

DU PAGE COUNTY
DUPAGE COUNTY BOARD
REGULAR MEETING AGENDA

January 23, 2024

Regular Meeting Agenda

10:00 AM

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



Chair
Deborah A. Conroy

District 1
Michael Childress
Cynthia Cronin Cahill
Sam Tornatore

District 2
Elizabeth Chaplin
Paula Deacon Garcia
Yeena Yoo

District 3
Lucy Evans
Kari Galassi
Brian Krajewski

District 4
Grant Eckhoff
Lynn LaPlante
Mary Ozog

District 5
Sadia Covert
Dawn DeSart
Patty Gustin

District 6
Sheila Rutledge
Greg Schwarze
James Zay

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

3.A. Reverend Seth Carey – First Congregational Church, Glen Ellyn

4. ROLL CALL**5. PROCLAMATIONS**

5.A. Proclamation Recognizing National Human Trafficking Prevention Month

5.B. Proclamation Recognizing Kawasaki Disease Awareness Day

6. PUBLIC COMMENT Limited to 3 minutes per person**7. CHAIR'S REPORT / PRESENTATIONS****8. CONSENT ITEMS**

8.A. [24-0398](#)

DuPage County Board Minutes - Regular Meeting - Tuesday, January 9, 2024

8.B. [24-0286](#)

01-05-2024 Paylist

8.C. [24-0323](#)

01-09-2024 Paylist

8.D. [24-0394](#)

01-12-2024 Paylist

8.E. [24-0420](#)

01-17-2024 Auto Debit Paylist

8.F. [24-0426](#)

01-17-2024 Public Works Refunds Paylist

8.G. [24-0287](#)

01-05-2024 Corvel Wire Transfer

8.H. [24-0334](#)

01-09-2024 IDOR Wire Transfer

8.I. [24-0388](#)

Recorder's Office Monthly Revenue Statement - December 2023

8.J. [24-0389](#)

Clerk's Office Monthly Report of the Deposits and Disbursements - December 2023

8.K. [24-0395](#)
Treasurer's Office Monthly Report of Investments and Deposits - December 2023

8.L. [24-0401](#)
Change orders to various contracts as specified in the attached packet.

9. COUNTY BOARD - CHILDRESS

9.A. [CB-R-0014-24](#)
Appointment of Gina LaMantia - DuPage Airport Authority.

9.B. [CB-R-0015-24](#)
Appointment of Anthony Giunti - DuPage Airport Authority.

9.C. [CB-R-0016-24](#)
Appointment of Eric Swanson - Emergency Telephone System Board (ETSB) - Sheriff's Representative.

9.D. [CB-R-0017-24](#)
Appointment of Public Aid Committee - Member List attached.

9.E. [24-0387](#)
County Board Member to attend the NACo Legislative Conference in Washington D.C. from February 9, 2024 to February 12, 2024. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.) and per diem for an approximate total of \$1,881.

10. FINANCE - CHAPLIN

Committee Update

10.A. [FI-R-0016-24](#)
Acceptance and Appropriation of the Illinois Department of Commerce & Economic Opportunity PY24 State Supplemental Funds, Inter-Governmental Agreement No. 24-071006, Company 5000 - Accounting Unit 2840, \$65,165. (Human Resources Department)

10.B. [FI-R-0017-24](#)
Additional appropriation for the Animal Services Fund, Company 1100, Accounting Unit 1300, in the amount of \$200,000. (Animal Services)

10.C. [FI-R-0018-24](#)
Approval of a grant agreement between the County of DuPage and the Child Friendly Courts Foundation, for the Safe Harbor Children's Waiting Room, in the amount of \$40,750. (ARPA INTEREST)

10.D. [FI-R-0019-24](#)
Budget Transfers 01-23-2024 - Various Companies and Accounting Units

10.E. [FI-R-0020-24](#)

Awarding resolution for trenchless rehabilitation and maintenance of pipeline infrastructure.

10.F. [FI-R-0021-24](#)

Appointment of IMRF Authorized Agent. (Human Resources)

10.G. [FI-R-0022-24](#)

Revision to Personnel Budget. (Animal Services)

10.H. [FI-R-0023-24](#)

Intergovernmental Agreement between TechShare Local Government Corporation, the County of DuPage, and the DuPage County State's Attorney, for professional case management and digital media services, for an estimated County cost of \$181,250. (State's Attorney's Office)

11. ANIMAL SERVICES - KRAJEWSKI

Committee Update

12. DEVELOPMENT - TORNATORE

Committee Update

12.A. [DC-P-0001-24](#)

Recommendation for the approval of a contract purchase order to SAFEBuilt Illinois, LLC, for professional services to perform building and plumbing plan reviews, and inspections on an "as-needed" basis, in unincorporated DuPage County, for the period January 29, 2024, through November 30, 2024, for the Building & Zoning Department, for a contract total amount not to exceed \$75,000; per RFP# 24-006-BZP.

12.B. [DC-O-0001-24](#)

ZONING-23-000077 – Messieha: To approve the following zoning relief:

Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years. (Milton/ District 4)

ZHO Recommendation to Deny

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

12.C. [DC-O-0002-24](#)

ZONING-23-000070 – Flash Property Management, LLC.: To approve the following zoning relief:

1. Rezoning from R-4 Single-Family Residential to B-2 General Business;
2. Variation to reduce the north rear yard setback from required 40' to approximately 10'; and
3. Reduction and Use of Yards by Conditional Use Procedure:

a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20'. (Milton/District 6)

ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent

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

12.D. [DC-O-0003-24](#)

ZONING-23-000085 – Beilani: To approve the following zoning relief:

Conditional Use to allow auto sales (selling on the internet) in the B-1 Local Business District. (Downers Grove/ District 3)

ZHO Recommendation to Deny

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

12.E. [DC-O-0004-24](#)

ZONING-23-000086 – Davis Land Holdings: To approve the following zoning relief:

Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage). (Wayne/District 6)

ZHO Recommendation to Approve

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

12.F. [DC-O-0005-24](#)

ZONING-23-000087 – Route 53 Café: To approve the following zoning relief:

Conditional Use for a Class B/Tavern Restaurant in a B-1 Local Business District. (Milton/District 4)

ZHO Recommendation to Approve

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

12.G. [DC-O-0006-24](#)

ZONING-23-000092 – Seoles: To approve the following zoning relief:

Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft. (Bloomington/District 1)

ZHO Recommendation to Deny

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

12.H. [DC-O-0007-24](#)

ZONING-23-000093 – Courtney: To approve the following zoning relief:
Conditional Use to allow the good side of the fence to face inward instead of outward to adjacent property. (Downers Grove/ District 2)
ZHO Recommendation to Approve
Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

13. ECONOMIC DEVELOPMENT - LAPLANTE

Committee Update

14. ENVIRONMENTAL - RUTLEDGE

Committee Update

15. HUMAN SERVICES - SCHWARZE

Committee Update

15.A. [HS-R-0004-24](#)

Authorizing execution of the intergovernmental agreement between PACE Suburban Bus and DuPage County Community Services for the Senior Transportation Grant Program - \$126,500. (Community Services)

15.B. [HS-R-0005-24](#)

2024 Annual Action Plan, DuPage County Consortium – FIRST READING - Acceptance of the 2024 Annual Action Plan Element (Public Comment Period) of the 2020-2024 Consolidated Plan for Community Development Block Grant (CDBG) HOME investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs to qualify and receive the Department of Housing and Urban Development (HUD) grant funds.

15.C. [HS-R-0006-24](#)

Recommendation for Approval of a Third Modification to a HOME Investment Partnerships Act (HOME) Agreement with DuPage Habitat for Humanity, Inc, Project Number HM09-03 – Clarifying the Recapture Requirements as well as HOME Affordability Period for Homeownership Assistance.

15.D. [HS-R-0007-24](#)

Recommendation for Approval of a of HOME Investment Partnerships Act (HOME) Funds Agreement with DuPage Pads, Project Number HM21-02b – Tenant Based Rental Assistance – in the Amount of \$100,000 under FY2021, with an Additional \$100,000 in FY2024 funds contingent upon Approval by DuPage County Board and the Department of Housing and Urban Development (HUD) of the 2024 Action Plan Element of the 2020-2024 Consolidated Plan as well as receipt of the FY2024 HOME allocation.

15.E. [HS-R-0008-24](#)

Recommendation for Approval to Subordinate two Community Development Block Grant (CDBG) Liens with Serenity House Foundation (now known as Advance Resource Recovery Corporation), Projects CD19-07 and CD22-07, to St. Charles Bank & Trust Company (SCBT).

