with or related to the RECs subject to this Agreement, including without limitation any verified emissions reduction, (or the REC itself) will not be sold or otherwise made available to a third party but will be transferred to Buyer pursuant to this Agreement.

8.1.6. For the entire Term of the Agreement, Seller shall have the right to convey title to any and all of the RECs generated by the System in accordance with this Agreement free and clear of any and all liens or other encumbrances or title defects and Seller further represents that all of the RECs are of the type of REC product specified in Cover Sheet A.

8.1.7. Seller represents and warrants to Buyer that (a) Seller has sold RECs once and only once exclusively to Buyer; (b) the RECs and any other Environmental Attributes sold hereunder have not expired and have not been, nor will be retired, claimed or represented as part of electricity output or sale, or used to satisfy any renewable energy or other carbon or renewable generation attributes obligations under Illinois law or in any other jurisdiction; and (c) that it has made no representation, in writing or otherwise, that any third-party has received, or has obtained any right to, such RECs that are inconsistent with the rights being acquired by Buyer hereunder.

8.1.8. Seller warrants that as of the Delivery Term Start Date and continuing through the Delivery Term End Date, the System is a "Distributed Renewable Energy Generation Device" as defined in the IPA Act (20 ILCS 3855/1-10).

8.1.9. Seller covenants that it shall ensure that the System shall not change, as described in Cover Sheet A, except as set forth in Article 3 or with the prior written consent of Buyer.

Seller understands that failure to comply with any of the warranties and certifications hereof, or any inaccuracy in or failure of foregoing warranties and certifications to be true and correct, constitutes and/or will constitute a material default of this Agreement and may result in the termination of the Agreement, which may result in the forfeiture of Seller's Collateral and recovery of the Final Contract Value. Additionally, if Seller has entered into the Security Agreement Addendum, Buyer shall have the right to take all action to collect the Final Contract Value, including, but not limited to, foreclosing on the Collateral and taking all actions of a secured creditor permitted under applicable law.

8.2. **Buyer Covenants, Representations and Warranties.** On and as of the Effective Date, Buyer hereby represents and warrants to Seller as follows:

- 8.2.1. Buyer has, and at all times during the Term of the Agreement will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;
- 8.2.2. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary actions and does not violate any of the terms or conditions of Buyer's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Buyer;
- 8.2.3. There is no pending or (to Buyer's knowledge) threatened litigation or administrative proceeding that materially adversely affects Buyer's ability to perform its obligations under this Agreement; and
- 8.2.4. Buyer does not, by entering into the Agreement with Seller, make any implied warranties or guarantees as to the covenants, representations, warranties, and certifications supplied by Seller in its Application. Accordingly, should the IPA or the Buyer learn that any of the covenants, representations, warranties, and certifications required to be made for the ABP and/or in the Agreement are false, misleading, inaccurate, or otherwise incomplete, Seller shall hold harmless Buyer from any resulting damages suffered due in whole or in part to Seller's false, misleading, inaccurate, or otherwise incomplete covenant(s), representation(s), warranty or warranties, and certification(s).

## Article 9. Assignment

9.1. Omitted.

### 9.2. Assignments by Seller.

- 9.2.1. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and must be performed by the successors and assigns of Seller. Seller may make a request to Buyer (or Buyer's successors) for the transfer or assignment of Seller's rights and obligations under the Agreement to the "Transferee". Such request must name the Transferee, provide the relationship between Seller and Transferee (if any), and must provide all necessary documentation to show that Transferee meets all conditions specific to a seller under this Agreement. Transferee must be an Approved Vendor for the ABP. Buyer may request additional information from Seller, which must be provided by Seller within (10) ten business days. Necessary documentation may include an updated Cover Sheet A, Cover Sheet B, and Cover Sheet C, and Cover Sheet D, if applicable. Upon receipt of all requested information, Buyer will have thirty (30) calendar days to accept or reject the proposed transfer or assignment of this Agreement. Buyer may only reasonably reject a proposed transfer or assignment. Any costs incurred by the Buyer to assign the contract shall be paid by the Seller.
- 9.2.2. In its notice to Buyer, Seller may state that the assignment or transfer is for purposes of pledging or assigning the revenues under this Agreement to a lender or other financing party as security for the project financing or tax equity financing of the System, or to an affiliate of Seller. In such cases, consent shall be deemed automatic if Seller remains the counterparty to the Agreement.
- 9.2.3. Seller will be required to effect any necessary assignment or transfer in the event of bankruptcy or dissolution.

9.3. **Permitted Assignment by Buyer.** Buyer, including Buyer's successors and assigns, may assign this Agreement without Seller's consent. Buyer shall notify seller within (180) one-hundred eighty days if Buyer assigns contract. Seller shall reserve the right to terminate this Agreement upon any such non-consensual assignment

## Article 10. Default Remedies

### 10.1. Remedies Upon Default.

- 10.1.1. **Remedies.** Upon the occurrence and continuation of an Event of Default, the Non-Defaulting Party may (i) terminate this Agreement upon written or electronic notice to the Defaulting Party and/or (ii) exercise such remedies as provided in this Agreement. If the System has been energized and registered with PJM-EIS GATS or M-RETS, and the Agreement is

terminated due to an Event of Default by Seller, then (a) the RECs to be delivered to Buyer under this Agreement from the System shall not be eligible for use under any future IPA procurement event(s), (b) Buyer shall withhold any payments due under this Agreement, and (c) Seller shall be required to refund to Buyer any payments made under this Agreement for RECs that have not been generated as well as all Collateral Drawdowns resulting from a default in the Buyer's contract with the Contracting Utility if such Collateral has not yet been returned to Buyer by the IPA, or the utility, or recouped by REC payments received by Buyer. Seller shall refund to Buyer any unrecouped bonding and participation fees as calculated in Cover Sheet B within sixty (60) days of an Event of Default. Both Parties hereby stipulate that the remedies set forth in this section are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such penalties.

**10.1.2. Suspension of Performance.** Notwithstanding any other provision hereof, if an Event of Default has occurred and is continuing, the Non-Defaulting Party may, on notice to the Defaulting Party, suspend performance of its obligation to deliver and sell, or receive and purchase, as applicable, RECs until such Event of Default is cured. Any such suspension shall be without prejudice to any remedy provided herein or otherwise available at law or in equity, including the right to subsequently terminate under Article 12.

**10.1.3 Damages.** In the event that the System owner is in default of this contract, Buyer is owed damages equal to its actual, reasonable costs associated with the System.

**10.1.4 Extended Term.** In the event that the System owner is in default of this Agreement, Buyer shall have a right to extend the Term of the Agreement for the life of the System under the conditions outlined for an Extended Term in Section 7.3.

**10.2. Defaults Impacting the IPA or Contracting Utility.** Seller understands and agrees that if Seller defaults under this Agreement, the System as a result may be or become in default of an agreement with the Contracting Utility or of its obligations to the IPA with respect to the Collateral. Even if Seller cures any or all such defaults within twenty (20) business days of notice of the default(s), Buyer does not guarantee that Seller's actions will cure defaults with respect to the Contracting Utility or IPA. In the event that Seller's curing of the default(s) under this Agreement does not cure any default with respect to the Contracting Utility or IPA, then Seller will be deemed to remain in default of this Agreement and will be subject to the penalties hereunder.

**10.3. Requirement of Additional Collateral.** Buyer may require up to 200% of the original Collateral to be paid if System underperforms Cover Sheet C by more than 10% in any given year or for more than two (2) years during the contract. This Additional Collateral may be withheld from payments owed to Seller or collected by methods listed in 6.3 or 6.4. The amount of Additional Collateral withheld or collected will be at the Buyers discretion but not to exceed 200% of the original Collateral amount.

**10.4. Reduction in Contract Value.** At the Buyer's sole discretion Buyer may require Seller to pay back some of the Purchase Price if the System underperforms by more than 10% of the annual values listed in Cover Sheet C in any three (3) delivery years during the Term of the Agreement. This would immediately cause Seller to owe Buyer for the difference in the contract reduction value. Further, Buyer will furnish Seller with updated Cover Sheet C which will describe the reduced annual delivery quantities thereon owed from the System during the Term of Agreement.

## **Article 11. Notices and Contact Information**

**11.1.** Notices and other communications provided for herein shall be given in writing by e-mail, by registered or certified mail, return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Notices shall be sent to the individuals at the applicable address set forth in Cover Sheet A. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

## **Article 12. Force Majeure**

**12.1.** If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, confirmed in writing, then the obligations of the Claiming Party will, to the extent it is

affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party will not be in default hereof or liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure during such Suspension Period. The Party receiving such notice of Force Majeure will have until the end of the tenth (10th) business day following such receipt to notify the Claiming Party that it objects to or disputes the existence of Force Majeure. If Seller is the Claiming Party, then such notification must be made to the Buyer, and a determination of whether to object to or dispute the existence of Force Majeure shall be made by Buyer.

12.2. "Force Majeure" means an event or circumstance which materially adversely affects the ability of a Party to perform its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the date such transaction was entered into and which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which the Claiming Party is unable to overcome or avoid or cause to be avoided, by the exercise of due diligence. Force Majeure includes acts of God (such as tornadoes, fires, earthquakes and floods), explosions, war, hostilities, riots and acts or threats of terrorism (any such event, an "External Event") that disrupt the operation of the System. Force Majeure may include delays in the establishment by the System of an operating interconnection with the applicable distribution system as a result of the actions or inactions of the distribution provider, provided Seller can demonstrate to Buyer that such delay is not primarily attributable to Seller's failure to make in a timely manner a formal request for interconnection to such distribution provider or to provide in a timely manner the information or payment required by such distribution provider. Force Majeure may also include the failure or disruption in deliveries of any certification authority that is not the Claiming Party. In the case of a Party's obligation to make payments hereunder, Force Majeure will only be an event or act of a governmental authority that on any day disables the banking system through which a Party makes such payments.

12.3. Force Majeure may also include curtailments of the System (except economic curtailments as explicitly excluded pursuant to (iv) below) by either the interconnecting utility (including those through a smart inverter) or the Regional Transmission Organization ("RTO") responsible for the operation of the transmission system to which the System is interconnected that result in reduced REC production. In the event that Seller fails to so notify Buyer of such curtailment, Seller shall not be relieved of its delivery obligations as a result of such curtailment. Upon the occurrence and proper notice of a curtailment, Seller shall estimate the amount of deliveries prevented by such curtailment based on the most recent twelve (12) months of actual production data from the System and utilizing actual meteorological conditions during the period of curtailment and shall provide such estimate to Buyer along with all supporting documentation, including any supporting information from the interconnected utility or RTO that curtailed the applicable System's generation. Unless expressly recognized by the IPA as a Force Majeure event, Force Majeure may not be based on: (i) the loss or failure of Buyer's markets; (ii) Buyer's inability to economically use or resell the REC(s) purchased hereunder; (iii) Seller's ability to sell the REC(s) to another at a price greater than the Purchase Price; (iv) curtailment for economic purposes only of the System(s) if acting as a wholesale market participant, made by the interconnected utility or RTO responsible for the operation of the distribution or transmission system to which the System is interconnected; (v) insufficiency or unavailability of insolation to operate the System or generate sufficient quantities of RECs; (vi) the performance or breakdown of equipment or an electrical grid outage not directly caused by an External Event; or (vii) the loss of tax credits, the denial of deductions, or the imposition of additional taxes.

12.4. If Force Majeure adversely affects the ability of Seller to deliver RECs from a System, then there shall be a Suspension Period with respect to that System's obligations to deliver RECs under this Agreement. If the Suspension Period arising from such event lasts for a consecutive period of seven hundred thirty (730) days, then the Agreement shall be terminated. If payments have been made to Seller with respect to the System, Seller shall return the amount of payment based on the applicable Purchase Price and on the difference between the number of RECs used to calculate payment and the number of RECs delivered from such System.

12.1.3. **Utility Approval of Force Majeure:** If Seller is the Claiming Party, after such notification has been made to the Buyer, the determination of whether to object to or dispute the existence of Force Majeure shall be made by Buyer, subject to the concurrence of the IPA (who, upon receipt of notification from the Buyer, shall promptly confer to consider the Force Majeure notice).

## Article 13. Liability

13.1. **Limitation of Liability.** With respect to any liability hereunder, the Buyer shall not be liable to the Seller for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or business interruption damages, whether by statute, in tort or in contract, under any indemnity provision or otherwise, in excess of the amount(s) paid by Seller to Buyer pursuant to this Agreement.

**13.2. No Assumption of Liability.** Buyer shall not assume, and Seller, if Seller is the System owner, shall retain and be responsible for any and all liabilities and obligations of Seller of any kind or nature whatsoever with respect to the System, including, without limitation, any and all liabilities and obligations of Seller under Seller's Project Documents. "Project Documents" means this Agreement, the executed project development agreement or other agreement between Seller and a project developer evidencing a legally enforceable obligation to develop, design, procure, and install the System warranted to operate at the host location for at least the Term of the Agreement, and, if Seller is a project developer, any applicable leases, easements, power purchase agreements between the project developer and host and licenses evidencing project developer's rights of access and rights to develop, design, procure, install and operate a solar-powered photovoltaic generation system at the host's location and warranted to operate at the host's location for at least the Term of the Agreement. The Buyer is not liable for lost revenues due to the System not being accepted into the ABP.

**13.3 No Guarantee of ABP Participation.** Buyer does not guarantee that the System will participate in the ABP or otherwise receive payment for RECS. Buyer is not responsible for a System's participation in the ABP and will not be held liable for any damages if the System does not or can not participate in the ABP for any reason.

**13.4 No Guarantee of Payment.** Buyer does not guarantee that a System that participates in the ABP will receive payment for the RECS it generates. Buyer only guarantees that if payment is received by Buyer from the Contracting Utility for RECs generated by a System participating in the ABP that the payment will be made to the System owner. The payment schedule is dictated by the rules of the ABP. Seller shall hold Buyer harmless for all expenses and lost revenues which arise out of a missed opportunity to participate in the ABP for any reason.

**13.4.1 Developer Caps.** The System may not be accepted into a block or may be accepted and subsequently removed by the IPA due to developer caps. Buyer has no responsibility for the System being rejected or not awarded a contract due to a developer cap on the Seller.

**13.4.2. ABP Lottery.** The System may be entered into a lottery for participation in the ABP. Buyer makes no guarantees and holds no responsibility for ABP lottery results. If a System is not selected in the lottery, the Buyer may terminate this contract.

## Article 14. Dispute Resolution

**14.1.** Except as otherwise expressly set forth herein, for any and all disputes or issues, the Parties shall refer to this Article 14. A Party must respond to the other Party's notice concerning a disputed issue within ten (10) business days of first notification unless otherwise specified in this Agreement.

**14.2.** Any Party may give the other Party notice of any dispute not resolved in the normal course of business ("Initial Notice"). Such Initial Notice shall include: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the individual who will be representing that Party and of any other person who will accompany the individual. Within five (5) business days after delivery of the Initial Notice, the receiving Party shall respond with: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the individual who will represent that Party and of any other person who will accompany the individual. Within fifteen (15) business days after delivery of the Initial Notice, representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. Such a meeting may occur in person or by telecommunication. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

## Article 15. Miscellaneous

**15.1. Records.** The Parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least twenty-one (21) years such records as may be needed to afford a clear history of all Deliveries of RECs pursuant to this Agreement. For any matters in dispute, the Parties shall keep the records related to such matters until the dispute is ended. This section shall survive the expiration or termination of this Agreement.

**15.2. Audit Rights.** Buyer shall have the right throughout the Term of the Agreement and for a period of six (6) years following the end of the Term of the Agreement, upon reasonable prior notice, to audit copies of relevant portions of the books and records of the other Seller to the limited extent necessary to verify the basis for any claim by a Seller for payment from the Buyer or to determine a Seller's compliance with the terms of this Agreement. If upon review, books and records indicate inconsistencies related to the information provided for the System, Buyer and its representatives shall have the right, but not the obligation, during business hours, upon reasonable notice to Seller, to visit and view the System site to the extent Seller has access to the site. The Buyer requesting the audit shall pay the Seller's reasonable costs allocable to such audit.

**15.3. Forward Contract.** Buyer and Seller each acknowledge that, for purposes of this Agreement, it is a "forward contract merchant" and that all transactions pursuant to this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code.

**15.4. Severability.** If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement shall remain in full force and effect, and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

**15.5. Entire Agreement.** This Agreement completely and fully supersedes all other understandings or agreements, both written and oral, including any term sheet or confirmation, between the Parties relating to the subject matter hereof.

**15.6. Waiver.** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

**15.7. Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law. Any dispute arising out of this Agreement shall be governed by Section 14 of this Agreement.

**15.8. Headings.** The article and section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

**15.9. Indemnification.** To the extent permitted by applicable law, each Party agrees to indemnify, defend and hold harmless the other Party, and any of said other Party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all third party claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any event or circumstance first occurring or existing during the period when control and title to the products is vested in such Party or which is in any manner connected with the performance of this Agreement by such Party, except to the extent that such claim may be attributable to the gross negligence or willful misconduct of the Party seeking to be indemnified. This indemnity shall survive the expiration or termination of this Agreement for the full statutory period allowable by applicable law. To the extent permitted by applicable law, Buyer shall be explicitly indemnified as it pertains to the fees and Collateral on behalf of the Seller. Buyer makes no guarantees that Seller shall have the opportunity to participate in the ABP process. Seller shall hold buyer harmless for all expenses and lost revenues which arise out of a missed opportunity to participate for any reason. Nothing contained herein shall be construed as prohibiting the Seller, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Indemnifying party shall be liable for the cost, fees and expenses incurred in the Indemnitee's defense of any such claims, actions, or suits. Nothing contained herein shall be construed as constituting a waiver of Seller's defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification.

**15.9.1. Website Indemnification** The Buyer website (the "site") and the services provided by Buyer thereunder, are provided on an "as is" and "as available" basis without any warranties of any kind, including that the site will operate error-free, that the site, its servers, or the content are free of computer viruses or similar contamination or destructive features. To the maximum extent permitted by applicable laws: (i) Buyer shall not be subject to liability for any defects, malfunctions, delays or interruptions of the site or the services from whatever cause and Seller agrees to use of the services and the site at Seller's own risk; (ii) Buyer disclaims all warranties, including, but not limited to, warranties of title, merchantability, non-infringement of third parties' rights, and fitness for particular purpose and any warranties arising from a course of dealing, course of performance, or usage of trade; (iii) Buyer shall not be liable for

any indirect, incidental, or consequential damages, lost profits, or damages resulting from the use or inability to access and use the site or the services whether based on warranty, contract, tort (including negligence), or any other legal theory, even if Buyer has been advised of the possibility of such damages; and (iv) Buyer's aggregate liability shall not exceed the greater of (a) the amount Seller has paid Buyer in connection with the applicable Application, or (b) U.S. \$100.00. The site and this Agreement may contain technical inaccuracies or typographical



errors or omissions. Unless required by applicable laws, Buyer is not responsible for any such typographical, technical, or pricing errors listed on the site. Buyer reserves the right to make changes, corrections, and/or improvements to the site and the services at any time without notice.

**15.10. Government Action.** "Government Action" means action by the IPA, ICC, other Governmental Authority, Administrator, Certification Authority, or by the governing body of the ABP to change the eligibility of a REC for the ABP or substantially change the requirements for compliance by persons obligated to comply with the ABP which in either case has a material adverse effect on the value of a REC that is the subject of a particular Transaction and includes a change in applicable law that disqualifies any particular System (by Renewable Energy Sources, Initial Operating Date, or otherwise) or REC. In this case, the "Transaction" refers to both the ABP and the subsequent the Agreements, and such terms may be used interchangeably.

The Parties acknowledge that, with respect to the Agreement entered into by and between Buyer and the Seller, the ABP, which among other things establish the conditions for a market for the RECs contemplated for purchase and sale hereunder, may be the subject of Government Action (including court challenge) that could adversely affect the eligibility of such RECs to meet the requirements of the ABP or otherwise alter the requirements of the ABP, or make RECs unavailable or dramatically diminished or increased in value. With respect to any Transaction, absent a representation by Seller that the REC complies with the requirements of a particular ABP, Buyer bears the risk that the REC is or will be in compliance with any ABP. With respect to any Transaction, if Seller represents that a REC complies with an ABP, such representation is made and effective as of the delivery date, and Seller will not be in breach of such representation on account of any Government Action occurring after the delivery date. Unless otherwise specified Government Action that changes in any respect the value of a REC, including a cancellation of the ABP, will have no effect on the obligation of the Seller to meet its obligations set forth in this Agreement. To the extent that Government Action renders delivery illegal under applicable law, such Transaction will be terminated.

**15.10.1. Regulatory Termination Right.** In consideration of the foregoing, Buyer shall have the right, but not the obligation, to terminate this Agreement upon either the expiration or repeal of any or all elements of the ABP or any change in the design or the administration of the ABP that would prevent or inhibit the IPA from conducting the procurement event or that would prevent or inhibit the Buyer from purchasing RECs from the System or the System from producing RECs.

**15.11. Counterparts; Transmittal.** This Agreement may be executed in several counterparts, each of which is an original, and all of which constitute one and the same instrument. Electronic or digital transmission of this Agreement shall constitute good and valid delivery.

**15.12. Confidentiality.** Both Parties acknowledge that by reason of this relationship hereunder, they may have access to certain information and material concerning the other Party's business, plans, customers, technology and products that are confidential and of substantial value, which value would be impaired if such information were disclosed to third parties. The Parties agree that neither will use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to them under this arrangement unless such disclosure is required by applicable law or court order. In the event of termination of this Agreement, there shall be no use or disclosure by either Party of any confidential information of the other Party and any materials related to the other Party shall be immediately returned. Each Party acknowledges that the provisions of this Section are reasonable and necessary for the protection of the other Party and that the other Party will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, both Parties agree that, in addition to any other relief to which the other may be entitled in the form of actual or punitive damages, the Parties shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining the other Party from any actual or threatened breach of such provision. The terms of this Section shall survive termination of this Agreement.

**15.13 Duty to Mitigate.** Each Party agrees that it has a duty to use commercially reasonable efforts to minimize and mitigate any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

**15.14 Termination of Agreement** The agreement can be ended by the seller at any time if the remaining number of SRECs on the agreement are paid off. The number of SRECs remaining on the contract would be determined by the final approved number of SRECs minus lesser of the SRECs delivered to and accepted by the utility or the REC delivery obligation up to time of termination. See the example below for a sample calculation:

**Example Only:**

Contracted Quantity - 150 SRECS  
Annual Delivery Quantity - 10 SRECS  
Contracted REC Price - \$100

Seller wishes to terminate contract after year 5 and has delivered 48 SRECS

**Example Only Remaining Delivery Requirement:**

Greater of:

150 SRECS - 48 SRECS = 102 Remaining SRECS

or

150 SRECS - (5 years \* 10 SRECS per year) = 100 Remaining SRECS

102 SRECS (Greater Quantity) \* \$100/SREC = **\$10,200 - Cost to Terminate Contract**

Additionally certain sections of this contract will survive the termination such as the 2 year audit right and the Seller may not sell any SRECs generated by the System until a 15 year period after the beginning of the delivery period.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused the Agreement to be executed by its duly authorized representative on the date set forth above.

**Carbon Solutions SREC, LLC**  
**Signed:** Signature on file  
**By:** Rhett Gopaul  
**Date:** May 7th, 2025

515 N State  
Chicago, Illinois 60654  
Phone: (312) 971-6245  
[SREC@carbonsolutionsgroup.com](mailto:SREC@carbonsolutionsgroup.com)

**System Owner:** County of DuPage  
**Signed:** \_\_\_\_\_  
**By:** Deborah A. Conroy, Chair of DuPage County Board  
**Date:** \_\_\_\_\_



## Security Agreement Addendum: Attachment E

This Security Agreement Addendum ("Security Agreement") is legally binding as of the date this Security Agreement has been signed by Seller ("Effective Date"). In this Security Agreement the words "you" and "your" refer to Seller and Seller's permitted successors and assignees and the words "buyer," "we," "us" and "our" refer to Carbon Solutions Group SREC LLC., or its successors and assignees ("Buyer"). Capitalized terms used herein that are not otherwise defined below are defined in the terms and conditions of the Buyer's Illinois ABP Agreement ("Master Agreement"), which is incorporated here by reference. This Security Agreement supersedes any prior agreement between you and us concerning the same subject matter.

### 1. Grant of security interest in collateral.

a. Collateral. As consideration for the Services we are providing to you and to secure your obligations under the Agreement, you hereby grant to us a security interest in the following property and assets (collectively "Collateral"), whether you own it now or acquire it later, regardless of where the Collateral is located:

(i) all solar panels and related equipment, including, but not limited to, inverters, racking systems, wiring, electrical and mechanical connections, any compatible electricity storage units, metering, monitoring and/or other distributed generation interconnect equipment ("Solar System Equipment") comprising the System installed at the address set forth on the Application ("Premises");

(ii) all attachments, accessories, batteries, parts, supplies, replacements of and additions to all or any portion of the Solar System Equipment;

(iii) all claims of any type or nature, including warranty claims related to the Solar System Equipment;

(iv) all rebates and incentives that are payable as a result of installing the Solar System Equipment except for such rebates and incentives which have been assigned to your Installer;

(v) all of your rights, title, interests, and remedies under all agreements, books, records, statements and documentation and other general intangibles relating to the Collateral (including, without limitation, the agreement with your Installer (the "Installation Agreement") and any other agreement related to the performance, operation, or repair of the Solar System Equipment);

(vi) all consideration received from the operation, collection, sale or other disposition of any property that constitutes Collateral, including any payment received from any insurer arising from any loss, damage or destruction of any Collateral and any other payment received as a result of possessing all or any portion of the Collateral;

(vii) all supporting obligations; and

(viii) all products and proceeds of and all accessions to, substitutions and replacements for and rents, profits and products of, each of the foregoing and proceeds of any insurance, indemnity, warranty or guaranty payable to you from time to time with respect to any of the foregoing.

b. Financing Statements. You authorize us to file financing statements, a copy of this Security Agreement and any other documents necessary or desirable to perfect, protect and/or continue our security interest in the Collateral. You agree to sign any documents and to take any other actions that we might reasonably request to perfect, protect and/or continue our security interest in the Collateral. We may file an informational filing in the real property records that describes the Collateral.