15.F. [HS-P-0011-24](#)

Awarding resolution issued to Teen Parent Connection, to provide car seats, booster seats, diapers, formula, wipes, and car seat safety training to low income residents of DuPage County, for the period of January 1, 2024 through December 31, 2024, for a Community Services Block Grant (CSBG) sub-grantee total of \$40,000. (Community Services)

15.G. [HS-P-0012-24](#)

Awarding resolution issued to Catholic Charities to provide shelter, case management, and financial assistance to situationally homeless residents and at risk of homelessness residents of DuPage County for the period of January 1, 2024 through December 31, 2024. The Community Services Block Grant (CSBG) sub-grantee agreement also provides financial support for the Back to School Fair, for a contract total of \$65,000. (Community Services)

15.H. [24-0377](#)

Travel Request for Community Services Director to attend the NACCED CDBG Hill Briefing and Legislative Conference, and NACo Legislative Conference in Washington D.C. from February 7, 2024 through February 13, 2024. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for approximate total of \$3,638.50. CDBG grant funded. (Community Services)

16. JUDICIAL AND PUBLIC SAFETY - EVANS

Committee Update

16.A. [JPS-P-0005-24](#)

Recommendation for the approval of a contract purchase order to Northeast DuPage Youth and Family Services, to provide services to youths who are at risk of domestic violence and trauma, for the period of February 1, 2024 through January 31, 2025, for a contract total amount not to exceed \$36,000. Other Professional Service, not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services)

16.B. [JPS-P-0006-24](#)

Recommendation for the approval of a contract purchase order issued to Alliance Technology Group, LLC, for the purchase of a back-up system for the virtual servers, for the Sheriff's Office, for the period of January 24, 2024 through January 23, 2025, for a contract total not to exceed \$98,446.20; per GSA contract GS-35F-303DA. (Sheriff's Office)

16.C. [JPS-P-0007-24](#)

Recommendation for the approval of a contract purchase order to Sentinel Offender Services, LLC, to provide GPS device or electronic monitoring services to juveniles and indigent adult offenders and their victims, for the period February 1, 2024, through January 31, 2026, for a total contract amount not to exceed \$612,000; contract pursuant to the Master Agreement #: 22PSX0021– National Association of State Procurement Officers (NASPO) ValuePoint. (Probation and Court Services)

16.D. [JPS-CO-0001-24](#)

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, for additional users due to an increase in staffing, to increase the contract total in the amount of \$38,055.01, a 4.58% increase. (Public Defender's Office)

17. LEGISLATIVE - DESART

Committee Update

17.A. [LEG-P-0001-24](#)

Recommendation for the approval of a County Contract to McGuireWoods Consulting LLC, to provide Consulting Services as Lobbyists representing DuPage County before the U.S. Congress and the Federal Executive Branch for DuPage County's Division of Transportation, Public Works, Stormwater Management and all other County departments and agencies, for the period of February 1, 2024 through January 31, 2025, for County Board, for a contract total amount not to exceed \$96,000. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

18. PUBLIC WORKS - GARCIA

Committee Update

19. STORMWATER - ZAY

Committee Update

20. TECHNOLOGY - YOO

Committee Update

20.A. [TE-R-0001-24](#)

Termination of an Intergovernmental Agreement between the County of DuPage and the Village of Lisle to permit County staff to compile geospatial data from the Village of Lisle, update existing geospatial data, and support the Village of Lisle's current ESRI software applications.

20.B. [TE-R-0002-24](#)

Recommendation for the approval of an amendment to an intergovernmental agreement between the Lisle-Woodridge Fire Protection District and the County of DuPage for shared Geographical Information Systems (GIS) services, to include certain shared service information contained in a proposed scope of work not included under the 2018 IGA.

21. TRANSPORTATION - OZOG

Committee Update

21.A. [DT-R-0005-24](#)

Intergovernmental Agreement between the County of DuPage and Village of Hanover Park to extend road resurfacing beyond County Right-of-Way on multiple side streets along Army Trail Road, within the Village. County to be reimbursed \$4,133.00.

21.B. [DT-R-0006-24](#)

Local Public Agency Agreement for Federal Participation between the County of DuPage and the Illinois Department of Transportation, for improvements along CH 21/Geneva Road over the West Branch of the DuPage River, Section 18-00206-10-BR, for an estimated County cost of \$1,552,107.

21.C. [DT-R-0007-24](#)

Recommendation for approval of an agreement with Libertyville Township, for the purchase of wetland bank credits for the replacement of the bridge carrying Geneva Road over the West Branch of the DuPage River, in the amount of \$28,470.

21.D. [DT-P-0003-24](#)

Recommendation for the approval of a contract to Alfred Benesch & Company, for Professional Construction Engineering Services for improvements at the Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR, for the period of January 23, 2024 through November 30, 2026, for a contract total not to exceed \$863,321. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification- based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

21.E. [DT-P-0004-24](#)

Recommendation for approval of a contract to VariTech Industries, to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks, as needed for the Division of Transportation, from January 24, 2024 through November 30, 2024; for a contract not to exceed \$92,376.56. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell contract #031423).

21.F. [24-0337](#)

DT-P-0197A-22 - Amendment to Resolution DT-P-0197-22, issued to Rush Truck Centers of Illinois, Inc., for the purchase of eight (8) plow trucks with snow and ice equipment for the Division of Transportation, to increase the contract by \$29,152, resulting in an amended contract total amount of \$2,376,714, an increase of 1.24%.

22. DISCUSSION22.A. [24-0400](#)

PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

23. OLD BUSINESS**24. NEW BUSINESS****25. EXECUTIVE SESSION**

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

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

26. MEETING ADJOURNED

26.A. This meeting is adjourned to Tuesday, February 13, 2024, at 10:00 a.m.



Minutes

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

File #: 24-0398

Agenda Date: 1/23/2024

Agenda #: 8.A.



DU PAGE COUNTY

DuPage County Board

Summary

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

Tuesday, January 9, 2024

10:00 AM

COUNTY BOARD ROOM

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 Rutledge moved and Member Garcia 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."

2. PLEDGE OF ALLEGIANCE

Member Childress led the pledge of allegiance.

3. INVOCATION

3.A. Pastor James Shannon – Peoples Community Church, Glen Ellyn

4. ROLL CALL

PRESENT:	Conroy, Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
REMOTE:	LaPlante

5. PROCLAMATIONS

5.A. Proclamation In Honor of Dr. Martin Luther King Jr. Day

5.B. Proclamation Honoring Muslim American Heritage Month

6. PUBLIC COMMENT Limited to 3 minutes per person

The following individuals made public comment:

Gina Parrilli: Migrants

6.A. [24-0361](#)

Online Public Comment

All online submissions for public comment from the January 11, 2024 DuPage County Board meeting are included for the record in their entirety. They are found in the minutes packet and at the link above.

7. CHAIR'S REPORT / PRESENTATIONS**Chair Conroy made the following remarks:**

At this time on the agenda, we were scheduled to have a solar power presentation. However, due to the weather, our guests could not be here today. This presentation will be rescheduled.

In my remarks today, I offer an update.

As you know, between December 14th and today, thousands of asylum seekers have moved through DuPage County on their way to the Chicago landing zone, where they can receive the important services they need. Our Office of Homeland Security and Emergency Management tells us a total of 96 buses carrying 3996 passengers have been dropped at DuPage County Metra stations. From there, new arrivals with tickets take the trains downtown to the landing zone. City and soon state teams will receive them and provide essential immigration, social and health services. By our estimates, DuPage has ensured the safe passage of approximately 64% of the region's asylum seekers. We have been in constant collaboration with our collar county, local and statewide partners to ensure a smooth and calm transition of these exhausted travelers.

Our Office of Homeland Security and Emergency Management has been planning for this situation with local emergency managers. They formed the necessary partnerships to manage this humanitarian emergency AND keep city and state officials in the loop. Our Director, Craig Dieckman and emergency coordinators, have worked around the clock to keep me informed--and to track the numbers of people moving through our communities. OHSEM has answered hundreds of calls, sharing information with our municipalities, police and emergency managers...as well as briefing our Mayors and Managers. The effort has been extraordinary. Together, we will continue to brief this Board and our partners. We will continue to plan and react as needed to provide compassionate service to those who need our help, **while** maintaining a high quality of life and outstanding service to our residents.

Many, many people have asked how they can help. The team at the landing zone provides a detailed list of needed items and opportunities at [Chicago-dot-gov/slash/support](https://chicago-dot-gov/slash/support). Because there is no real way for travelers to accept items as they complete their journey downtown, we ask that all donations are made at the landing zone as requested on the webpage. Again, that webpage is [Chicago.gov/support](https://chicago.gov/support). Thank you.

7.A. Solar Project Presentation

8. CONSENT ITEMS8.A. [24-0276](#)

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8.B. [24-0129](#)

12-07-23 Auto Debit Paylist

8.C. [24-0132](#)

12-08-2023 Paylist

8.D. [24-0137](#)

12-12-2023 Paylist

- 8.E. [24-0151](#)
12-15-2023 Paylist
- 8.F. [24-0165](#)
12-19-2023 Paylist
- 8.G. [24-0166](#)
12-19-2023 Auto Debit Paylist
- 8.H. [24-0174](#)
12-22-2023 Paylist
- 8.I. [24-0204](#)
12-28-2023 Auto Debit Paylist
- 8.J. [24-0208](#)
12-29-2023 Paylist
- 8.K. [24-0128](#)
12-07-2023 Corvel Wire Transfer
- 8.L. [24-0134](#)
12-12-2023 IDOR Wire Transfer
- 8.M. [24-0172](#)
12-26-2023 2000, 7000, 7100, 8700 Wire Transfers
- 8.N. [24-0272](#)
Change orders to various contracts as specified in the attached packet.
- 8.O. [24-0140](#)
Recorder's Office Monthly Revenue Report - November 2023
- 8.P. [24-0168](#)
Clerk's Office 6 month Report of Receipts and Disbursements - 06/2023 - 11/2023
- 8.Q. [24-0183](#)
Treasurer's Office Monthly Report of Investments and Deposits - November 2023

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Dawn DeSart
SECONDER:	Liz Chaplin
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

9. COUNTY BOARD - CHILDRESS

9.A. [CB-R-0010-24](#)

Appointment of Kathryn Mueller - Public Member to the Board of Health.

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Kathryn Mueller as a member of the DuPage County Board of Health; and

WHEREAS, such appointment requires the approval of the County Board under 55 ILCS 5/5-25012.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the County Board does hereby approve the appointment of Kathryn Mueller, as a member of the DuPage County Board of Health for a term expiring June 30, 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 shall transmit certified copies of this resolution to Kathryn Mueller, and the Board of Health, 111 N. County Farm Rd., Wheaton, IL 60187.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Liz Chaplin
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

9.B. [CB-R-0012-24](#)

Appointment of Robert Toerpe as a Member (Public) of the Emergency Telephone System Board for 911.

WHEREAS, 50 ILCS 750/15.4 provides that the corporate authorities of the County shall establish an Emergency Telephone System Board ("ETSB") and shall provide for the manner of appointment and the number of members of ETSB; and

WHEREAS, the DuPage County Board at the June 13, 1989, meeting created the Emergency Telephone System Board for 9-1-1 and on June 25, 2013, in Ordinance OEX-003B-89 amended Section 20-40 of the DuPage County Code pertaining to the ETSB providing for the appointment of one (1) public member who resides within the service area of the ETSB; and

WHEREAS, Deborah A. Conroy has submitted to the County Board her nomination of Robert Toerpe as a Member (Public Representative) of the Emergency Telephone System Board

for a term expiring December 1, 2024.

WHEREAS, Robert Toerpe is not a member of any other entity otherwise represented on the ETSB and lives within the service area of the ETSB.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that the County Board, pursuant to the nomination of the Chair, does hereby appoint Robert Toerpe as a Member of the Emergency Telephone System Board representing the Public for a term expiring December 1, 2024; and

BE IT FURTHER RESOLVED that the attached “Notice of Nomination” be attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to Robert Toerpe; the County Board Office; and the Executive Director of the ETSB.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Greg Schwarze
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

9.C. [CB-R-0013-24](#)

Appointment of Sherrin Ingram to the DuPage Housing Authority.

WHEREAS, Deborah A. Conroy, as Chair of the DuPage County Board, has submitted to the County Board her appointment of Sherrin Ingram as a Commissioner of the DuPage Housing Authority; and

WHEREAS, such appointment requires the approval of the County Board under 310 ILCS 10/3, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby approve the appointment of Sherrin Ingram as a Commissioner of the DuPage Housing Authority for a term expiring December 31, 2028; and

BE IT FURTHER RESOLVED that the “Certificate of Appointment” be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk file the Certificate of Appointment in the Office of the Recorder of Deeds and transmit certified copies of this resolution to: Sherrin Ingram; Cheron Corbett, DuPage Housing Authority, 711 E. Roosevelt Rd., Wheaton, IL 60187; and Eric P. Hanson, Mahoney, Silverman and Cross, LLC, 822 Infantry Drive, Joliet, IL 60435.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

Motion to Combine Items

Member Childress moved and Member Chaplin seconded a motion to combine items 9.D through 9.G. The motion was approved on roll call, all "ayes."

9.D. [24-0182](#)

County Board Member to attend the NACo Legislative Conference in Washington D.C. from February 10, 2024 to February 12, 2024. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for an approximate total of \$1,080.30.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

9.E. [24-0181](#)

County Board Member to attend the NACo Legislative Conference in Washington D.C. from February 10, 2024 to February 13, 2024. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for an approximate total of \$1,510.51.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

9.F. [24-0180](#)

County Board Member to attend the NACo Legislative Conference in Washington D.C.

from February 9, 2024 to February 13, 2024. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for an approximate total of \$1,819.30.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

9.G. [24-0179](#)

County Board Member to attend the NACo Legislative Conference in Washington D.C. from February 9, 2024 to February 13, 2024. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for an approximate total of \$1,831.34.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

10. **FINANCE - CHAPLIN**

Committee Update

10.A. [FI-CO-0003-24](#)

Recommendation for the approval of an amendment to purchase order 6778-0001 SERV, for a contract issued to Amazon Capital Services, for the purchase of office supplies and other miscellaneous items, to increase the contract in the amount of \$56,775 to include the Crime Lab and Public Defender accounting units, resulting in an amended contract total amount not to exceed \$780,508.

WHEREAS, Purchase Order 6778-0001 SERV was issued to Amazon Capital Services on December 1, 2023 by the Procurement Department; and

WHEREAS, the Finance Committee recommends a Change Order to amend purchase order 6778-0001 SERV, to increase the contract total in the amount of \$56,775.00 to include the Crime Lab and Public Defender accounting units.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the Change Order dated December 22, 2023, increasing Contract Purchase Order 6778-0001 SERV issued to Amazon Capital Services, in the amount of \$56,775.00, resulting in an amended contract total amount of \$780,508.00.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

10.B. [FI-CO-0004-24](#)

Recommendation for the approval of an amendment to purchase order 6795-0001 SERV, for a contract issued to ODP Business Solutions, for the purchase of office supplies and other miscellaneous items, to increase the contract in the amount of \$5,000 to include the Public Defender accounting units, resulting in an amended contract total amount not to exceed \$230,546.

WHEREAS, Purchase Order 6795-0001 SERV was issued to ODP Business Solutions on December 1, 2023 by the Procurement Department; and

WHEREAS, the Finance Committee recommends a Change Order to amend purchase order 6795-0001 SERV, to increase the contract total in the amount of \$5,000.00 to include the Public Defender accounting units.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the Change Order dated December 22, 2023, increasing Contract Purchase Order 6795-0001 SERV issued to ODP Business Solutions, in the amount of \$5,000.00, resulting in an amended contract total amount of \$230,546.00.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Dawn DeSart
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

10.C. [FI-CO-0005-24](#)

Recommendation for the approval of an amendment to purchase order 6499-0001 SERV, for a contract issued to Ceridian HCM, Inc., for HR Managed Payroll Services, to increase the contract in the amount of \$248,820 to include Dayforce Touch and Tuff Clocks, resulting in an amended contract total amount not to exceed \$2,181,155.50.

WHEREAS, Purchase Order 6499-0001 SERV was issued to Ceridian HCM, Inc. on June 13, 2023 by the Procurement Department; and

WHEREAS, the Finance Committee recommends a Change Order to amend purchase order 6499-0001 SERV, to increase the contract total in the amount of \$248,820.00 to include Dayforce Touch and Tuff Clocks for departments that currently utilize time clocks and wish to continue that practice.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order dated December 27, 2023, increasing the Contract Purchase Order 6499-0001 SERV issued to Ceridian HCM, Inc., in the amount of \$248,820.00, resulting in an amended contact total amount of \$2,181,155.50.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Sheila Rutledge
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

10.D. [FI-R-0011-24](#)

Acceptance and appropriation of additional funding for the Aging Case Coordination Unit Fund PY24, in the amount of \$83,205, Company 5000, Accounting Units 1660 (\$35,205) and 1720 (\$48,000). (Community Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Aging Care Coordination Unit Fund PY24, Company 5000 Accounting Unit 1660 and 1720 pursuant to Resolution FI-R-0218-23 for the period October 1, 2023 through September 30, 2024; and

WHEREAS, the County of DuPage has been notified by the AgeGuide Northeastern Illinois that grant funds in the amount of \$83,205 (EIGHTY-THREE THOUSAND, TWO HUNDRED AND FIVE AND NO/100 DOLLARS) are available through the Region II Area Agency on Aging to be used to support the Case Coordination Program; 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 additional appropriation on the attached sheets (Attachments I and II) be made to create the Aging Case Coordination Unit Fund PY24, Company 5000 Accounting Unit 1660 and 1720, for period October 1, 2023 through September 30, 2024; 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 or federal funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program; 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.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

10.E. [FI-R-0012-24](#)

Budget Transfers 01-09-2024 - 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 2023 and 2024 fiscal years; 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.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

10.F. [FI-R-0013-24](#)

Acceptance and appropriation of the ILDCEO Community Services Block Grant PY24 Inter-Governmental Agreement No 24-231028, Company 5000, Accounting Unit 1650, \$1,196,614. (Community 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 \$1,196,614 (ONE MILLION ONE HUNDRED NINETY-SIX THOUSAND, SIX HUNDRED FOURTEEN AND NO/100 DOLLARS) are available to be used to assist low-income individuals and families in becoming self-sufficient; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-governmental Agreement No. 24-231028 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 term of the agreement is from January 1, 2024 through December 31, 2024; 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. 24-231028 (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 \$1,196,614 (ONE MILLION, ONE HUNDRED NINETY-SIX THOUSAND, SIX HUNDRED FOURTEEN AND NO/100 DOLLARS) be made to establish the ILDCEO Community Services Block Grant PY24, Company 5000 - Accounting Unit 1650, for the period January 1, 2024 through December 31, 2024; 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

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.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

10.G. [FI-R-0014-24](#)

Additional appropriation for the 2017 DuComm Bonds Debt Service Fund, Company 7000, Accounting Unit 7020, \$100.