### 2. Additional obligations and representations.

a. Ownership. You represent and covenant that:

(i) you are, or a trust controlled by you is, the fee simple owner of the Premises and the Collateral;

(ii) you are not, and will not be, in breach of your Installation Agreement by entering into this Security Agreement; and

(iii) you have not entered into a home equity conversion mortgage or other similar agreement where a lender has agreed to make advances over time secured by an interest in the Premises (a "Reverse Mortgage").

b. Collateral. You agree not to pledge, mortgage, encumber or otherwise permit the Collateral at any time to be subject to any lien or encumbrance that is superior to our security interest.

c. Collateral Access. You agree to provide us or our designees, after receiving reasonable notice, with physical or electronic access to the Premises for the purposes of (i) inspecting the Solar System Equipment until this Security Agreement terminates or (ii) after Default, removing or disabling the Collateral or any portion thereof from the Premises. Upon our request, you agree to provide to us all available access to any energy production data or other data related to your Solar System Equipment until this Security Agreement terminates.

d. Personal Property. You and we both expressly intend that no portion of the Solar System Equipment will constitute a "fixture" or goods that have been so related to the Premises that an interest therein arises under applicable real property law, and that the Solar System Equipment is and will remain personal property. You also agree not to take any action that might cause the Solar System Equipment to be treated as real property or a fixture.

e. Installation and Maintenance of Solar System Equipment. You will take all steps necessary to enable the installation and proper functioning of the Solar System Equipment to be completed in accordance with the Installation Agreement. You agree to maintain the Solar System Equipment in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by your Installer and all applicable law, and not to remove or modify the Solar System Equipment without our prior written consent. You agree to replace any portion of the Solar System Equipment that reaches its natural end of life, including, but not limited to, any inverter or battery. You agree to maintain at all times an internet connection sufficient to ensure that monitoring data for the Solar System Equipment can be fully transmitted.

f. Required Insurance. You agree to maintain insurance covering the Solar System Equipment, whether installed on the dwelling or the property of the Premises.

g. Representations. Each representation made by you in your Application, the Master Agreement, this Security Agreement or in any other document delivered by or on behalf of you in connection with your Application, the Master Agreement or this Security Agreement, is true and complete in all material respects when made. In addition, you hereby represent as follows:

(i) we may periodically review your credit, including pulling your credit report from consumer reporting agencies;

(ii) you will comply with all applicable law that might affect your ability to perform your obligations under this Security Agreement or that might result in a lien on the Collateral or otherwise impair the value of the Collateral; and

3. DEFAULT. You will be in default ("Default") under this Security Agreement in any of the following circumstances (each an "Event of Default"):

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SREC.carbonsolutionsgroup.com

- a. an Event of Default under the Master Agreement;
- b. you fail to make any payment under the Master Agreement or this Security Agreement within sixty (60) calendar days of the date such payment is due;

c. you fail to perform any of your obligations under the Master Agreement or this Security Agreement and you fail to cure such failure to perform to our reasonable satisfaction within sixty (60) calendar days after receiving notice from us of your failure to perform;

d. you remove, modify, sell or otherwise transfer the Collateral or sell or transfer ownership of the Premises (including through condemnation) without our approval;

e. any representation made by you in, or in connection with, your Application, the Master Agreement or this Security Agreement is false in any material respect when made;

f. any of the following occurs (each a "Bankruptcy Event"):

(i) you make an application for the appointment of a receiver, trustee or custodian, or a receiver, trustee or custodian is appointed for you or a majority of your assets;

(ii) you (1) initiate or consent to any legal proceedings under the United States Bankruptcy Code, or equivalent law providing for the relief of debtors; (2) make an assignment for the benefit of creditors; or

(3) have a petition in bankruptcy or similar relief of debtors filed against you, which is not withdrawn or discharged within thirty (30) days of being filed.

4. REMEDIES. Our remedies if you default on this Security Agreement include the following (to the fullest extent permitted by law):

a. General. In the event that you are in Default under this Security Agreement, we may:

(i) declare any payments due to us under the Master Agreement immediately due; although if a Bankruptcy Event occurs or if you sell or transfer Collateral or the Premises without our approval, amounts payable to us will be considered immediately due without the need for such a declaration by us;

(ii) foreclose on the Collateral (and exercise any other rights with respect to the Collateral that we have under this Security Agreement or applicable law, including disabling the Solar System Equipment and/or removing the Solar System Equipment); and/or

(iii) pursue any other remedies available to us under applicable law, including those of a secured creditor permitted by applicable law.

b. Performance Call. If you receive a Performance Call from us, you must promptly pay in full the unpaid principal amount of the Performance Call, including, but not limited to all accrued interest, if any, and any other amounts and fees payable under this Security Agreement.

c. Taking Possession. If we choose to foreclose on the Collateral, we may, among other things, take possession of the Collateral and then sell, lease or otherwise dispose of the Collateral.

d. Right of Set-Off. Upon the occurrence of an Event of Default and the Default has not been cured, we are hereby authorized at any time and from time to time, with notice to you as required by this Addendum and the SREC Aggregation and Purchase Agreement and to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final, but specifically excluding any trust or segregated accounts) at any time held by us and any and all other indebtedness at any time owing by us to or for the credit or account of you against any and all of the your obligations irrespective of whether or not we shall have made any demand under this Security Agreement and although such obligations may be contingent or unmatured. We agree to promptly notify you after any such set-off and application made by us, provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. Our rights under this Section are in addition to any other rights and remedies (including, without limitation, other rights of set-off) which we may have. Nothing contained in this Security Agreement shall impair our right to exercise

any right of set-off or counterclaim we may have against you and to apply the amount subject to such exercise to the payment of your indebtedness unrelated to this Security Agreement.

e. **Deficiency Judgment.** To the fullest extent permitted by law, regardless of whether or not we foreclose on the Collateral, we may require that you pay any amounts payable by you under this Security Agreement and the Master Agreement less any proceeds that we realize from our exercise of our remedies under this Security Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ARE PERSONALLY LIABLE FOR ALL AMOUNTS PAYABLE UNDER THIS SECURITY AGREEMENT. WE ARE NOT REQUIRED TO FORECLOSE ON THE COLLATERAL BEFORE INITIATING PROCEEDINGS AGAINST YOU AND YOUR ASSETS.

Our rights under this Security Agreement are cumulative and we may exercise these rights at any time if you Default. In the event that we exercise any of our rights or remedies under this Security Agreement, you will continue to be in Default until such time that you pay to us all amounts due and payable to us and you have cured any and all Defaults. Our failure to take any action or delay taking any action related to your default, or similar or unrelated default, does not waive, or imply a waiver of, any of our rights under this Security Agreement.

5. **TERMINATION.** We may terminate this Security Agreement in the event of termination of the Master Agreement. This Security Agreement will terminate after you have paid in full all amounts payable by you under the Master Agreement and this Security Agreement. The terms of this Security Agreement that would, by their express nature, survive the termination of this Security Agreement (including the provisions under "Additional Obligations and Representations," "Indemnification," "Governing Law and Miscellaneous," "Notices and Contact Information," "Limitation of Liability" and "Termination") will survive and be enforceable under this Security Agreement. Upon termination of this Security Agreement, our security interest in the Collateral will terminate.

#### 6. NOTICES AND CONTACT INFORMATION

a. **Notices.** All notices may be in electronic form or in writing to the respective addresses set forth below; each party may change their Notice addresses via communication to the other party:

If to Seller: to the Seller's mailing address on our records, if in writing and to the Seller Email, if in electronic form.

If Buyer:

Attn: Legal

Phone: (312) 971-6245

Email: SREC@carbonsolutionsgroup.com

b. **Telephone Consumer Protection Act.** When you give us your mobile phone number, you are giving us your permission to contact you at that number about all of your Buyer accounts. Your permission allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls. This could include contact from companies working on behalf of Buyer to service your accounts. This does not allow us to use text messaging, artificial or prerecorded voice message and automatic dialing technology for telemarketing or sales calls. Message and data rates from your mobile provider may apply.

7. **SERVICER.** We may, upon any term or condition specified in this Security Agreement, delegate or exercise all or any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, this Security Agreement by or through any servicer, trustee, co-agent, employee, attorney-in-fact and any other Person selected by us from time to time ("Servicer").

8. **SUCCESSORS AND ASSIGNS; TRANSFERABILITY.** This Security Agreement shall bind and inure to the benefit of the Parties' respective successors and permitted assigns. You may not assign or transfer your rights or obligations under this Security Agreement without our prior written consent. Provided, however, if you sell your home, you may transfer your rights and obligations under this Security Agreement to the new Seller if the new Seller qualifies for and enters into a new Services obligation with us related to the Solar System Equipment pursuant to the following steps: (a) you and the new Seller notify us in writing at least thirty (30) days in advance of the sale of the home to the new Seller, (b) the new Seller (i) completes a credit application and is approved by us in accordance with our credit policies and procedures in place at that time, (ii) executes the required documentation relating to the new Services obligation including consents to any lien filings required by us and (c) you and the new Seller execute documentation transferring the Solar System Equipment and related warranties and service plan (if any) to the new Seller. Only upon completion of this process will your rights under the Master Agreement, including your right to receive the Performance Calls, be transferred to the new owner(s), who will thereafter become the Seller. Any attempt by you to assign or transfer your rights or



obligations under this Security Agreement outside this process will be null and void ab initio. We shall have the right, without the

consent of or notice to you to assign or transfer all or a portion of this Security Agreement and the related documents to an affiliate or a third party. In the case of such non-consensual assignment, you shall retain the right to immediately terminate this Security Agreement. Where you do not elect to terminate this Agreement, you authorize us to provide to an affiliate or third party any documentation that they may request, including but not limited to credit history, credit score or other information used to determine your eligibility for the services as well as payment history relating to the services.

9. Indemnification. To the extent permitted by applicable law each Party agrees to indemnify, defend and hold harmless the other Party, and any of said other Party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all third party claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any event or circumstance which is in any manner connected with the performance of this Security Agreement by such Party, except to the extent that such claim may be attributable to the gross negligence or willful misconduct of the Party seeking to be indemnified. Nothing contained herein shall be construed as prohibiting you, your officers, agents, or employees, from defending through the selection and use of your own agents, attorneys and experts, any claims, actions or suits brought against you. The Indemnifying Party shall likewise be liable for the cost, fees and expenses incurred in the Indemnitee's defense of any such claims, actions, or suits. Nothing contained herein shall be construed as constituting a waiver of Seller's defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification.

10. Limitation of liability. Our liability to you under this Security Agreement, if any, shall be limited to direct, actual damages. You agree that in no event shall either party be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages.

11. Governing law and miscellaneous.

a. Governing Law. This Security Agreement shall be governed by federal law and (to the extent not preempted by federal law) the laws of the State of Illinois (exclusive of principles of conflicts of laws).

b. Severability. Each provision hereof shall be severable from every other provision in determining its legal enforceability. If any of the provisions of this Security Agreement shall be invalid or unenforceable, the rest of the Security Agreement will stay in effect.

c. Survival. All covenants, representations and warranties made in this Security Agreement shall continue in full force and effect so long as any obligations under this Security Agreement remain outstanding.

d. Entire Agreement. This Security Agreement together with the Master Agreement and all supplements and addendums, constitutes and contains the entire agreement between the Parties regarding the Services provided to you by Buyer and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral. Our rights under this Security Agreement shall inure to the benefit of our successors and assigns, and your obligations under this Security Agreement and the Master Agreement shall be binding upon your heirs, estate, personal representatives and permitted assigns.

e. Amendments. This Security Agreement may only be amended, restated or otherwise modified with the written consent of the Parties. Any waiver or consent with respect to any provision of the Security Agreement shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on you in any one case shall entitle you to any other or further notice or demand in similar or other circumstances.

f. Reliance by Buyer. All covenants, agreement, representations and warranties made herein by you shall, notwithstanding any investigation by Buyer, be deemed to be material to and to have been relied upon by Buyer.

By signing below, you agree to the terms and conditions stated in this Security Agreement Addendum.

Seller: County of DuPage

Signed: \_\_\_\_\_

By: Deborah A. Conroy, Chair of DuPage County Board

Date: \_\_\_\_\_

**CARBON SOLUTIONS SREC** | 515 N State | Chicago, IL 60654 | 312.971.6245  
SREC.carbonsolutionsgroup.com

\*Buyer may require up to two times the original Collateral to be paid if System underperforms Cover Sheet D by more than 10% any given year or more than 2 years during the contract. This may be withheld from payments to Seller.

**Projected Net Payment to Seller**

*\*This payment is dependent upon acceptance into the ABP. If final System installation differs from that described in Cover Sheet A, payment(s) may be less. If System is accepted into the ABP at a lower Block Price, payment(s) may be lower. An updated Cover Sheet A, B, and C will be issued after ICC Contract Approval.*

**Projected Total REC Payments to Seller:**

Payments below are estimated until the system is accepted into ABP and energized. If system size, or specifications change payment made to Seller may be reduced. Additionally selection in a different Block than projected may result in a lower payment.

\$187,676.42 Projected Total REC Value (Before Collateral and Bonding)

\$10,181.86 Additional Collateral, Additional Fee (if applicable), Approved Vendor Fee

\$177,494.56 **Total Projected Payment(s) to Seller**

SREC Payment may be lower by the amount of the 5% collateral if the collateral is Covered by and Returned to Partner Company

**Projected Payment Schedule For Seller 25kW AC or less:**

REC payment for systems 25kW or less will be made upon system energization, completed ABP Part II Application and payment to Buyer by Contracting Utility. We anticipate that systems 25kW or smaller will receive their REC payment 12-15 months after energization. For systems energized at the time of signing this Agreement we anticipate that payment will occur 12-15 months after signing this Agreement.