WHEREAS, appropriations for the 2017 DUCOMM BONDS DEBT SERVICE FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, there is a need for an additional appropriation in the 2017 DUCOMM BONDS DEBT SERVICE FUND - COMPANY 7000, ACCOUNTING UNIT 7020 to cover debt service-related expenses in the amount of \$100 (ONE HUNDRED, AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the 2017 DUCOMM BONDS DEBT SERVICE FUND - COMPANY 7000, ACCOUNTING UNIT 7020 to support an additional appropriation of \$100 (ONE HUNDRED, AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of \$100 (ONE HUNDRED, AND NO/100 DOLLARS); in the 2017 DUCOMM BONDS DEBT SERVICE FUND - COMPANY 7000, ACCOUNTING UNIT 7020 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 \$100 (ONE HUNDRED, AND NO/100 DOLLARS); in the 2017 DUCOMM BONDS DEBT SERVICE FUND - COMPANY 7000, ACCOUNTING UNIT 7020 is hereby approved and added to the Fiscal Year 2023 Appropriation Ordinance.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Paula Garcia

AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
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10.H. [FI-R-0015-24](#)

Acceptance of an extension of time for the Illinois State Opioid Response Criminal Justice Medication Assisted Treatment Integration Grant, Company 5000, Accounting Unit 4496. (Sheriff's Office)

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Paula Garcia
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

11. **ANIMAL SERVICES - KRAJEWSKI**

Committee Update

12. **DEVELOPMENT - TORNATORE**

Committee Update

13. **ECONOMIC DEVELOPMENT - LAPLANTE**

Committee Update

14. **ENVIRONMENTAL - RUTLEDGE**

Committee Update

15. **HUMAN SERVICES - SCHWARZE**

Committee Update

15.A. [HS-P-0006-24](#)

Recommendation for the approval of a contract purchase order to LeadingAge Illinois, for annual membership dues, for the DuPage Care Center, for the period January 1, 2024 through December 31, 2024, for a total contract amount not to exceed \$32,125. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County code Section 2-353(1)(b).

WHEREAS, an agreement for professional services not subject to competitive bidding per 55 ILCS 5/5-1022(c) has been negotiated in accordance with 2-353(1)(b) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to LeadingAge Illinois, for annual membership dues, for the period of January 1, 2024 through December 31, 2024, for the DuPage Care

Center.

NOW, THEREFORE BE IT RESOLVED, that said contract for annual membership dues, for the period of January 1, 2024 through December 31, 2024, for the DuPage Care Center, be, and it is hereby approved for the issuance of a contract by the Procurement Division to LeadingAge Illinois, 550 Warrenville Road, Suite 102, Lisle, Illinois 60532, for a contract total amount of \$32,125.00.

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Sadia Covert
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

15.B. [HS-P-0007-24](#)

Awarding resolution issued to 360 Youth Services, to provide case management, housing, job coaching/preparedness, transportation, educational services, and GED coaching to homeless youth in DuPage County, for the period of January 1, 2024 through December 31, 2024, Community Services Block Grant (CSBG) sub-grantee agreement total amount \$55,242. (Community Services)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to 360 Youth Services, to provide case management, job coaching/preparedness, transportation, and GED coaching to homeless youth in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide case management, job coaching/preparedness, transportation, and GED coaching to homeless youth in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to 360 Youth Services, 1305 W. Oswego Road, Naperville, IL 60540, for a total amount of \$55,242.00. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Grant funded)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Liz Chaplin

AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
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15.C. [HS-P-0008-24](#)

Awarding resolution issued to H.O.M.E. DuPage, Inc., to provide financial counseling and workshops to low income residents in DuPage County, for the period of January 1, 2024 through December 31, 2024, Community Services Block Grant (CSBG) sub-grantee agreement for a total amount of \$46,888. (Community Services)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy;

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to H.O.M.E. DuPage, Inc., to provide financial counseling and workshops to low income residents in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to provide financial counseling and workshops to low income residents in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to H.O.M.E. DuPage, Inc., 1600 E. Roosevelt Road, Wheaton, IL 60187, for a total amount of \$46,888.00. Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1) (b). (Grant funded)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

15.D. [HS-P-0009-24](#)

Awarding resolution issued to The GardenWorks Project, to plan, build, promote, and sustain community gardens in DuPage County, for the period of January 1, 2024 through December 31, 2024, Community Services Block Grant (CSBG) sub-grantee agreement total amount of \$70,000. (Community Services)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to The Gardenworks Project, to

plan, build, promote and sustain community gardens in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to plan, build, promote and sustain community gardens in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to The Gardenworks Project, 2100 Manchester Rd #970, Wheaton, IL 60187, for a total amount of \$70,000.00. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Grant funded)

RESULT: APPROVED

MOVER: Greg Schwarze

SECONDER: Paula Garcia

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

15.E. [HS-P-0010-24](#)

Awarding resolution issued to Outreach Community Services, Inc., to provide case management, counseling, job skill training and experience, work readiness training, and GED assistance to low income youth residing in DuPage County, for the period of January 1, 2024 through December 31, 2024, for a Community Services Block Grant sub-grantee total of \$100,000. (Community Services)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy;

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to Outreach Community Services, to provide case management, counseling, job skill training and experience, work readiness training, and GED assistance to low income youth residing in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide case management, counseling, job skill training and experience, work readiness training, and GED assistance to low income youth residing in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Outreach Community Services, 373 S. Schmale Road, Carol Stream, IL 60188, for a total amount of \$100,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)

(b). (Grant funded)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Patty Gustin
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

15.F. [HS-R-0002-24](#)

Authorization to extend a Memorandum of Understanding with American Federation of State, County and Municipal Employees (AFSCME), Council 31. (DuPage Care Center)

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/*et seq.*) has established regulations regarding union recognition and collective bargaining in the State of Illinois; and

WHEREAS, the group of AFSCME employees in the DuPage County Care Center did authorize the American Federation of State, County and Municipal Employees (AFSCME), Council 31 as their exclusive bargaining agent under the terms and conditions of the Act; and

WHEREAS, the American Federation of State, County and Municipal Employees (AFSCME), Council 31, DuPage County Care Center and County of DuPage entered into a collective bargaining agreement on December 14, 2021; and

WHEREAS, the County and AFSCME executed a Memorandum of Understanding (MOU) regarding hazard pay on June 14, 2022 and later extended that MOU on December 13, 2022 (the December 2022 MOU); and

WHEREAS, the Care Center, County and the American Federation of State, County and Municipal Employees have agreed to extend the December 2022 MOU for the payment of Hazard Pay to Care Center Employees when and where applicable until June 30, 2024; and

WHEREAS, the extension of these terms are attached and incorporated into this resolution.

NOW THEREFORE, BE IT RESOLVED, that the DuPage County Board does hereby ratify, accept and adopt the attached extension to the December 2022 MOU between the American Federation of State, County and Municipal Employees (AFSCME), Council 31, the DuPage County Care Center, and County of DuPage; and

BE IT FURTHER RESOLVED that the County Board Chair be authorized to execute said extension to the December 2022 MOU; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, County Board Office, and the Care Center.

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Paula Garcia
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

15.G. [HS-R-0003-24](#)

Amendment of the Contract between the County and the American Federation of State, County and Municipal Employees, Council 31, the DuPage Care Center Bargaining Unit Employees, covering the time period of ratification date through November 30, 2026. (DuPage Care Center)

WHEREAS, the Illinois Public Employee Labor Relations Act provides for union recognition and collective bargaining in the State of Illinois; and

WHEREAS, the BARGAINING UNIT EMPLOYEES OF THE DUPAGE COUNTY CARE CENTER did authorize the American Federation of State, County and Municipal Employees, Council 31 ("Union") as their exclusive bargaining agent pursuant to the Act; and

WHEREAS, the County, and the Union have previously entered into a Collective Bargaining Agreement covering the Bargaining Unit Employees of the DuPage County Care Center said Agreement being effective through November 30, 2024; and

WHEREAS, the County and the Union have agreed to extend the term of that Agreement through November 30, 2026; and

WHEREAS, the County, and the Union have bargained in good faith to reach agreement on amendments to Article 25 of the Agreement regarding wages; and

WHEREAS, the members of the Union have ratified the amendment on December 5, 2023.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, and adopt the Amendment to the Collective Bargaining Agreement attached to this

resolution between the Union and the County of DuPage; and

BE IT FURTHER RESOLVED that the County Board Chair be authorized to execute said Amendment attached hereto as Exhibit A, and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, County Board Office, and the DuPage County Care Center.

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Patty Gustin
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

16. JUDICIAL AND PUBLIC SAFETY - EVANS

Committee Update

16.A. [JPS-P-0004-24](#)

Recommendation for the approval of a contract purchase order to Logicalis, Inc., to provide Microsoft 365 Hosting and Managed Services, for the period February 1, 2024 through January 31, 2029, for a total contract amount of \$455,466.60; per RFP 23-101-CCC. (Clerk of the Circuit Court)

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 Logicalis, Inc, to provide Microsoft 365 Hosting and Managed Services, for the period of February 1, 2024 through January 31, 2029, for the Clerk of the Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide Microsoft 365 Hosting and Managed Services, for the period of February 1, 2024 through January 31, 2029 for the Clerk of the Circuit Court per RFP 23-101-CCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Logicalis, Inc., 3500 Lacey Road, Suite 200, Downers Grove, IL 60515, for a contract total amount of \$455,466.60.