\$17,969.60 Full REC Projected Payment

SREC Payment may be lower by the amount of the 5% collateral if the collateral is Covered by and Returned to Partner Company

**Projected Payment Schedule For Seller Over 25kW AC:**

The Initial REC payment for systems over 25kW will be made upon system energization, completed ABP Part II Application and payment to Buyer by Contracting Utility. We anticipate that the initial REC payment will be made 12-15 months after signing this agreement. For systems energized at the time of signing this Agreement we anticipate that the initial payment will occur 12-15 months days after signing this Agreement. Subsequent payments will be made quarterly.

**\$17,969.60**

\_\_\_\_\_ Initial Projected Payment to Seller

SREC Payment may be lower by the amount of the 5% collateral if the collateral is Covered by and Returned to Partner Company

**\$6,646.87**

\_\_\_\_\_ Projected Subsequent Quarterly Payments (24 quarters)

\*Payment will only occur after ABP approval of System and subsequent payment made by Contracting Utility to Buyer. The Contracting Utility pays on a quarterly schedule so payment may be delayed if system is accepted at the beginning or end of a quarter

**System Target REC Generation Table: Cover Sheet C (Preliminary only)**

***An updated Cover Sheet C will be issued when the System has Received IPA Approval to reflect the delivery schedule used by the IPA and Contracting Utility***

Systems must meet or exceed the generation in the following table. Systems that underperform in any given year will automatically have the Term of the Agreement extended in accordance with the Agreement. Systems that underperform may also have to immediately provide Buyer with Collateral. An example of Collateral Drawdown is outlined later in this Cover Sheet C.

Delivery Year	Delivery Year Expected REC Quantity (RECs)
Delivery Year 1	209
Delivery Year 2	206
Delivery Year 3	204
Delivery Year 4	203
Delivery Year 5	201
Delivery Year 6	200
Delivery Year 7	198
Delivery Year 8	197
Delivery Year 9	195
Delivery Year 10	194
Delivery Year 11	193
Delivery Year 12	191
Delivery Year 13	190
Delivery Year 14	188
Delivery Year 15	187
Subsequent Delivery Years	99.5% of the Delivery Year Expected REC Quantity calculated for the prior Delivery Year, rounded down

A new Cover Sheet C will be issued to system owners upon ABP approval with the final delivery Schedule.

### **Collateral Drawn Down Example**

Below is an example calculation.

**Example ABP Block Price:** \$65.61/REC

**Example System Delivery Target for delivery year:** 14 RECS

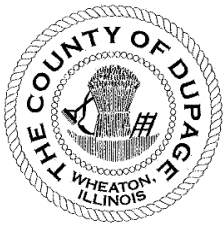
**Example System's actual REC Generation for year:** 12 RECS

**Example Calculation:**

$$\text{\$65.61 ABP Block Price} * ( \text{14 System Delivery Target} - \text{12 Actual REC Generation} ) = \text{\$131.22 Collateral Drawdown}$$

**Example Collateral Drawdown:** \$131.22

If a collateral drawdown is to occur Buyer will notify Seller at the end of the generation year where the under generation occurs. The Collateral Drawdown payment is owed to Buyer immediately upon notification and the Buyer has the right to draw this amount from the Seller automatically.



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Carbon Solutions SREC LLC
CONTACT PERSON:	Rhett Gopaul
CONTACT EMAIL:	rgopaul@carbonsolutionsgroup.com

### **Section II: Procurement Ordinance Requirements**

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

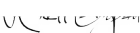
[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on File

Printed Name: Rhett Gopaul

Signature: 

Title: Director

Date: May 13 2025





## Stormwater Management Resolution

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

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**File #:** SM-R-0006-25

**Agenda Date:** 6/3/2025

**Agenda #:** 20.A.

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### INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE NORTH ADAMS STREET DETENTION NATURALIZATION PROJECT

WHEREAS, the VILLAGE OF WESTMONT (VILLAGE) and the COUNTY OF DUPAGE (COUNTY) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the North Adams Street Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed fourteen thousand seven hundred fifty dollars (\$14,750); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand seven hundred fifty dollars (\$14,750) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Village of Itasca, is hereby accepted and approved by the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Westmont, Attn: Jon Yeater, 155 E. Burlington Ave, Westmont, IL 60559; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 10<sup>th</sup> Day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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#: 25-1304	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$14,750.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$14,750.00
	CURRENT TERM TOTAL COST: \$14,750.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Village of Westmont	VENDOR #: 10469	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Jon Yeater	VENDOR CONTACT PHONE: 630-981-6285	DEPT CONTACT PHONE #: 630-407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: jyeater@westmont.il.gov	VENDOR WEBSITE: westmont.illinois.gov	DEPT REQ #: 1600-2513	
<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 project involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide then the basin will be seeded with a native seed mix.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Westmont's North Adams Street Detention Naturalization Project has been selected for funding for the FY 2025 Water Quality Improvement Program grant.			

### 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. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): Jun 30, 2026

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		Village of Westmont- North Adams Street Detention Naturalization Project	FY25	1600	3000	53830		14,750.00	14,750.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 14,750.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE NORTH ADAMS STREET  
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10<sup>th</sup> day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (hereinafter referred to as the VILLAGE).

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the North Adams Street Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed fourteen thousand seven hundred fifty dollars (\$14,750); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand seven hundred fifty dollars (\$14,750) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

**2.0 PROJECT DESCRIPTION.**

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

**3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be fifty-nine thousand dollars (\$59,000). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$44,250
<u>COUNTY OF DUPAGE</u>	<u>\$14750</u>
TOTAL	\$59,000

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.



- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fourteen thousand seven hundred fifty dollars (\$14,750). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
  - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed fourteen thousand seven hundred fifty dollars (\$14,750).
  - 5.2.3 In the event PROJECT costs total less than Fifty-Nine Thousand dollars (\$59,000), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 INDEMNIFICATION.**

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

**9.0 TERM OF THIS AGREEMENT.**

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 June 30, 2026, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

**10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

### **13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

Jonathan Yeater  
Public Works  
Village of Westmont  
155 E. Burlington Ave  
Westmont, Illinois, 60559

Claire Kissane  
Water Quality Specialist  
DuPage County Stormwater  
Management 421 N. County Farm  
Road  
Wheaton, Illinois 60187

### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

### **15.0 NO WAIVER OF TORT IMMUNITIES**

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

[This space left intentionally blank]

IN WITNESS HEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

\_\_\_\_\_  
Deborah A. Conroy,  
Chair

\_\_\_\_\_  
Ronald J. Gunter,  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Amanda Szymiski,  
Village Clerk



## Stormwater Management Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** SM-R-0007-25

**Agenda Date:** 6/3/2025

**Agenda #:** 20.B.

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### INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 3927 N LINCOLN DETENTION NATURALIZATION PROJECT

WHEREAS, the VILLAGE OF WESTMONT (VILLAGE) and the COUNTY OF DUPAGE (COUNTY) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 3927 N Lincoln Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed five thousand eight hundred sixty-five dollars (\$5,865); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed five thousand eight hundred sixty-five dollars (\$5,865) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Village of Westmont, is hereby accepted and approved by the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Westmont, Attn: Jon Yeater, 155 E. Burlington Ave, Westmont, IL 60559; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 10<sup>th</sup> Day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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#: 25-1306	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$5,865.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$5,865.00
	CURRENT TERM TOTAL COST: \$5,865.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Village of Westmont	VENDOR #: 10469	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Jon Yeater	VENDOR CONTACT PHONE: 630-9816285	DEPT CONTACT PHONE #: 630-407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: jyeater@westmont.il.gov	VENDOR WEBSITE: westmont.illinois.gov	DEPT REQ #: 1600-2514	
<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 project involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide then the basin will be seeded with a native seed mix.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Westmont's 3927 North Lincoln Detention Naturalization Project has been selected for funding for the FY 2025 Water Quality Improvement Program grant.			

### 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. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): Jun 30, 2026

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		Village of Westmont- 3927 North Lincoln Detention Naturalization Project	FY25	1600	3000	53830		5,865.00	5,865.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 5,865.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 3927 N LINCOLN  
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10<sup>th</sup> day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (hereinafter referred to as the VILLAGE).

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et.seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 3927 N Lincoln Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed five thousand eight hundred sixty-five dollars (\$5,865); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed five thousand eight hundred sixty-five dollars (\$5,865) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

## **2.0 PROJECT DESCRIPTION.**

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

## **3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be twenty-three thousand four hundred sixty dollars (\$23,460). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$17,595
COUNTY OF DUPAGE	\$5 865
TOTAL	\$23,460

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than five thousand eight hundred sixty-five dollars (\$5,865). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
  - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed five thousand eight hundred sixty-five dollars (\$5,865).
  - 5.2.3 In the event PROJECT costs total less than twenty-three thousand four hundred sixty dollars (\$23,460), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 INDEMNIFICATION.**



- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

**9.0 TERM OF THIS AGREEMENT.**

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 June 30, 2026, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

**10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

### **13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

Jonathan Yeater  
Public Works  
Village of Westmont  
155 E. Burlington Ave  
Westmont, Illinois, 60559

Claire Kissane  
Water Quality Specialist  
DuPage County Stormwater  
Management 421 N. County Farm  
Road  
Wheaton, Illinois 60187

### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

### **15.0 NO WAIVER OF TORT IMMUNITIES**

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

[This space left intentionally blank]

IN WITNESS HEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

\_\_\_\_\_  
Deborah A. Conroy,  
Chair

\_\_\_\_\_  
Ronald J. Gunter,  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Amanda Szymiski,  
Village Clerk



## Stormwater Management Resolution

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

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**File #:** SM-R-0008-25

**Agenda Date:** 6/3/2025

**Agenda #:** 20.C.

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND THE VILLAGE OF WESTMONT FOR THE 328 S WILMETTE AVENUE DETENTION  
NATURALIZATION PROJECT

WHEREAS, the VILLAGE OF WESTMONT (VILLAGE) and the COUNTY OF DUPAGE (COUNTY) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 328 S Wilmette Avenue Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed fourteen thousand two hundred thirty dollars (\$14,230); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand two hundred thirty dollars (\$14,230) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Village of Westmont, is hereby accepted and approved by the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to Transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Westmont, Attn: Jon Yeater, 155 E Burlington Ave, Westmont, IL 60559; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 10<sup>th</sup> Day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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#: 25-1308	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$14,230.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$14,230.00
	CURRENT TERM TOTAL COST: \$14,230.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Village of Wesmont	VENDOR #: 10469	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Jon Yeater	VENDOR CONTACT PHONE: 630-981-6285	DEPT CONTACT PHONE #: 630-407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: jyeater@westmont.il.gov	VENDOR WEBSITE: westmont.illinois.gov	DEPT REQ #: 1600-2515	
<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 project involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide then the basin will be seeded with a native seed mix.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Westmont's 328 South Wilmette Avenue Detention Naturalization Project has been selected for funding for the FY 2025 Water Quality Improvement Program grant.			

### 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. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): Jun 30, 2026



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		Village of Westmont- 328 South Wilmette Avenue Detention Naturalization Project	FY25	1600	3000	53830		14,230.00	14,230.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 14,230.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 328 S WILMETTE AVENUE  
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10<sup>th</sup> day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (hereinafter referred to as the VILLAGE).

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et.seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 328 S Wilmette Avenue Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed fourteen thousand two hundred thirty dollars (\$14,230); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand two hundred thirty dollars (\$14,230) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

#### **1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

#### **2.0 PROJECT DESCRIPTION.**

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

#### **3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be fifty-six thousand nine hundred twenty dollars (\$56,920). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$42,690
<u>COUNTY OF DUPAGE</u>	<u>\$14,230</u>
TOTAL	\$56,920

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fourteen thousand two hundred thirty dollars (\$14,230). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
  - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed fourteen thousand two hundred thirty dollars (\$14,230).
  - 5.2.3 In the event PROJECT costs total less than fifty-six thousand nine hundred twenty dollars (\$56,920), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 INDEMNIFICATION.**

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE 'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

**9.0 TERM OF THIS AGREEMENT.**

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 June 30, 2026, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

**10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.



- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

### **13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

Jonathan Yeater  
Public Works  
Village of Westmont  
155 E. Burlington Ave  
Westmont, Illinois, 60559

Claire Kissane  
Water Quality Specialist  
DuPage County Stormwater  
Management 421 N. County Farm  
Road  
Wheaton, Illinois 60187

### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

### **15.0 NO WAIVER OF TORT IMMUNITIES**

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

[This space left intentionally blank]

IN WITNESS HEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

\_\_\_\_\_  
Deborah A. Conroy,  
Chair

\_\_\_\_\_  
Ronald J. Gunter,  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Ananda Szymanski,  
Village Clerk



## Technology Requisition \$30,000 and Over

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

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**File #:** TE-P-0008-25

**Agenda Date:** 6/3/2025

**Agenda #:** 22.A.

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AWARDING RESOLUTION TO  
ACCELA, INC.  
FOR THE ANNUAL SUBSCRIPTION FOR  
VELOSIMO CONNECT ENTERPRISE FOR BLUEBEAM AND  
ACCELA CITIZEN ACCESS AND CIVIC PLATFORM  
FOR BUILDING AND ZONING, STORMWATER MANAGEMENT,  
DIVISION OF TRANSPORTATION AND PUBLIC WORKS  
(CONTRACT AMOUNT: \$1,144,575.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to Accela, Inc., for the annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam and Citizen Access and Civic Platform, for Building & Zoning, Stormwater, Division of Transportation, and Public Works.