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Patty Gustin

AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
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17. LEGISLATIVE - DESART

Committee Update

17.A. [LEG-R-0001-24](#)

Resolution to Adopt the County's 2024 State Legislative Program

WHEREAS, members of the Legislative Committee have communicated with County elected officials and staff regarding the needs of County residents; and

WHEREAS, the Legislative Committee has developed a legislative program consisting of a list of priorities for DuPage County to propose and support during the 2024 spring session of the Illinois General Assembly (herein referred to as "2024 State Legislative Program" and attached as Exhibit A which is incorporated by reference); and

WHEREAS, it is important for the County's 2024 State Legislative Program to be communicated to the public and to our elected officials; and

WHEREAS, County Board Rules provide that a legislative program and duties related thereto receive the advice and consent of a majority vote of the County Board;

NOW, THEREFORE, BE IT RESOLVED per the recommendation of the Legislative Committee, that the DuPage County Board does hereby advise and consent to the adoption of the attached 2024 State Legislative Program for DuPage County; and

BE IT FURTHER RESOLVED, that staff and the County's lobbyists are directed to work together with the County's legislative delegation to advance the 2024 State Legislative Program in Springfield.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

18. PUBLIC WORKS - GARCIA

Committee Update

18.A. [PW-R-0001-24](#)

Resolution Authorizing the DuPage County Superintendent of Public Works to Sign

Illinois Environmental Protection Agency Loan Documents.

WHEREAS, the DuPage County Board, (“Board”), adopted Ordinance PW-O-0057-19, enacted pursuant to authority granted by the Illinois General Assembly, to enter into loan agreements with the Illinois Environmental Protection Agency (“IEPA”) to fund public improvements to the County’s water supply and distribution systems and wastewater collection and treatment systems; and

WHEREAS, IEPA rules require that for each application for an IEPA loan, the applicant’s representative be expressly authorized by resolution of the applicant’s governing board, to sign that particular loan application forms and documents.

BE IT RESOLVED by the DuPage County Board, that Nicholas W. Kottmeyer, P.E., Public Works Superintendent, is hereby authorized to sign all IEPA loan application forms and documents, as the duly authorized representative of the County, including, specifically, the application for Woodridge Greene Valley WWTP Improvements Project, Loan #L17 4262.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

18.B. [FM-P-0004-24](#)

Recommendation for the approval of a contract to Donohue & Associates, Inc., to provide Professional Electrical Engineering Design Services, for the replacement of the 505 building sectionalizer and main switchboard, replace the generator in the 424 building and to replace the east outdoor medium voltage switchgear and generator at the 400 building, and on-call electrical engineering services for Facilities Management, for the period of January 9, 2024 through November 30, 2026, for a total contract amount not to exceed \$360,850. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ .01 et seq.

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority 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 requires professional electrical engineering & design

services, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation and Administration (including Specifications, Cost Estimates, and Scheduling Projections), for the replacement of the 505 building sectionalizer and main switchboard, replace the generator in the 424 building and to replace the east outdoor medium voltage switchgear and generator at the 400 building, and on-call electrical engineering services; and

WHEREAS, Donohue & Associates, Inc. ("CONSULTANT") has experience and expertise providing professional electrical engineering & design services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed three hundred sixty thousand eight hundred fifty dollars and no cents (\$360,850.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with 50 ILCS 510/.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Donohue & Associates, Inc. is hereby accepted and approved in an amount not to exceed three hundred sixty thousand eight hundred fifty dollars and no cents (\$360,850.00) 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 this Resolution and the attached AGREEMENT to Donohue & Associates, Inc. 1755 Park Street, Suite 310, Naperville, IL 60563, and to ASA Nicholas Alfonso, Civil Division / DuPage County State's Attorney's Office.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Liz Chaplin
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

18.C. [FM-P-0005-24](#)

Recommendation for the approval of a contract to CDM Smith, Inc., to provide Professional Electrical and Engineering Design Services, for the JTK electrical upgrades,

Jail “B” electrical upgrades, campus electric vehicle load evaluation, and on-call electrical engineering services, for Facilities Management, for the period January 9, 2024 through November 30, 2026, for a total contract amount not to exceed \$586,024. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et seq.

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority 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 requires professional electrical engineering & design services, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation and Administration (including Specifications, Cost Estimates, and Scheduling Projections), for the JTK electrical upgrades, Jail “B” electrical upgrades, campus electric vehicle load evaluation, and on-call electrical engineering services; and

WHEREAS, CDM SMITH, Inc. (“CONSULTANT”) has experience and expertise providing professional electrical engineering & design services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed five hundred eighty-six thousand twenty-four dollars and no cents (\$586,024.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with 50 ILCS 510/.01 et seq. and Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and CDM Smith, Inc. is hereby accepted and approved in an amount not to exceed five hundred eighty-six thousand twenty-four dollars and no cents (\$586,024.00) 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 this Resolution and the attached AGREEMENT to CDM Smith, Inc. 125 South Wacker Drive, Suite 2510, Chicago, IL 60606, and to ASA Nicholas Alfonso, Civil Division / DuPage County State's Attorney's Office.

RESULT:	APPROVED
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MOVER:	Paula Garcia
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

19. STORMWATER - ZAY

Committee Update

20. TECHNOLOGY - YOO

Committee Update

20.A. [TE-P-0002-24](#)

Recommendation for the approval of a contract to SHI International Corp, Inc., for the annual licensing of the Zendesk customer service solution and annual subscription for Information Technology, GIS, and DuPage County Health Department, for the period of December 31, 2023 through December 30, 2026, for a total contract amount of \$569,732.27; per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - National Joint Powers Alliance / Sourcewell Contract #081419-SHI.

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 licensing for Zendesk customer service solution and annual subscription; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the National Joint Powers Alliance / Sourcewell Contract #081419-SHI, the County of DuPage will contract with SHI International Corp.; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp., annual licensing for Zendesk customer service solution and annual subscription, for the period of December 31, 2023 through December 30, 2026, for Information Technology, GIS, and DuPage County Health Department.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for annual licensing for Zendesk customer service solution and annual subscription, for the period of December 31, 2023 through December 30, 2026, for Information Technology, GIS, and DuPage County Health Department, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp., 290 Davidson Avenue, Somerset, New Jersey 08873, for a contract total amount not to exceed \$569,732.27, per contract pursuant to the National Joint Powers Alliance / Sourcewell Contract #081419-SHI.

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Dawn DeSart
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
ABSENT:	Gustin

21. TRANSPORTATION - OZOG

Committee Update

21.A. [DT-R-0002-24](#)

Condemnation Authorization for ROW Acquisition along CH 9/Lemont Road, 83rd Street to 87th Street, Section 16-00232-00-CH.

WHEREAS, the County of DuPage has previously authorized the DuPage County Director of Transportation/County Engineer, or his designee, per DT-036-95 and amendments thereto, to negotiate and enter into contracts on behalf of the County with owners of real property for the acquisition of necessary property interests for projects; and

WHEREAS, the DuPage County Director of Transportation/County Engineer has previously notified the County Board of projects known to require land acquisition in the annual or multi-year improvement plan; and

WHEREAS, CH 9/Lemont Road from 83rd Street to 87th Street, Section 16-00232-00-CH, has been identified as a project that requires land acquisition (hereinafter "PROJECT"); and

WHEREAS, it has been determined that the following parcels are necessary for said PROJECT and as generally depicted on Exhibit A, B, and C attached hereto:

Parcel #	Owner	PIN #	As Shown On Exhibit
0005 (Fee Simple)	Henry Harvey Frank Boeger and Darlene Liane Boeger	10-06-200-027	A
0005TE (Temp Easement)	Henry Harvey Frank Boeger and Darlene Liane Boeger	10-06-200-027	B
0009PE (Perm Easement)	Henry H. F. Boeger and Darlene L. Boeger	09-31-410-020	C

; and

WHEREAS, the DuPage County Division of Transportation (hereinafter "DOT") has conducted traffic studies and has analyzed the accident experience, roadway capacity and pavement condition of CH 9/Lemont Road from 83rd Street to 87th Street, a portion of which is located in Sections 5, 6, 31 and 32 in Downers Grove North Township, County of DuPage, State of Illinois; and

WHEREAS, the DOT has determined that in order to provide for the safety of the motoring public and the free and unrestricted flow of public traffic, it is necessary to

improve Lemont Road by adding turn lanes and through lanes and various appurtenances on Lemont Road from 83rd Street to 87th Street.

NOW, THEREFORE, BE IT RESOLVED, that it is hereby determined by the DuPage County Board that the public highway commonly referred to as Lemont Road and more specifically referred to as DuPage County Highway 9 (83rd Street to 87th Street), Section 16-00232-00-CH, be improved, laid out, established, constructed and maintained on the real property described as follows which Exhibits are attached hereto and incorporated herein and that said improved roadway be used, occupied, improved and developed for public highway purposes in a manner necessary for said use as a public highway:

Parcel #	Owner	PIN #	As Shown On Exhibit
0005 (Fee Simple)	Henry Harvey Frank Boeger and Darlene Liane Boeger	10-06-200-027	A
0005TE (Temp Easement)	Henry Harvey Frank Boeger and Darlene Liane Boeger	10-06-200-027	B
0009PE (Perm Easement)	Henry H. F. Boeger and Darlene L. Boeger	09-31-410-020	C

; and

BE IT FURTHER RESOLVED, that it is hereby determined by the DuPage County Board that it is necessary for the County of DuPage to acquire the above-stated legal interests in the real property described in the preceding paragraph and that said real property is necessary for public highway purposes, and the real property described herein is located wholly within the corporate boundaries of the County of DuPage; and

BE IT FURTHER RESOLVED, that the County of DuPage, through the DuPage County Engineer, or his designee, has acted in good faith in negotiating with the owner of the real property for the necessary legal interests and possession of said real property legally described hereinabove and has been unable to reach an agreement; and

BE IT FURTHER RESOLVED, that the County Board hereby authorizes the above-described property to be acquired by the County of DuPage through condemnation and authorizes, empowers and directs the State's Attorney of DuPage County to institute condemnation proceedings in a court of competent jurisdiction to acquire the necessary legal interests and possession of said real property in the name of the County of DuPage in accordance with 605 Illinois Compiled Statutes 5/5-801 and in accordance with the eminent domain laws of the State of Illinois; and

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in full force from the date of its passage.

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Kari Galassi

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay

ABSENT: Gustin

21.B. [DT-R-0003-24](#)

Intergovernmental Agreement between the County of DuPage and the State of Illinois Department of Transportation (IDOT) State Planning and Research Grant Award for the DuPage County Trails Count Program. (County to be reimbursed \$72,000)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the State of Illinois, Department Transportation (hereinafter referred to as STATE), in order to facilitate the safety and efficiency of non-motorized transportation, desire to conduct pedestrian and bicycle counts at locations across the county (hereinafter referred to as the STUDY); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to conduct the STUDY because of the benefit of the STUDY to the understanding of the demand and use of county trails, and to the people of the State of Illinois and the residents of DuPage County; and

WHEREAS, an Intergovernmental Agreement (hereinafter referred to as AGREEMENT) has been prepared and attached hereto, which outlines the award of \$90,000.00 granted to the COUNTY by the STATE for the STUDY; and

WHEREAS, the COUNTY is responsible for the local match to the award in the amount of \$18,000 (20 Percent).

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 this Agreement; and

BE IT FURTHER RESOLVED, that two (2) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

RESULT:	APPROVED
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MOVER:	Mary Ozog
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SECONDER:	Yeena Yoo
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AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
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ABSENT:	Gustin
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21.C. [DT-P-0002-24](#)

Recommendation for the approval of a contract purchase order to Parsons Transportation Group, Inc., for Central Signal System Network Support Services, for the Division of Transportation, Section 22-DCCSS-07-TL, for a contract total not to exceed \$200,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

WHEREAS, the County of DuPage (hereinafter referred to as 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.*) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Network Support Services, for the Division of Transportation’s Central Signal System, Section 22-DCCSS-07-TL; and

WHEREAS, Parsons Transportation Group, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such network support services, and is willing to perform the required services for an amount not to exceed \$200,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in the DuPage County Procurement Code Section 2-353(1)(b); and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Parsons Transportation Group, Inc. be hereby accepted and approved for a contract total not to exceed \$200,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Parsons Transportation Group, Inc., 650 East Algonquin Road, Suite 400, Schaumburg, Illinois 60173, by and through the Division of Transportation.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Yeena Yoo
AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
ABSENT:	Gustin

21.D. [24-0135](#)

DT-R-0178A-21 Amendment to Resolution DT-R-0178-21 Intergovernmental

Agreement between to County of DuPage and the Village of Lisle for improvements along CH 3/Warrenville Road and the replacement of the bridge over the east branch of the DuPage River; to incorporate additional work requested by the Village and to secure property interests from the Village. (County cost \$414,238).

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") has heretofore adopted Resolution DT-R-0178-21 on March 9, 2021, wherein the COUNTY entered into an Intergovernmental Agreement with the Village of Lisle (hereinafter referred to as "VILLAGE") to improve CH 3/Warrenville Road over the East Branch of the DuPage River by removing and replacing the existing bridge, Section 14-00124-04-BR (hereinafter referred to as "PROJECT"); and

WHEREAS, subsequent to entering into the ORIGINAL AGREEMENT, the VILLAGE has asked the COUNTY to incorporate watermain improvements (hereinafter referred to as "WATERMAIN IMPROVEMENTS") as part of the PROJECT; and

WHEREAS, an Intergovernmental Agreement First Amendment has been prepared and is attached that outlines the rights, responsibilities and financial obligations of the COUNTY and the VILLAGE related to the PROJECT and WATERMAIN IMPROVEMENTS; and

WHEREAS, subsequent to entering into the ORIGINAL AGREEMENT, the COUNTY has determined that the acquisition of property, including land in fee and temporary construction easements (LAND ACQUISITION), is necessary and required for this PROJECT and the COUNTY has, by Ordinance DT-O-0049-23, declared the need for such property; and

WHEREAS, the COUNTY has additionally determined that the acquisition of property, including the assignment of two temporary easements and one permanent easement (ASSIGNMENT), is necessary and required for this PROJECT and the COUNTY has, by Ordinance DT-O-0049-23, declared the need for such LAND ACQUISITION; and

WHEREAS, the Intergovernmental Agreement First Amendment must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board 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 VILLAGE; and

BE IT FURTHER RESOLVED that one (1) original copy of this resolution and Intergovernmental Agreement First Amendment be sent to the VILLAGE, by and through the Division of Transportation.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

AYES:	Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
ABSENT:	Gustin

22. DISCUSSION22.A. [24-0202](#)

PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

RESULT:	NO ACTION REQUIRED
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23. OLD BUSINESS

The following members made comment:

Rutledge: Recycling, detergent conservation

Chaplin: Recognition of Laura Flamion, Member DeSart, Member Tornatore, Robert Toerpe

Krajewski: Transformation grants

DeSart: DuPage Animal Friends capital campaign and April 12th gala, recognition of North Central College football

Yoo: Karina's firearm safety bill

Gustin: Metra safety

Chaplin: Metra police force

24. NEW BUSINESS

The following members made comment:

Conroy: Recognition of Bill Brophy's retirement from Veteran's Assistance Commission, migrants

Zay: Board debate and decorum

Eckhoff: Jewish-American heritage month, migrants

Covert: Jewish-American heritage month

25. EXECUTIVE SESSION

There was no Executive Session.

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

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

26. MEETING ADJOURNED

With no further business, the meeting was adjourned at 11:25 AM.

26.A. This meeting is adjourned to Tuesday, January 23, 2024, at 10:00 a.m.



Payment of Claims

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

File #: 24-0286

Agenda Date: 1/23/2024

Agenda #: 8.B.

Bank Account Payment History

AP255 Date: 01/05/24
Time: 13:23

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: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1
Time 13:24 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 11557 122723 010224	530540	Payment Date 01/05/24	Vendor 11557	11557		ABBATACOLA, ROBERT	Status Issued	
			IX 100 01/03/24			884.00	0.00	884.00
			*** Payment Total			884.00	0.00	884.00
Payment Number 26753 1YKN-N9HL-R76L	530541	Payment Date 01/05/24	Vendor 26753	26753		AMAZON CAPITAL SERVICES	Status Issued	
			IX 100 01/25/24			93.77	0.00	93.77
			*** Payment Total			93.77	0.00	93.77
Payment Number 42606 20231201	530542	Payment Date 01/05/24	Vendor 42606	42606		BENNETT, ANDREA M	Status Issued	
			IX 100 01/30/24			1,250.00	0.00	1,250.00
			*** Payment Total			1,250.00	0.00	1,250.00
Payment Number 10667 NP81507	530543	Payment Date 01/05/24	Vendor 10667	10667		CDW GOVERNMENT INC	Status Issued	
			IX 100 01/13/24			2,587.01	0.00	2,587.01
			*** Payment Total			2,587.01	0.00	2,587.01
Payment Number 31638 1067	530544	Payment Date 01/05/24	Vendor 31638	31638		DRUGAN, MICHAEL C	Status Issued	
			IX 100 01/31/24			6,190.38	0.00	6,190.38
			*** Payment Total			6,190.38	0.00	6,190.38
Payment Number 11067 IN00631037	530545	Payment Date 01/05/24	Vendor 11067	11067		FOX VALLEY FIRE & SAFETY	Status Issued	
			IX 100 10/26/23			353.01	0.00	353.01
			IX 100 11/22/23			195.58	0.00	195.58
			IX 100 12/30/23			1,088.24	0.00	1,088.24
			IX 100 12/31/23			500.00	0.00	500.00
			IX 100 01/04/24			812.50	0.00	812.50
			IX 100 01/04/24			150.00	0.00	150.00
			IX 100 01/04/24			250.00	0.00	250.00
			IX 100 01/04/24			343.66	0.00	343.66
			IX 100 01/19/24			2,616.00	0.00	2,616.00
			*** Payment Total			6,308.99	0.00	6,308.99
Payment Number 10124 9334903708	530546	Payment Date 01/05/24	Vendor 10124	10124		GRAYBAR	Status Issued	
			IX 100 12/21/23			612.50	0.00	612.50
			IX 100 12/22/23			990.00	0.00	990.00
			*** Payment Total			1,602.50	0.00	1,602.50
Payment Number 11487 23-0181	530547	Payment Date 01/05/24	Vendor 11487	11487		IMAGING SYSTEMS INC	Status Issued	
			IX 100 01/04/24			5,850.00	0.00	5,850.00
			*** Payment Total			5,850.00	0.00	5,850.00
Payment Number 10141 120523-CC	530548	Payment Date 01/05/24	Vendor 10141	10141		PHYSICIANS RECORD CO	Status Issued	
			IX 100 01/04/24			1,223.00	0.00	1,223.00
			IX 100 01/04/24			1,185.00	0.00	1,185.00
			IX 100 01/21/24			370.00	0.00	370.00
			*** Payment Total			2,778.00	0.00	2,778.00
Payment Number 10159 74253	530549	Payment Date 01/05/24	Vendor 10159	10159		SOUND INCORPORATED	Status Issued	
			IX 100 12/10/23			3,759.25	0.00	3,759.25