NOW, THEREFORE, BE IT RESOLVED, that County contract covering said, for the annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam and Citizen Access and Civic Platform, for the period June 23, 2025 through June 22, 2029, for Building & Zoning, Stormwater, Division of Transportation, and Public Works, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Department to Accela, Inc., 2633 Camino Ramon, Suite 500, San Ramon, CA 94583, for a contract total amount not to exceed \$1,144,575.00.

Enacted and approved this 10<sup>th</sup> of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: 25-1109	RFP, BID, QUOTE OR RENEWAL #: Q-35144 & Q-36554	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,144,575.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,144,575.00
	CURRENT TERM TOTAL COST: \$1,144,575.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Accela Inc.	VENDOR #: 23818	DEPT: Building & Zoning	DEPT CONTACT NAME: Jim Stran
VENDOR CONTACT: Caitlin Carter	VENDOR CONTACT PHONE: 925-359-3411	DEPT CONTACT PHONE #: 630-407-6700	DEPT CONTACT EMAIL: Jim.Stran@dupagecounty.gov
VENDOR CONTACT EMAIL: ccarter@accela.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). One (1) year subscription service for Velosimo Connect Enterprise for Bluebeam and five (5) year subscription service for Accela Citizen Access and Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This software will provide the necessary bridge to allow plans to be submitted, reviewed and approved by applicants and County Staff, including concurrent reviews by multiple departments.			

### 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. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
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.  Accela is the sole provider for this software.
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.  Accela is a proprietary system.
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.  Accela is a proprietary system.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		Send Invoices To:	
Vendor: Accela Inc.	Vendor#: 23818	Dept: IT	Division:
Attn: Caitlin Carter	Email: ccarter@accela.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 2633 Camino Ramon, Suite 500	City: San Ramon	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75320-8298	State: IL	Zip: 60187
Phone: 925-359-3411	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		Ship to:	
Vendor: Accela Inc.	Vendor#: 23818	Dept: Building & Zoning	Division:
Attn:	Email:	Attn: Jim Stran	Email: Jim.Stran@dupagecounty.gov
Address: PO VBox 208298	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75320-8298	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6700	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 23, 2025	Contract End Date (PO25): Jun 22, 2029

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		Accela Velosimo Connect Enterprise for Bluebeam (FY25)	FY25	1100	2810	53807		34,720.81	34,720.81
2	1	EA		Accela Citizen Access and Civic Platform SaaS (FY25, FY26, FY27)	FY25	1100	2810	53807		646,203.30	646,203.30
3	1	EA		Accela Citizen Access and Civic Platform SaaS (FY28)	FY28	1100	2810	53807		226,171.16	226,171.16
4	1	EA		Accela Citizen Access and Civic Platform SaaS (FY29)	FY29	1100	2810	53807		237,479.73	237,479.73
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 1,144,575.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Five (5) year subscription service for Accela Citizen Access and Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



9110 Alcosta Blvd, Suite H #3030  
San Ramon, CA, 94583

Proposed by: Caitlin Carter  
Contact Phone: (925) 359 - 3411  
Contact Email: ccarter@accela.com  
Quote ID: Q-35144  
Valid Through: 3/04/2025  
Currency: USD

## Renewal Order Form

### Address Information

#### Bill To:

DuPage County  
421 N. County Farm Road  
Wheaton, Illinois, 60187  
United States

#### Ship To:

DuPage County  
421 N. County Farm Road  
Wheaton, Illinois 60187  
United States

Billing Name: Jim Stran  
Billing Phone: 6304076700  
Billing Email: jim.stran@dupageco.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Velosimo Connect Enterprise for Bluebeam	Year 1	06/23/2025	06/22/2026	12	\$34,720.81	1	\$34,720.81
TOTAL:							\$34,720.81

#### Pricing Summary

Period	Net Total
Year 1	\$34,720.81
Total	\$34,720.81

#### Renewal Terms/Information:

1. This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at [AccelaTerms](#) will govern as applicable, based on the Customer's purchase.
2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.
4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not

listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer’s first Subscription purchase.

- 5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
- 6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
- 7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer’s existing licenses.
- 8. Use of Velosimo products is subject to the applicable terms and conditions provided at [Velosimo](#).
- 9. The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access to the subscription service.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:





9110 Alcosta Blvd, Suite H #3030  
San Ramon, CA, 94583

Proposed by: Caitlin Carter  
Contact Phone: (925) 359 - 3411  
Contact Email: ccarter@accela.com  
Quote ID: Q-36554  
Valid Through: 06/01/2025  
Currency: USD

## Renewal Order Form

### Address Information

#### Bill To:

DuPage County  
421 N. County Farm Road  
Wheaton, Illinois, 60187  
United States

#### Ship To:

DuPage County  
421 N. County Farm Road  
Wheaton, Illinois 60187  
United States

Billing Name: Jim Stran  
Billing Phone: 6304076700  
Billing Email: jim.stran@dupageco.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 1	06/23/2025	06/22/2026	12	\$31,252.27	1	\$31,252.27
Accela Civic Platform - Subscription User - Stormwater	Year 1	06/23/2025	06/22/2026	12	\$2,668.82	22	\$58,714.12
Accela Civic Platform - Subscription User - Transportation	Year 1	06/23/2025	06/22/2026	12	\$2,668.82	8	\$21,350.59
Multi-User Subscription - Building & Zoning	Year 1	06/23/2025	06/22/2026	12	\$2,668.82	33	\$88,071.18
> Accela Building - SaaS	Year 1	06/23/2025	06/22/2026	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 1	06/23/2025	06/22/2026	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 1	06/23/2025	06/22/2026	12	\$2,668.82	6	\$16,012.94
> Accela Building - SaaS	Year 1	06/23/2025	06/22/2026	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 1	06/23/2025	06/22/2026	12	\$0.00	6	\$0.00
TOTAL:							\$215,401.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 2	06/23/2026	06/22/2027	12	\$31,252.27	1	\$31,252.27
Accela Civic Platform - Subscription User - Stormwater	Year 2	06/23/2026	06/22/2027	12	\$2,668.82	22	\$58,714.12
Accela Civic Platform - Subscription User -	Year 2	06/23/2026	06/22/2027	12	\$2,668.82	8	\$21,350.59

Transportation							
Multi-User Subscription - Building & Zoning	Year 2	06/23/2026	06/22/2027	12	\$2,668.82	33	\$88,071.18
> Accela Building - SaaS	Year 2	06/23/2026	06/22/2027	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 2	06/23/2026	06/22/2027	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 2	06/23/2026	06/22/2027	12	\$2,668.82	6	\$16,012.94
> Accela Building - SaaS	Year 2	06/23/2026	06/22/2027	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 2	06/23/2026	06/22/2027	12	\$0.00	6	\$0.00
<b>TOTAL:</b>							\$215,401.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 3	06/23/2027	06/22/2028	12	\$31,252.27	1	\$31,252.27
Accela Civic Platform - Subscription User - Stormwater	Year 3	06/23/2027	06/22/2028	12	\$2,668.82	22	\$58,714.12
Accela Civic Platform - Subscription User - Transportation	Year 3	06/23/2027	06/22/2028	12	\$2,668.82	8	\$21,350.59
Multi-User Subscription - Building & Zoning	Year 3	06/23/2027	06/22/2028	12	\$2,668.82	33	\$88,071.18
> Accela Building - SaaS	Year 3	06/23/2027	06/22/2028	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 3	06/23/2027	06/22/2028	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 3	06/23/2027	06/22/2028	12	\$2,668.82	6	\$16,012.94
> Accela Building - SaaS	Year 3	06/23/2027	06/22/2028	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 3	06/23/2027	06/22/2028	12	\$0.00	6	\$0.00
<b>TOTAL:</b>							\$215,401.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 4	06/23/2028	06/22/2029	12	\$32,814.88	1	\$32,814.88
Accela Civic Platform - Subscription User - Stormwater	Year 4	06/23/2028	06/22/2029	12	\$2,802.26	22	\$61,649.83
Accela Civic Platform - Subscription User - Transportation	Year 4	06/23/2028	06/22/2029	12	\$2,802.26	8	\$22,418.12
Multi-User Subscription - Building & Zoning	Year 4	06/23/2028	06/22/2029	12	\$2,802.26	33	\$92,474.74
> Accela Building - SaaS	Year 4	06/23/2028	06/22/2029	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 4	06/23/2028	06/22/2029	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 4	06/23/2028	06/22/2029	12	\$2,802.26	6	\$16,813.59
> Accela Building - SaaS	Year 4	06/23/2028	06/22/2029	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 4	06/23/2028	06/22/2029	12	\$0.00	6	\$0.00

<b>TOTAL:</b>	\$226,171.16
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Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 5	06/23/2029	06/22/2030	12	\$34,455.63	1	\$34,455.63
Accela Civic Platform - Subscription User - Stormwater	Year 5	06/23/2029	06/22/2030	12	\$2,942.38	22	\$64,732.32
Accela Civic Platform - Subscription User - Transportation	Year 5	06/23/2029	06/22/2030	12	\$2,942.38	8	\$23,539.03
Multi-User Subscription - Building & Zoning	Year 5	06/23/2029	06/22/2030	12	\$2,942.38	33	\$97,098.48
> Accela Building - SaaS	Year 5	06/23/2029	06/22/2030	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 5	06/23/2029	06/22/2030	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 5	06/23/2029	06/22/2030	12	\$2,942.38	6	\$17,654.27
> Accela Building - SaaS	Year 5	06/23/2029	06/22/2030	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 5	06/23/2029	06/22/2030	12	\$0.00	6	\$0.00
<b>TOTAL:</b>							\$237,479.73

#### Pricing Summary

Period	Net Total
Year 1	\$215,401.10
Year 2	\$215,401.10
Year 3	\$215,401.10
Year 4	\$226,171.16
Year 5	\$237,479.73
<b>Total</b>	<b>\$1,109,854.19</b>

#### Renewal Terms/Information:

1. This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at [AccelaTerms](#) will govern as applicable, based on the Customer's purchase.
2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.
4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

- 5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
- 6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
- 7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer’s existing licenses.
- 8. The prepayment amount for Years 1 through 3 of the order is \$646,203.30. Years 4 and 5 will be billed annually thereafter.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

5/22/2025

DuPage County, IL  
421 N County Farm Road  
Wheaton, IL 60187

Re: Sole Source Status

Dear Sarah Godzicki:

Please allow me to offer the following information to clarify the source status of Accela, Inc.'s ("Accela") products and services. Accela, as owner and software manufacturer of Accela software products and services, is the sole source provider of technical support and maintenance for all Accela software products and services licensed to DuPage County, IL , including Accela Citizen Access, Accela Civic Platform Users, and Multi-User Subscription (Building & Planning). No third-party vendor, company, or entity is authorized to develop new features for, provide development services for, or to maintain these products and services.

If you have any questions or concerns, please contact Madina Sharifi via email at [msharifi@accela.com](mailto:msharifi@accela.com).

Sincerely,

**Signature on File**

Michael E. Gigliello  
Controller



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Apr 22, 2025

Bid/Contract/PO #:

Company Name: Accela, Inc.	Company Contact: Contracts Admin
Contact Phone: (925) 659-3200	Contact Email: contractsadmin@accela.com

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

### I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Michael E. Gigliello

Title Controller

Date Apr-24-2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



## Transportation Resolution

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

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**File #:** DT-R-0013-25

**Agenda Date:** 6/3/2025

**Agenda #:** 23.A.

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AWARDING RESOLUTION  
TO SKC CONSTRUCTION, INC.  
2025 PAVEMENT PRESERVATION/CRACK SEALING PROGRAM  
SECTION 25-CRKSL-09-GM  
(COUNTY COST: \$30,000.00)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges and appurtenances; and

WHEREAS, bids were solicited through the Municipal Partners Initiative for the 2025 construction year that also included optional years 2026 and 2027; and

WHEREAS, per the invitation to bid, the award of a contract was based on the lowest responsible bidder for year 1 (2025), year 2 (2026) and year 3 (2027); and

WHEREAS, the lowest responsible bidder for DuPage County was determined to be SKC Construction, Inc.; and

WHEREAS, the budget for the 2025 fiscal year provides for the construction and maintenance of roads, bridges and appurtenances, including crack sealing; and