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2
Time 13:24 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530549	Payment Date	01/05/24	Vendor	10159	SOUND INCORPORATED	Status Issued	
				***	Payment Total	3,759.25	0.00	3,759.25
Payment Number	530550	Payment Date	01/05/24	Vendor	30797	TRINITY SERVICES GROUP INC	Status Issued	
30797	3023000298			IX	100 01/21/24	21,186.44	0.00	21,186.44
30797	3023000299			IX	100 01/28/24	21,161.38	0.00	21,161.38
				***	Payment Total	42,347.82	0.00	42,347.82
				***	Payment Code ACH Total	73,651.72	0.00	73,651.72
					Payment Count	11		

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3
Time 13:24 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 12241 226324	1184671	Payment Date 01/05/24	Vendor 12241			A & P GREASE TRAPPERS INC	Status Issued	
			IX 100 09/01/23			930.00	0.00	930.00
			*** Payment Total			930.00	0.00	930.00
Payment Number 37389 3014485530 121123	1184672	Payment Date 01/05/24	Vendor 37389			AEP ENERGY	Status Issued	
			IX 100 01/10/24			104,232.59	0.00	104,232.59
			*** Payment Total			104,232.59	0.00	104,232.59
Payment Number 14015 16591	1184673	Payment Date 01/05/24	Vendor 14015			AHEAD OF OUR TIME	Status Issued	
			IX 100 01/06/24			500.00	0.00	500.00
			*** Payment Total			500.00	0.00	500.00
Payment Number 41943 2213-1	1184674	Payment Date 01/05/24	Vendor 41943			AIR FILTER SOLUTIONS, LLC	Status Issued	
			IX 100 12/29/23			1,423.80	0.00	1,423.80
			*** Payment Total			1,423.80	0.00	1,423.80
Payment Number 10674 5503605790	1184675	Payment Date 01/05/24	Vendor 10674			AIRGAS USA	Status Issued	
			IX 100 12/30/23			221.27	0.00	221.27
			*** Payment Total			221.27	0.00	221.27
Payment Number 25611 23811	1184676	Payment Date 01/05/24	Vendor 25611			AIRWAYS SYSTEMS INC	Status Issued	
			IX 100 12/20/23			3,500.00	0.00	3,500.00
			IX 100 12/20/23			1,175.00	0.00	1,175.00
			IX 100 12/20/23			1,750.00	0.00	1,750.00
			IX 100 12/17/23			1,750.00	0.00	1,750.00
			*** Payment Total			8,175.00	0.00	8,175.00
Payment Number 10528 300001917	1184677	Payment Date 01/05/24	Vendor 10528			ALGA MEMBER SERVICES	Status Issued	
			IX 100 01/20/24			292.50	0.00	292.50
			*** Payment Total			292.50	0.00	292.50
Payment Number 10671 175418	1184678	Payment Date 01/05/24	Vendor 10671			ALPHAGRAPHICS	Status Issued	
			IX 100 11/04/23			19.75	0.00	19.75
			IX 100 01/18/24			1,146.94	0.00	1,146.94
			IX 100 01/14/24			19.75	0.00	19.75
			*** Payment Total			1,186.44	0.00	1,186.44
Payment Number 12120 11076	1184679	Payment Date 01/05/24	Vendor 12120			ARCADIA TRAVEL & CRUISES INC	Status Issued	
			IX 100 12/19/23			1,138.90	0.00	1,138.90
			*** Payment Total			1,138.90	0.00	1,138.90
Payment Number 10008 1196654800 2024	1184680	Payment Date 01/05/24	Vendor 10008			AT&T	Status Issued	
			IX 100 01/18/24			1,248.89	0.00	1,248.89
			*** Payment Total			1,248.89	0.00	1,248.89
Payment Number 10008 708Z86003712 2024	1184681	Payment Date 01/05/24	Vendor 10008			AT&T	Status Issued	
			IX 100 01/16/24			8,420.30	0.00	8,420.30
			IX 100 01/16/24			3,434.42	0.00	3,434.42
			IX 100 01/16/24			1,186.83	0.00	1,186.83

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184681	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
				***	Payment Total	13,041.55	0.00	13,041.55
Payment Number	1184682	Payment Date	01/05/24	Vendor	10009	AT&T MOBILITY	Status	Issued
10009	287296427626X11272023			IX	100 12/19/23	1,390.50	0.00	1,390.50
10009	287304391276X12082023			IX	100 12/30/23	1,731.43	0.00	1,731.43
				***	Payment Total	3,121.93	0.00	3,121.93
Payment Number	1184683	Payment Date	01/05/24	Vendor	10309	ATLAS BOBCAT LLC	Status	Issued
10309	HT3556			IX	100 12/20/23	1,295.56	0.00	1,295.56
				***	Payment Total	1,295.56	0.00	1,295.56
Payment Number	1184684	Payment Date	01/05/24	Vendor	30951	BDO	Status	Issued
30951	002128851			IX	100 01/14/24	110.00	0.00	110.00
				***	Payment Total	110.00	0.00	110.00
Payment Number	1184685	Payment Date	01/05/24	Vendor	10216	CANON SOLUTIONS AMERICA INC	Status	Issued
10216	6005990833			IX	100 12/02/23	9,449.67	0.00	9,449.67
				***	Payment Total	9,449.67	0.00	9,449.67
Payment Number	1184686	Payment Date	01/05/24	Vendor	10074	CITY OF WHEATON	Status	Issued
10074	0034070000 121523			IX	100 01/14/24	46.08	0.00	46.08
10074	0034080100 121523			IX	100 01/14/24	223.89	0.00	223.89
10074	0034100000 121523			IX	100 01/14/24	2,036.46	0.00	2,036.46
10074	0034120000 121523			IX	100 01/14/24	20.89	0.00	20.89
10074	0034150000 121523			IX	100 01/14/24	34.48	0.00	34.48
10074	0034150100 121523			IX	100 01/14/24	1,073.66	0.00	1,073.66
10074	0034150200 121523			IX	100 01/14/24	550.83	0.00	550.83
10074	0034150400 121523			IX	100 01/14/24	38,529.23	0.00	38,529.23
10074	0034150600 121523			IX	100 01/14/24	1,712.50	0.00	1,712.50
10074	0034150700 121523			IX	100 01/14/24	859.06	0.00	859.06
10074	0034150800 121523			IX	100 01/14/24	61.65	0.00	61.65
10074	0034150900 121523			IX	100 01/14/24	94.26	0.00	94.26
10074	0034160000 121523			IX	100 01/14/24	1,191.16	0.00	1,191.16
10074	0341201000 121523			IX	100 01/14/24	84.85	0.00	84.85
				***	Payment Total	46,519.00	0.00	46,519.00
Payment Number	1184687	Payment Date	01/05/24	Vendor	19705	CLERK OF THE CIRCUIT COURT	Status	Issued
19705	EXP20231212			IX	100 01/11/24	4,055.44	0.00	4,055.44
				***	Payment Total	4,055.44	0.00	4,055.44
Payment Number	1184688	Payment Date	01/05/24	Vendor	10023	COM ED	Status	Issued
10023	1039159077 120823			IX	100 01/07/24	721.21	0.00	721.21
10023	2720125059 121223			IX	100 01/11/24	236.93	0.00	236.93
				***	Payment Total	958.14	0.00	958.14
Payment Number	1184689	Payment Date	01/05/24	Vendor	12382	COMCAST	Status	Issued
12382	8771200470648508120723			IX	100 01/04/24	156.85	0.00	156.85

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184689	Payment Date 01/05/24	Vendor 12382			COMCAST	Status Issued	
			*** Payment Total			156.85	0.00	156.85
Payment Number	1184690	Payment Date 01/05/24	Vendor 27603			CORE & MAIN LP	Status Issued	
27603 T792116			IX 100 11/19/23			317.00	0.00	317.00
			*** Payment Total			317.00	0.00	317.00
Payment Number	1184691	Payment Date 01/05/24	Vendor 14391			CROWN TROPHY #116	Status Issued	
14391 18245			IX 100 01/10/24			999.58	0.00	999.58
			*** Payment Total			999.58	0.00	999.58
Payment Number	1184692	Payment Date 01/05/24	Vendor 41492			DELTA SONIC CAR WASH SYSTEMS,	Status Issued	
41492 INV-0011786			IX 100 02/01/24			1,199.25	0.00	1,199.25
			*** Payment Total			1,199.25	0.00	1,199.25
Payment Number	1184693	Payment Date 01/05/24	Vendor 19706			DPC REGIONAL OFFICE OF EDUCATN	Status Issued	
19706 CK122723001			IX 100 01/26/24			1,311.48	0.00	1,311.48
19706 CK122723001A			IX 100 01/26/24			159.60	0.00	159.60
19706 CK84489			IX 100 01/12/24			1,360.00	0.00	1,360.00
19706 CK84562			IX 100 01/13/24			1,680.00	0.00	1,680.00
19706 CK84607			IX 100 01/26/24			404.00	0.00	404.00
19706 CK84611			IX 100 01/26/24			160.00	0.00	160.00
19706 CK84644			IX 100 01/27/24			1,680.00	0.00	1,680.00
			*** Payment Total			6,755.08	0.00	6,755.08
Payment Number	1184694	Payment Date 01/05/24	Vendor 41573			FACILITY GATEWAY CORPORATION	Status Issued	
41573 234159			IX 100 12/30/23			445.40	0.00	445.40
			*** Payment Total			445.40	0.00	445.40
Payment Number	1184695	Payment Date 01/05/24	Vendor 43169			FORTRESS PLUS BUSINESS	Status Issued	
43169 3985			IX 100 02/02/24			24,916.00	0.00	24,916.00
			*** Payment Total			24,916.00	0.00	24,916.00
Payment Number	1184696	Payment Date 01/05/24	Vendor 34678			GARVEY'S OFFICE PRODUCTS	Status Issued	
34678 PINV2507951			IX 100 01/09/24			175.11	0.00	175.11
			*** Payment Total			175.11	0.00	175.11
Payment Number	1184697	Payment Date 01/05/24	Vendor 28460			GOTO TECHNOLOGIES USA, INC	Status Issued	
28460 1209132037			IX 100 01/26/24			617.00	0.00	617.00
			*** Payment Total			617.00	0.00	617.00
Payment Number	1184698	Payment Date 01/05/24	Vendor 27954			GROOT, INC	Status Issued	
27954 11649151T107			IX 100 12/31/23			4,044.45	0.00	4,044.45
			*** Payment Total			4,044.45	0.00	4,044.45
Payment Number	1184699	Payment Date 01/05/24	Vendor 11833			HERC RENTALS INC	Status Issued	
11833 34151148-001			IX 100 12/20/23			864.90	0.00	864.90
			*** Payment Total			864.90	0.00	864.90