WHEREAS, it is in the best interest of the County of DuPage to contract with SKC Construction, Inc. for the 2025 Pavement Preservation/Crack Sealing Program, Section 25-CRKSL-09-GM, in the amount of \$30,000.00.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions and specifications set forth in said contract proposal be, and is hereby entered with SKC Construction, Inc., PO Box 503, West Dundee, Illinois 60118 in the amount of \$30,000.00; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto the aforesaid contract with SKC Construction, Inc.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Submitted Bid - SKC Construction, Inc.						ESTIMATED QUANTITY BY MUNICIPAL														
						Burr Ridge		Darlen		Downers Grove		DuPage County		Elmhurst		Hanover Park		Lombard		
						2025		2025		2025		2025		2025		2025		2025		
Item No.	Items	Unit	Total Quantity	Unit Price	Total Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	
A	CRACK SEALING ASPHALT PAVEMENT	POUND	83000	\$ 1.67	\$ 138,610.00		\$ -	23000	\$ 38,410.00		\$ -		\$ -	5000	\$ 8,350.00		\$ -		\$ -	
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	2500	\$ 3.00	\$ 7,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2500	\$ 7,500.00	
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	323500	\$ 1.38	\$ 446,430.00	41000	\$56,580.00	55000	\$ 75,900.00	30000	\$ 41,400.00	19000	\$26,220.00		\$ -	27500	\$37,950.00	62000	\$ 85,560.00	
D	SEAL COAT BIKE PATH	SQ YD	15100	\$ 1.07	\$ 16,157.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
E	SEAL COAT PARKING LOT	SQ YD	77500	\$ 1.19	\$ 92,225.00		\$ -		\$ -	17500	\$ 20,825.00		\$ -	27000	\$32,130.00		\$ -		\$ -	
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	37200	\$ 0.42	\$ 15,624.00		\$ -		\$ -	9200	\$ 3,864.00		\$ -	14000	\$ 5,880.00		\$ -		\$ -	
G	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	\$ 10.00	\$ 600.00		\$ -		\$ -	60	\$ 600.00		\$ -		\$ -		\$ -		\$ -	
H	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ.FT	960	\$ 3.90	\$ 3,744.00		\$ -		\$ -	60	\$ 234.00		\$ -	400	\$ 1,560.00		\$ -		\$ -	
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	\$ 500.00	\$ 500.00		\$ -		\$ -		\$ -	1	\$ 500.00		\$ -		\$ -		\$ -	
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	POUND	12000	\$ 2.46	\$ 29,520.00		\$ -		\$ -	12000	\$ 29,520.00		\$ -		\$ -		\$ -		\$ -	
					\$ 750,910.00			\$ 56,580.00		\$ 114,310.00		\$ 96,443.00		\$ 26,720.00		\$ 47,920.00		\$ 37,950.00		\$ 93,060.00
					\$ 750,910.00															

Submitted Bid - Denler, Inc.						ESTIMATED QUANTITY BY MUNICIPAL														
						Burr Ridge		Darlen		Downers Grove		DuPage County		Elmhurst		Hanover Park		Lombard		
						2025		2025		2025		2025		2025		2025		2025		
Item No.	Items	Unit	Total Quantity	Unit Price	Total Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	
A	CRACK SEALING ASPHALT PAVEMENT	POUND	83000	\$ 1.63	\$ 135,290.00		\$ -	23000	\$ 37,490.00		\$ -		\$ -	5000	\$ 8,150.00		\$ -		\$ -	
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	2500	\$ 2.96	\$ 7,400.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2500	\$ 7,400.00	
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	323500	\$ 1.50	\$ 485,250.00	41000	\$61,500.00	55000	\$ 82,500.00	30000	\$ 45,000.00	19000	\$28,500.00		\$ -	27500	\$41,250.00	62000	\$ 93,000.00	
D	SEAL COAT BIKE PATH	SQ YD	15100	\$ 1.20	\$ 18,120.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
E	SEAL COAT PARKING LOT	SQ YD	77500	\$ 1.30	\$ 100,750.00		\$ -		\$ -	17500	\$ 22,750.00		\$ -	27000	\$35,100.00		\$ -		\$ -	
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	37200	\$ 0.47	\$ 17,484.00		\$ -		\$ -	9200	\$ 4,324.00		\$ -	14000	\$ 6,580.00		\$ -		\$ -	
G	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	\$ 3.17	\$ 190.20		\$ -		\$ -	60	\$ 190.20		\$ -		\$ -		\$ -		\$ -	
H	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	960	\$ 2.45	\$ 2,352.00		\$ -		\$ -	60	\$ 147.00		\$ -	400	\$ 980.00		\$ -		\$ -	
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	\$ 500.00	\$ 500.00		\$ -		\$ -		\$ -	1	\$ 500.00		\$ -		\$ -		\$ -	
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	POUND	12000	\$ 2.40	\$ 28,800.00		\$ -		\$ -	12000	\$ 28,800.00		\$ -		\$ -		\$ -		\$ -	
					\$ 796,136.20			\$ 61,500.00		\$ 119,990.00		\$ 101,211.20		\$ 29,000.00		\$ 50,810.00		\$ 41,250.00		\$ 100,400.00
					\$ 796,136.20															

_ITY									
Villa Park		Wheaton		Wood Dale		Woodridge			
2025		2025		2025		2025		2026	2027
QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	5.0%	5.0%
	\$ -	24000	\$40,080.00	7000	\$11,690.00	24000	\$ 40,080.00	\$ 42,084.00	\$ 44,188.20
	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
40000	\$55,200.00	10000	\$13,800.00	10000	\$13,800.00	29000	\$ 40,020.00	\$ 42,021.00	\$ 44,122.05
	\$ -		\$ -		\$ -	15100	\$ 16,157.00	\$ 16,964.85	\$ 17,813.09
	\$ -	28000	\$33,320.00	5000	\$ 5,950.00		\$ -	\$ -	\$ -
	\$ -	14000	\$ 5,880.00		\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
	\$ -	500	\$ 1,950.00		\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
\$ 55,200.00		\$ 95,030.00		\$ 31,440.00		\$ 96,257.00		\$ 101,069.85 \$ 101,069.85	\$ 106,123.34 \$ 106,123.34

_ITY									
Villa Park		Wheaton		Wood Dale		Woodridge			
2025		2025		2025		2025		2026	2027
QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	5.0%	5.0%
	\$ -	24000	\$39,120.00	7000	\$11,410.00	24000	\$ 39,120.00	\$ 41,076.00	\$ 43,129.80
	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
40000	\$60,000.00	10000	\$15,000.00	10000	\$15,000.00	29000	\$ 43,500.00	\$ 45,675.00	\$ 47,958.75
	\$ -		\$ -		\$ -	15100	\$ 18,120.00	\$ 19,026.00	\$ 19,977.30
	\$ -	28000	\$36,400.00	5000	\$ 6,500.00		\$ -	\$ -	\$ -
	\$ -	14000	\$ 6,580.00		\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
	\$ -	500	\$ 1,225.00		\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
\$ 60,000.00		\$ 98,325.00		\$ 32,910.00		\$ 100,740.00		\$ 105,777.00 \$ 105,777.00	\$ 111,065.85 \$ 111,065.85



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 5-28-25

Bid/Contract/PO #: 2025 Crack Seal Pkt  
Preserv.

Company Name: <u>SKO CONSTRUCTION, INC.</u>	Company Contact: <u>Kevin Bergquist</u>
Contact Phone: <u>847-214-9800</u>	Contact Email: <u>Kbergquist@skoconstruction.com</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on file

Printed Name

JEFFREY K. BERGQUIST  
PRESIDENT

Title

Date

5-28-25

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



## Transportation Resolution

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

**File #:** DT-R-0014-25

**Agenda Date:** 6/3/2025

**Agenda #:** 23.B.

AWARDING RESOLUTION  
TO SCHROEDER ASPHALT SERVICES, INC.  
FOR LISLE TOWNSHIP 2025 ROAD MAINTENANCE  
SECTION 25-04115-00-RS  
(ESTIMATED TOWNSHIP COST: \$1,353,606.86)

WHEREAS, the Lisle Township Highway Commissioner is authorized and empowered, with the approval of the County Engineer and the Illinois Department of Transportation, to construct, repair, and improve Township roads, bridges, and appurtenances using Motor Fuel Tax Funds; and

WHEREAS, the County of DuPage, on behalf of the Lisle Township Road District, has published a contract proposal for the 2025 Road Maintenance Program, Section 25-04115-00-RS, setting forth the terms, conditions, and specifications, a copy of which is incorporated herein by reference; and

WHEREAS, the following bids were received in compliance with the contract proposal for the above referenced section:

<u>NAME</u>	<u>BID AMOUNT</u>
Schroeder Asphalt Services, Inc.	\$1,353,606.86
Geneva Construction Company	\$1,364,663.11
Brothers Asphalt	\$1,387,642.11
M & J Asphalt Paving Company, Inc.	\$1,423,496.65
R W Duntelman Company	\$1,522,200.00

; and

WHEREAS, Schroeder Asphalt Services, Inc. was the lowest responsible bidder; and

WHEREAS, the Lisle Township Highway Commissioner has approved the bid proposal of \$1,353,606.86; and

WHEREAS, it is in the best interest of the County to award a contract for the Lisle Township 2025 Road Maintenance Program to Schroeder Asphalt Services, Inc.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with all terms of the contract proposal previously published by the County, be, and is hereby awarded on behalf of the Lisle Township Road District to Schroeder Asphalt Services, Inc. for their bid in the amount of \$1, 353,606.86; and

BE IT FURTHER RESOLVED that this contract rate is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED, that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached contract with said Schroeder Asphalt Services, Inc., subject to the approval of the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this Resolution to the Illinois Department of Transportation and the Lisle Township Highway Commissioner, by and through the DuPage County Division of Transportation.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



2025 MAY 22 PM 2:00

**DU PAGE COUNTY**  
**DIVISION OF TRANSPORTATION**

**OPENING OF PROPOSALS**

Thursday, May 22, 2025  
2:00 PM

**Lisle Township 2025 Resurfacing**  
Section 25-04115-00-RS (aka 25-04000-01-GM)

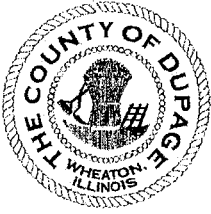
Engineer's Estimate: \$1,365,562.55

BIDDER	√	BID AMOUNT
Builders Paving, LLC		
R.W. Dunteman Co.		\$ 1,522,200.00
Geneva Construction Company LLC		\$ 1,364,663.11
Schroeder Asphalt Services —		\$ 1,353,606.86
Brothers Asphalt Paving, Inc.		\$ 1,387,642.11
Davis Concrete Construction Company		
M & J Asphalt Paving Company, Inc.		\$ 1,423,496.65

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
  - Cover page
  - Proposal
  - Signatures
  - Notice to Bidders
  - Contractor Certifications
  - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

*KBC*



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Lisle Township Road District, Sec. 25-040000-01-GM
COMPANY NAME:	Schroeder Asphalt Services, Inc.
CONTACT PERSON:	Rachael McDow
CONTACT EMAIL:	rachael@schroederasphalt.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
N/A				



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
N/A		

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Ronald Schroeder

Signature: Signature on file

Title: President

Date: May 22, 2025



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0035-25

**Agenda Date:** 6/3/2025

**Agenda #:** 23.C.

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AWARDING RESOLUTION  
ISSUED TO TRAFFIC CONTROL CORPORATION  
CENTRACS ATMS SOFTWARE MAINTENANCE AND SUPPORT  
FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$36,773.00)

WHEREAS, a sole source quotation has been obtained in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Traffic Control Corporation, for annual maintenance and support for the Division of Transportation's Centracs ATMS software program, for the period July 1, 2024 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract for annual maintenance and support for the Division of Transportation's Centracs Advanced Traffic Management Software Program, for the period July 1, 2025 through June 30, 2026, is hereby approved for issuance to Traffic Control Corporation, 10435 Argonne Woods Drive, Woodridge, Illinois 60517, for a contract total not to exceed \$36,773.00.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
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#: 25-1371	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$36,773.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$36,773.00
	CURRENT TERM TOTAL COST: \$36,773.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Traffic Control Corporation	VENDOR #: 26422	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Mitch Bright	VENDOR CONTACT PHONE: 630-248-2439	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: mb@tcc1.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-55	

#### Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

Recommendation for the approval of a contract purchase order to Traffic Control Corporation, for Advanced Traffic Management Software (ATMS), Centrac Software Maintenance Agreement (SMA), premier for remote communication with the County central signal system for the Division of Transportation Traffic Department, for the period July 1, 2025 through June 30, 2026, for a total contract amount of \$36,773.00; per 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (sole source - direct replacement of compatible equipment parts or proprietary software).

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

The software is used to observe and improve traffic flow, collect traffic data, monitor hardware conditions and recommend preventative maintenance as part of the County's commitment to state of good repair, motorist and pedestrian safety, and environmental stewardship.

### 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.  
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

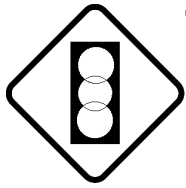
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	<p>Select an item from the following dropdown menu to justify why this is a sole source procurement.</p> <p>SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE</p>
NECESSITY AND UNIQUE FEATURES	<p>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.</p> <p>This is a proprietary software manufactured and licensed by Econolite, and sold exclusively through the local distributor, Traffic Control Corporation. The initial selection followed the federal systems engineering process and was approved by IDOT, FHWA, and the DuPage County Board. That selection process included review of a variety of applications from which Centracs ATMS was selected. Traffic Control Corporation is the only approved source in Illinois to sell the Econolite products.</p>
MARKET TESTING	<p>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.</p> <p>see sole source letter attached.</p>
AVAILABILITY	<p>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.</p> <p>Traffic Control Corporation in Woodridge, IL is the sole authorized Econolite distributor for the State of Illinois.</p>

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Traffic Control Corporation	Vendor#: 26422	Dept: Division of Transportation	Division: Accounts Payable
Attn: Mitch Bright	Email: mb@tcc1.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 10435 Argonne Woods Drive	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Traffic Control Corporation	Vendor#: 26422	Dept: Division of Transportation	Division: Traffic Department
Attn:	Email:	Attn: Stephen Zulkowski	Email: stephen.zulkowski@dupagecounty.gov
Address: same as above.	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6885	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2025	Contract End Date (PO25): Jun 30, 2026

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		Centracs (ATMS) Software MNTC & Support SVC	FY25	1500	3500	53807		36,773.00	36,773.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 36,773.00

Comments	
HEADER COMMENTS	<p>Provide comments for P020 and P025.</p> <p>Annual subscription for Advanced Traffic Management Software (ATMS), Centracs Software Maintenance Agreement (SMA), premier for remote communication with the County central signal system effective July 1, 2025 through June 30, 2026 - sole source.</p>
SPECIAL INSTRUCTIONS	<p>Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.</p> <p>Email Approved PO to: Mitch Bright, Stephen Zulkowski, William Bell, Mike Figuray, Roula Eikosidekas, DOT Finance@dupagecounty.gov and Maryann Sioson (maryann.sioson@dupagecounty.gove)</p>
INTERNAL NOTES	<p>Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.</p> <p>see above.</p>
APPROVALS	<p>Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.</p>

**TRAFFIC CONTROL  
CORPORATION**10435 ARGONNE WOODS DRIVE  
WOODRIDGE, IL 60517  
P: 630-543-1300 F: 630-543-5050

# QUOTATION

Number 664284

Page: 1 of 1

**To:** 13032DUPAGE COUNTY DOT  
421 N COUNTY FARM ROAD  
WHEATON IL 60187-2553 USA**Attn:** WILLIAM EIDSON**Email:** WILLIAM.EIDSON@DUPAGECO.ORG**Phone:** 630-682-7318 **Fax:** 630-510-2736**Quote Date:** 5/5/2025**Expires:** 6/27/2025**Terms:** NET 60 BASED ON APPROVED CREDIT**FOB:** DESTINATION-FRT INCLUDED**Salesperson:** MITCH BRIGHT**Email:** MB@TCC1.com**Phone:** (630) 248-2439**Letting Date:****Location:** COUNTY OF DUPAGE, IL**Book / Call / Item:****Description:** CENTRACS SMA RENEWAL 1-YEAR**Contract No:**

Part Number / Description	Unit Price	Qty/UM	Net Price
CENTRACS PREMIER SMA - 1 YEAR	36,773.00	1.00 EA	36,773.00
CENTRACS ATMS - SOFTWARE MAINTENANCE AGREEMENT FOR 1-YEAR			

( COVERAGE EFFECTIVE JULY 1ST, 2025 - JUNE 30TH, 2026)

PREMIER - Provides for:

One annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Agency.

System Health Monitoring. A third-party application is used to collect data from the Centracs Software, the Centracs Database, the Centracs System Servers and the Centracs System Network that can be reviewed to identify anomalous system behavior.

Cloud backup of Core database

Technical support of system software via telephone, email, Tech Support Site, or remote access provided by

the Agency.

Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.

Item Total:	36,773.00
Misc Charges and Adjustments:	0.00

**Quote Total: 36,773.00**

Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order.  
Additional terms may apply. Review our full Terms & Conditions of Sale at [www.trafficcontrolcorp.com](http://www.trafficcontrolcorp.com).

May 5<sup>th</sup>, 2025

To: DuPage County Division of Transportation

This letter is to confirm that Traffic Control Corporation in Woodridge, IL is the only authorized seller, service and repair supplier for our Econolite product lines. Traffic Control Corporation is the sole authorized Econolite Distributor for the State of Illinois.

### Econolite Products include:

- Traffic Signal Controllers: Cobalt, ASC/3, ASC/2 and all 2070 models
- Traffic Signal Cabinets: NEMA, ATC and Safetran 33x
- Traffic Signal Heads: Aluminum and Polyurethane, Vehicle and Pedestrian Signals
- Vehicle and Bicycle Detection: Autoscope Video, Vision HD and EVO Radar
- System Software: Centrac's ATMS and Software Maintenance Agreements (SMA), Centrac's Mobility including all modules

This includes all our product family of traffic signal controllers, traffic signal cabinets, video & radar detection, traffic signal heads and Centrac's system software. Traffic Control Corporation is exclusive for the State of Illinois. Traffic Control Corporation contact information.

Traffic Control Corporation  
10435 Argonne Woods Dr.  
Woodridge, IL. 60517  
(630) 543-1300  
[www.trafficcontrolcorp.com](http://www.trafficcontrolcorp.com)

We are fully authorized to sell, supervise installations, and provide warranty service for Econolite products for the traffic and transportation industry.

Warranty and customer service from Econolite is only available for products purchased from an authorized distributor. The authorized distributor in the state of Illinois is Traffic Control Corporation.

Sincerely,

## Signature on file

Brian Garrett  
Director of Sales, East  
Econolite  
346.376.3565  
[BGarrett@Econolite.com](mailto:BGarrett@Econolite.com)



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	TRAFFIC CONTROL CORPORATION
CONTACT PERSON:	ANTHONY MCCHRYSAL
CONTACT EMAIL:	AMCCHRYSAL@TCCI.COM

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge

Printed Name: ANTHONY MCCHRISTAL

Signature: \_\_\_\_\_

Signature on file

Title: INSIDE SALES MANAGER

Date: 4-28-2025



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0036-25

**Agenda Date:** 6/3/2025

**Agenda #:** 23.D.

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AWARDING RESOLUTION ISSUED TO MAC'S BODY SHOP, INC.  
TO PROVIDE AUTO BODY REPAIRS AS NEEDED  
FOR THE DIVISION OF TRANSPORTATION AND SHERIFF'S OFFICE  
(CONTRACT TOTAL NOT TO EXCEED \$70,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee and Judicial Public Safety Committee recommends County Board approval for the issuance of a contract to Mac's Body Shop, Inc., to provide auto body repairs, as needed for the Division of Transportation and Sheriff's Office, for the period July 1, 2025 through June 30, 2026.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide auto body repairs, as needed, for the period July 1, 2025 through June 30, 2026 is hereby approved for issuance to Mac's Body Shop, Inc., 652 Lake St., Addison, Illinois 60101, for a contract total amount not to exceed \$70,000.00, per lowest responsible bid #23-071-DOT (Division of Transportation \$20,000.00 and Sheriff's Office \$50,000.00).

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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

General Tracking		Contract Terms	
FILE ID#: 25-1327	RFP, BID, QUOTE OR RENEWAL #: #23-071-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$79,900.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$299,800.00
	CURRENT TERM TOTAL COST: \$70,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Mac's Body Shop Inc.	VENDOR #: 10197	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: John McNicholas	VENDOR CONTACT PHONE: 630-462-1455	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: macsbs@aol.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-51	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).			
Recommendation for the approval of a contract to Mac's Body Shop Inc., to provide automotive body repairs for the DOT Fleet and Sheriff's Office on an as needed basis, for the period of July 1, 2025 through June 30, 2026, for a combined contract total not to exceed \$70,000.00 (Division of Transportation \$20,000 / Sheriff's \$50,000); per renewal option under bid award #23-071-DOT, second of three renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
Automotive body repair services are required to fix damaged vehicles owned by the County for DOT and the Sheriff's Department.			

### 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.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Mac's Body Shop Inc.	Vendor#: 10197	Dept: Division of Transportation	Division: Accounts Payable
Attn: John McNicholas	Email: macsbs@aol.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 652 W. Lake Street	City: Addison	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-462-1455	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Mac's Body Shop Inc.	Vendor#: 10197	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2025	Contract End Date (PO25): Jun 30, 2026

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		DOT - Auto Body Repairs	FY25	1500	3520	53380		10,000.00	10,000.00
2	1	EA		DOT - Auto Body Repairs	FY26	1500	3520	53380		10,000.00	10,000.00
3	1	EA		Sheriff's - Auto Body Repairs	FY25	1000	4400	53380		25,000.00	25,000.00
4	1	EA		Sheriff's - Auto Body Repairs	FY26	1000	4400	53380		25,000.00	25,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 70,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.  To provide automotive body repairs for the DOT Fleet & Sheriff's Office for a one-year term.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  Email Approved PO to: John McNicolas, William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.  see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
AUTOMOTIVE AND HEAVY-DUTY BODY REPAIR 23-071-DOT  
BID TABULATION

				Al Piemonte Ford Sales		Mac's Body Shop Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
SECTION 1: Automotive Body Repair							
1	Body Labor	HR	250	\$ 60.00	\$ 15,000.00	\$ 52.00	\$ 13,000.00
2	Paint Labor	HR	100	\$ 60.00	\$ 6,000.00	\$ 52.00	\$ 5,200.00
3	Paint and Suplies	HR	100	\$ 39.00	\$ 3,900.00	\$ 33.00	\$ 3,300.00
4	Mechanical	HR	100	\$ 165.00	\$ 16,500.00	\$ 80.00	\$ 8,000.00
5	Frame	HR	50	\$ 95.00	\$ 4,750.00	\$ 80.00	\$ 4,000.00
6	Towing Charge	1-way	20	\$ 250.00	\$ 5,000.00	\$ 125.00	\$ 2,500.00
SECTION 2: Automotive Motor Crash Guide							
NO.	ITEM	EST. VALUE		% MARK-UP DISCOUNT	EXTENDED PRICE	% MARK-UP DISCOUNT	EXTENDED PRICE
7	Annual Expected Expenditure	\$10,000.00		-30.00%	\$ 7,000.00	-5.00%	\$ 9,500.00
TOTAL: AUTOMOTIVE BODY REPAIR					\$ 58,150.00		\$ 45,500.00

				Al Piemonte Ford Sales		Mac's Body Shop Inc.	
SECTION 3: Heavy-Duty Body Repair							
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
8	Body Labor	HR	100	\$ 65.00	\$ 6,500.00	No Bid	
9	Paint Labor	HR	40	\$ 65.00	\$ 2,600.00	No Bid	
10	Paint and Suplies	HR	40	\$ 42.00	\$ 1,680.00	No Bid	
11	Mechanical	HR	50	\$ 185.00	\$ 7,400.00	No Bid	
12	Frame	HR	40	\$ 95.00	\$ 3,800.00	No Bid	
13	Towing Charge	1-way	6	\$ 400.00	\$ 2,400.00	No Bid	
SECTION 4: Heavy-Duty Motor Crash Guide							
NO.	ITEM	EST. VALUE		% MARK-UP DISCOUNT	EXTENDED PRICE	% MARK-UP DISCOUNT	EXTENDED PRICE
14	Annual Expected Expenditure	\$10,000.00		-30.00%	\$ 7,000.00	No Bid	
TOTAL: HEAVY-DUTY BODY REPAIR					\$ 31,380.00		\$ -

NOTES
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Bid Opening 5/11/2023 @ 2:30 PM	VC, NE
Invitations Sent	21
Total Vendors Requesting Documents	0
Total Bid Responses	2



## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Mac's Body Shop Inc., located at 652 W. Lake Street, Addison, IL 60101, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-071-DOT which became effective on 6/14/2023 and which will expire 6/30/2025. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 6/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on file

SIGNATURE

John McNicholas

PRINTED NAME

VP

PRINTED TITLE

5-6-25

DATE

SIGNATURE

Sara Rogers

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

### SECTION 7 - BID FORM PRICING

The quantities shown are approximate and are intended to establish pricing. The County reserves the right to change any of the quantities to meet its requirements and to order as needed. Prices shall remain constant for the duration of the contract. All goods shall be F.O.B. Destination.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
<b>SECTION 1: Automotive Body Repair</b>					
1	Body Labor	HR	250	\$ 52.00	\$ 13,000.00
2	Paint Labor	HR	100	\$ 52.00	\$ 5,200.00
3	Paint and Supplies	HR	100	\$ 33.00	\$ 3,300.00
4	Mechanical	HR	100	\$ 80.00	\$ 8,000.00
5	Frame	HR	50	\$ 80.00	\$ 4,000.00
6	Towing Charge	1-way	20	\$ 125.00	\$ 2,500.00
NO.	ITEM		EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE	EXTENDED PRICE
<b>SECTION 2 - Automotive Motor Crash Guide</b> Provide a percentage markup or discount off list price in the Motor Crash Guide.					
7	Annual Expected Expenditure		\$10,000	+10 - 5.00 %	\$ -500.00
<b>TOTAL SECTION 1 &amp; 2</b>					\$ 35,500.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
<b>SECTION 3 - Heavy-Duty Body Repair</b>					
8	Body Labor	HR	100	\$	\$
9	Paint Labor	HR	40	\$	\$
10	Paint and Supplies	HR	40	\$	\$
11	Mechanical	HR	50	\$	\$
12	Frame	HR	40	\$	\$
13	Towing Charge	1-way	6	\$	\$
<b>Section 4 - Heavy-Duty Motor Crash Guide</b> Provide a percentage markup or discount off list price in the Motor Crash Guide.					
NO.	ITEM		EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE	EXTENDED PRICE
14	Annual Expected Expenditure		\$10,000	+ / - %	\$
<b>TOTAL SECTION 3 &amp; 4</b>					\$
<b>GRAND TOTAL</b>					\$



SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on file

X

Sec

(Signature and Title)

CORPORATE SEAL  
(If available)

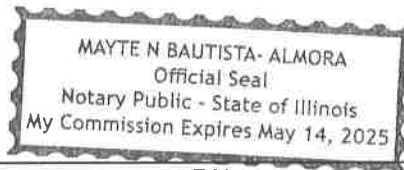
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 9th day of May AD, 2023

Signature on file

My Commission Expires: 5/14/25

(Notary Public)



SEAL

## (PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

692

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	John McNicholas	NAME	Mac's Body Shop
CONTACT	John	CONTACT	John
ADDRESS	652 W. Lake St.	ADDRESS	652 W. Lake St.
CITY ST ZIP	Addison IL 60101	CITY ST ZIP	Addison, IL 60101
TX	630-462-1455	TX	630-462-1455
FX	630-396-2242	FX	630-396-2242
EMAIL	Mac'sBS@AOL.com	EMAIL	Mac'sBS@AOL.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900 EMAIL: DOTFinance@dupageco.org		DuPage County Fleet Maintenance Building 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6931 EMAIL: William Bell@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED  
(FREIGHT INCLUDED IN PRICE)



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-071-DOT
COMPANY NAME:	Mac's Body Shop inc
CONTACT PERSON:	John McMichael
CONTACT EMAIL:	Macbs@aol.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: John McNicholas

Signature: \_\_\_\_\_

Signature on file

Title: VP

Date: \_\_\_\_\_

5-6-25



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0037-25

**Agenda Date:** 6/3/2025

**Agenda #:** 23.E.

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AWARDING RESOLUTION  
ISSUED TO AUTO TECH CENTERS, INC.  
TO FURNISH AND DELIVER GOODYEAR TIRES  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$120,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Association of State Procurement Officers (NASPO #24155), the County of DuPage will contract with Auto Tech Centers, Inc.; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Auto Tech Centers, Inc., to furnish and deliver Goodyear tires, as needed for the Division of Transportation, for the period July 1, 2025 through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Goodyear tires, as needed for the Division of Transportation, for the period July 1, 2025 through June 30, 2026, is hereby approved for issuance to Auto Tech Centers, Inc., 4005 West Elm Street, McHenry, Illinois 60050, for a contract total not to exceed \$120,000.00.

Enacted and approved this 10th day of June, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
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#: 25-1328	RFP, BID, QUOTE OR RENEWAL #: NASPO #24155	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$120,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST: \$120,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Auto Tech Centers, Inc.	VENDOR #: 11260	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Mike Miculinich	VENDOR CONTACT PHONE: 815-385-7300	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: autotech99@gmail.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-53	
<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.).  Recommendation for the approval of a contract purchase order to Auto Tech Centers, Inc., to furnish and deliver Goodyear Tires on an as-needed basis for the Division of Transportation, for the period July 1, 2025 through June 30, 2026, for a contract total not to exceed \$120,000.00; Contract pursuant to the Intergovernmental Cooperation Act (NASPO #24155).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  To purchase Goodyear tires for the DOT Fleet and to maintain all of the County vehicles and equipment.			

### 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.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.  This contract was set up using the NASPO cooperative contract #24155.
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. DOT staff recommends issuing a purchase order to Auto Tech Centers, using the NASPO Contract #24155. 2. The NASPO cooperative has proven to be a cost savings over going out to bid.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Auto Tech Centers, Inc.	Vendor#: 11260	Dept: Division of Transportation	Division: Accounts Payable
Attn: Mike Micullinich	Email: autotech99@gmail.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 4005 W. Elm St.	City: McHenry	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60050	State: IL	Zip: 60187
Phone: 815-385-7300	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Auto Tech Centers, Inc.	Vendor#: 11260	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2025	Contract End Date (PO25): Jun 30, 2026



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		Goodyear Tires	FY25	1500	3520	52250		60,000.00	60,000.00
2	1	EA		Goodyear Tires	FY26	1500	3520	52250		60,000.00	60,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 120,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.  To furnish and deliver Goodyear Tires for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  Email Approved PO to: Mike Miculinich, William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.  see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

## Iowa Department of Administrative Services

### Contracts Declaration & Execution Page

Title of Contract: Tires, Tubes, and Services	Bid Proposal Number RFP0223005113	Contract Number 24155
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:		
State Agency's Name: Iowa Department of Administrative Services (DAS)		
Contractor's Name: Goodyear Tire & Rubber Company		
Contract to Begin: July 1, 2024	Date of Expiration: June 30, 2027	Annual Extensions: Three (3)
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement: Section 1 – NASPO Valuepoint Terms and Conditions .....Page 2 Section 2 – Scope of Work.....Page 26 Section 3 – Pricing.....Page 34 Section 4 – Contacts .....Page 37 Attachment 1 - Approved Distributor (Dealer) Agreement.....Page 38 Attachment 2 – Warranty.....Page 41		

**Warranty**

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:**

<b>Contractor: Goodyear Tire &amp; Rubber Company</b>	
By (Authorized Signature)  Ryan Waldron Printed Name and Title of Person Signing	Date Signed  4/9/2024
<del>200 Innovation Way Akron, Ohio 44316</del> Address	

<b>State of Iowa: Department of Administrative Services – Central Procurement</b>	
By (Authorized Signature) <b>Signature on file</b>  Printed Name and Title of Person Signing Karl Wendt, Procurement Manager	Date Signed  April 10, 2024
Address 1305 E Walnut ST, Des Moines, IA 50319	

### SECTION 3 PRICING

#### 3.1 Tire Pricing

Tire pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP: Date
B1	Pursuit and Performance Tires	52.50%	Goodyear Tire & Rubber Company	1/1/2024
B2	Automobile/Passenger Vehicles	48%	Goodyear Tire & Rubber Company	1/1/2024
B3	Light Duty Trucks:	48%	Goodyear Tire & Rubber Company	1/1/2024
	3a. Radial	48%	Goodyear Tire & Rubber Company	1/1/2024
	3b. Bias	48%	Goodyear Tire & Rubber Company	1/1/2024
B4	Medium Commercial/Heavy Duty Trucks/Buses	60%	Goodyear Tire & Rubber Company	1/1/2024
B5	Off Road	30%	Goodyear Tire & Rubber Company	1/1/2024
	5a. Off Road Radial	30%	Goodyear Tire & Rubber Company	1/1/2024
	5b. Off Road Bias	30%	Goodyear Tire & Rubber Company	1/1/2024
B6	Agriculture/Farm	NA	NA	NA
B7	Industrial Tires	30%	Goodyear Tire & Rubber Company	1/1/2024
B8	Specialty Tires	NA	NA	NA
B9	EV Tires	48%	Goodyear Tire & Rubber Company	1/1/2024
B10	Retread	73%	Goodyear Tire & Rubber Company	1/1/2024

#### 3.2 Tire Services Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Product Code 9	Product Code 9 Desc	Tire Type	Price	NASPO Sub-Category	Type of Service
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	Pursuit, Performance, Passenger, Automobile	Wheel balance-computer spin balance (Per Tire)
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	Light Duty Trucks	Wheel balance-computer spin balance (Per Tire)
044220000	GOV WHEEL BALANCE - COMPUTER SPIN	SV	\$14.00	EV Tires	Wheel balance-computer spin balance (Per Tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	Pursuit, Performance, Passenger, Automobile	New valve stem rubber (per tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	Light Duty Trucks	New valve stem rubber (per tire)
041270000	GOV NEW VALVE STEM	SV	\$3.55	EV Tires	New valve stem rubber (per tire)

041270000	GOV NEW VALVE STEM	SV	\$7.95	Pursuit, Performance, Passenger, Automobile	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$7.95	Light Duty Trucks	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$7.95	EV Tires	New valve stem metal (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Medium Commercial/ Heavy Duty/Bus (Single)	New valve stem (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Medium Commercial/ Heavy Duty/Bus (Dual)	New valve stem (per tire)
041270000	GOV NEW VALVE STEM	SV	\$11.00	Retread	New valve stem (per tire)
040476000	GOV AUTO INSTALL-NOT PURCH IN STORE	SV	\$10.15	EV Tires	Change tire, dismount and mount
040476000	GOV AUTO INSTALL-NOT PURCH IN STORE	SV	\$10.15	Pursuit, Performance, Passenger, Automobile	Change tire, dismount and mount
040478000	GOV CHANGE TIRE,DISM & MOUNT-LT (C,D,E)	SV	\$8.00	Light Duty Trucks	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	Pursuit, Performance, Passenger, Automobile	Wheel balance/Rubber Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	Light Duty Trucks	Wheel balance/Rubber Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$17.55	EV Tires	Wheel balance/Rubber Valve stem combo (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	Pursuit, Performance, Passenger, Automobile	Rotate mounted tires (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	Light Duty Trucks	Rotate mounted tires (per tire)
046884000	GOV ROTATE MOUNTED TIRES	SV	\$4.10	EV Tires	Rotate mounted tires (per tire)
040477000	GOV LT TIRE INSTALL-NOT PURCH IN STORE	SV	\$11.80	Light Duty Trucks	Change tire, dismount and mount
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$4.00	Pursuit, Performance, Passenger, Automobile	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$6.00	Light Duty Trucks	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$4.00	EV Tires	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Medium Commercial/ Heavy Duty/Bus (Single)	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Used tire recycle/disposal fee (per tire)
040488000	SURRENDERED TIRE SCRAP CHARGE	SV	\$10.00	Retread	Used tire recycle/disposal fee (per tire)
040479000	GOV MT/DISM 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Medium Commercial/ Heavy Duty/Bus (Single)	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
040479000	GOV MT/DISM 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Retread	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)

040479000	GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Medium Commercial/ Heavy Duty/Bus (Single)	Change tire, dismount and mount
040479000	GOV MT/DISMT 17.5" & UP RIM DIAM OUTSIDE	SV	\$38.00	Retread	Change tire, dismount and mount
046993000	GOV MED COM INSTALL (DUAL)	SV	\$40.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
046993000	GOV MED COM INSTALL (DUAL)	SV	\$40.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Change tire, dismount and mount
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Medium Commercial/ Heavy Duty/Bus (Single)	Wheel balance-computer spin balance (Per Tire)
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Medium Commercial/ Heavy Duty/Bus (Dual)	Wheel balance-computer spin balance (Per Tire)
044171000	WHEEL BALANCING - COMM TRK GOVT.	SV	\$42.50	Retread	Wheel balance-computer spin balance (Per Tire)
046996000	GOV WHEEL BALANCE WITH VALVE (DUAL)	SV	\$53.50	Medium Commercial/ Heavy Duty/Bus (Dual)	Wheel balance/Valve stem combo (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Medium Commercial/ Heavy Duty/Bus (Single)	Rotate mounted tires (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Medium Commercial/ Heavy Duty/Bus (Dual)	Rotate mounted tires (per tire)
046883000	GOV COM-LARGE TRUCK ROTATE	SV	\$29.00	Retread	Rotate mounted tires (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$53.50	Medium Commercial/ Heavy Duty/Bus (Single)	Wheel balance/Valve stem combo (per tire)
044218000	GOV WHEEL BALANCE WITH VALVE	SV	\$53.50	Retread	Wheel balance/Valve stem combo (per tire)
040478000	GOV CHANGE TIRE,DISM & MOUNT-PASS/PURSUIT	SV	\$8.00	EV Tires	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)
040478000	GOV CHANGE TIRE,DISM & MOUNT-PASS/PURSUIT	SV	\$8.00	Pursuit, Performance, Passenger, Automobile	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)

### 3.3 Internal Controls

Contractor has incorporated internal controls based on product code pricing. Contractor shall not bill the Purchasing Entity for product code line items where the billed price is greater than the contract rate based on their internal controls in an effort to keep billing compliant with the Contract.



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	NASPO # 24155
COMPANY NAME:	Auto Tech Centers Inc.
CONTACT PERSON:	Mike Miculinich
CONTACT EMAIL:	auto tech 99@gmail.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE



All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Mike Micalinich

Signature

**Signature on file**

Title: President

Date: 4.25.25

**Participating Addendum Number 24155**  
**for**  
**Tires, Tubes and Services**  
**between**  
**DuPage County, Illinois**  
**and**  
**The Goodyear Tire and Rubber Company**

This Participating Addendum is entered into by DuPage County, a political subdivision of the State of Illinois ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number **24155**, executed by Contractor and the State of Iowa ("Lead State") for Tires, Tubes and Services ("Master Agreement"):

**The Goodyear Tire and Rubber Company ("Contractor")**  
**200 Innovation Way**  
**Akron, OH 44316**

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Kenny Miller  
Government Sales Contract Manager  
kenneth\_miller@goodyear.com  
(330) 796-4352

Participating Entity's contact for this Participating Addendum is:

Valerie Calvente  
Chief Procurement Officer  
valerie.calvente@dupagecounty.gov  
(630) 407-6184

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or July 1, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. DuPage County is authorized to procure services per Procurement Ordinance OFI-005B-99 (effective December 14, 2004) and 30 ILCS 525/2 "Governmental Joint Purchasing Act".
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.



**Participating Addendum Number 24155 for  
Tires, Tubes and Services**

Between **DuPage County, IL** and  
**The Goodyear Tire and Rubber Company**



Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. NOTICE.** Any notice required herein shall be sent to the following:
- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| For Contractor:                   | For Participating Entity:         |
| Kenny Miller                      | Valerie Calvente                  |
| Government Sales Contract Manager | Chief Procurement Officer         |
| kenneth_miller@goodyear.com       | valerie.calvente@dupagecounty.gov |
| (330) 796-4352                    | (630) 407-6184                    |
- IX. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

Participating Addendum Number 24155 for  
Tires, Tubes and Services

Between DuPage County, IL and  
The Goodyear Tire and Rubber Company



IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Signature on file \_\_\_\_\_

Signature

Brian Dougherty

Printed Name

Channel Manager, Government Sales

Title

5/23/2024

Date

PARTICIPATING ENTITY:

Signature on file \_\_\_\_\_

Printed Name

Chief Procurement Officer

Title

Date

6/11/2024

Yael Abramowitz  
Vahne Culverto  
Chief Prominent Officer  
6/1/2024