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184700	Payment Date 01/05/24	Vendor 10366	HINCKLEY SPRINGS	Status Issued				
10366 14458307 122523		IX 100 01/24/24	154.37	0.00	154.37			
		*** Payment Total	154.37	0.00	154.37			
Payment Number 1184701	Payment Date 01/05/24	Vendor 10230	IAPPO INC	Status Issued				
10230 2216		IX 100 01/21/24	45.00	0.00	45.00			
10230 2218		IX 100 01/21/24	45.00	0.00	45.00			
10230 2221		IX 100 01/21/24	45.00	0.00	45.00			
10230 2230		IX 100 01/21/24	45.00	0.00	45.00			
		*** Payment Total	180.00	0.00	180.00			
Payment Number 1184702	Payment Date 01/05/24	Vendor 10809	INSIGHT PUBLIC SECTOR INC	Status Issued				
10809 1101117570		IX 100 01/04/24	224.58	0.00	224.58			
10809 1101122158		IX 100 01/19/24	13,794.90	0.00	13,794.90			
		*** Payment Total	14,019.48	0.00	14,019.48			
Payment Number 1184703	Payment Date 01/05/24	Vendor 37505	INTELLIAS	Status Issued				
37505 13876		IX 100 12/31/23	44,800.00	0.00	44,800.00			
		*** Payment Total	44,800.00	0.00	44,800.00			
Payment Number 1184704	Payment Date 01/05/24	Vendor 23842	INTERNATIONAL ASSOCIATION FOR	Status Issued				
23842 46493		IX 100 12/16/23	80.00	0.00	80.00			
		*** Payment Total	80.00	0.00	80.00			
Payment Number 1184705	Payment Date 01/05/24	Vendor 28858	JANSSENS, DINA	Status Issued				
28858 MIL20231201		IX 100 01/02/24	83.47	0.00	83.47			
		*** Payment Total	83.47	0.00	83.47			
Payment Number 1184706	Payment Date 01/05/24	Vendor 11057	KONICA MINOLTA BUSINESS SOL	Status Issued				
11057 290767142		IX 100 12/30/23	264.60	0.00	264.60			
11057 290767378		IX 100 12/30/23	277.83	0.00	277.83			
		*** Payment Total	542.43	0.00	542.43			
Payment Number 1184707	Payment Date 01/05/24	Vendor 11692	LANGUAGE LINE SERVICES	Status Issued				
11692 11168994		IX 100 12/26/23	430.01	0.00	430.01			
11692 11173472		IX 100 12/19/23	120.00	0.00	120.00			
		*** Payment Total	550.01	0.00	550.01			
Payment Number 1184708	Payment Date 01/05/24	Vendor 37793	LUETKEHANS, BRADY, GARNER &	Status Issued				
37793 6960.4576-7		IX 100 11/18/23	1,384.89	0.00	1,384.89			
37793 6960.4576-9		IX 100 01/12/24	400.00	0.00	400.00			
		*** Payment Total	1,784.89	0.00	1,784.89			
Payment Number 1184709	Payment Date 01/05/24	Vendor 18748	MANZZULLO, ANTHONY	Status Issued				
18748 TRV20231214		IX 100 01/13/24	121.96	0.00	121.96			
		*** Payment Total	121.96	0.00	121.96			
Payment Number 1184710	Payment Date 01/05/24	Vendor 10299	MEDLINE INDUSTRIES INC	Status Issued				
10299 2300482660		IX 100 01/27/24	3,600.00	0.00	3,600.00			

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184710	Payment Date	01/05/24	Vendor	10299	MEDLINE INDUSTRIES INC	Status Issued	
				***	Payment Total	3,600.00	0.00	3,600.00
Payment Number	1184711	Payment Date	01/05/24	Vendor	10670	MIDWEST ASSOCIATION OF PUBLIC	Status Issued	
	10670 CALVENTE 122223			IX	100 01/21/24	40.00	0.00	40.00
	10670 ETMINAN 122223			IX	100 01/21/24	40.00	0.00	40.00
	10670 WEIDMAN 122223			IX	100 01/21/24	40.00	0.00	40.00
				***	Payment Total	120.00	0.00	120.00
Payment Number	1184712	Payment Date	01/05/24	Vendor	20794	MIDWEST ENVIRONMENTAL	Status Issued	
	20794 23-1001			IX	100 01/17/24	4,275.00	0.00	4,275.00
	20794 23-1004			IX	100 01/17/24	2,640.00	0.00	2,640.00
				***	Payment Total	6,915.00	0.00	6,915.00
Payment Number	1184713	Payment Date	01/05/24	Vendor	10606	MYERS, LAUREL	Status Issued	
	10606 122223			IX	100 12/29/23	675.00	0.00	675.00
				***	Payment Total	675.00	0.00	675.00
Payment Number	1184714	Payment Date	01/05/24	Vendor	29408	NAPIORKOWSKI, WITOLD	Status Issued	
	29408 31228-2			IX	100 01/27/24	204.89	0.00	204.89
				***	Payment Total	204.89	0.00	204.89
Payment Number	1184715	Payment Date	01/05/24	Vendor	28996	NASER, EVA Y	Status Issued	
	28996 482			IX	100 12/20/23	236.33	0.00	236.33
	28996 494			IX	100 01/27/24	236.33	0.00	236.33
				***	Payment Total	472.66	0.00	472.66
Payment Number	1184716	Payment Date	01/05/24	Vendor	11337	NICKERSON & ASSOCIATES	Status Issued	
	11337 22JD70.JJS.NOV2023			IX	100 12/18/23	350.00	0.00	350.00
				***	Payment Total	350.00	0.00	350.00
Payment Number	1184717	Payment Date	01/05/24	Vendor	10057	NICOR GAS	Status Issued	
	10057 12019818058 120123			IX	100 12/31/23	1,007.52	0.00	1,007.52
				***	Payment Total	1,007.52	0.00	1,007.52
Payment Number	1184718	Payment Date	01/05/24	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status Issued	
	39549 337646598001			IX	100 12/30/23	42.99	0.00	42.99
	39549 339092838001			IX	100 11/23/23	25.60	0.00	25.60
	39549 340058742001			IX	100 12/09/23	23.07	0.00	23.07
	39549 341395227001			IX	100 12/14/23	41.40	0.00	41.40
	39549 341763772001			IX	100 12/08/23	196.02	0.00	196.02
	39549 342893990001			IX	100 12/30/23	42.47	0.00	42.47
	39549 343595507001			IX	100 01/10/24	96.86	0.00	96.86
	39549 343615064001			IX	100 01/07/24	139.97	0.00	139.97
				***	Payment Total	608.38	0.00	608.38
Payment Number	1184719	Payment Date	01/05/24	Vendor	29508	OKUNSKAYA, TATIANA	Status Issued	
	29508 2023 #91			IX	100 01/21/24	159.50	0.00	159.50
	29508 2023 #92			IX	100 01/25/24	159.50	0.00	159.50

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184719	Payment Date	01/05/24	Vendor	29508	OKUNSKAYA, TATIANA	Status	Issued
29508 2023 #93				IX 100	01/28/24	159.50	0.00	159.50
29508 2024 #1				IX 100	02/01/24	140.00	0.00	140.00
				***	Payment Total	618.50	0.00	618.50
Payment Number	1184720	Payment Date	01/05/24	Vendor	25501	PITNEY BOWES GLOBAL FINANCIAL	Status	Issued
25501 3106476342				IX 100	01/29/24	10,030.50	0.00	10,030.50
				***	Payment Total	10,030.50	0.00	10,030.50
Payment Number	1184721	Payment Date	01/05/24	Vendor	10961	PRECISION DYNAMICS CORP	Status	Issued
10961 9354867682				IX 100	01/05/24	2,122.27	0.00	2,122.27
				***	Payment Total	2,122.27	0.00	2,122.27
Payment Number	1184722	Payment Date	01/05/24	Vendor	12151	PRUSAK, JUNE	Status	Issued
12151 233-A				IX 100	12/29/23	902.50	0.00	902.50
				***	Payment Total	902.50	0.00	902.50
Payment Number	1184723	Payment Date	01/05/24	Vendor	11145	RAY O'HERRON CO INC	Status	Issued
11145 2316110				IX 100	02/01/24	931.27	0.00	931.27
				***	Payment Total	931.27	0.00	931.27
Payment Number	1184724	Payment Date	01/05/24	Vendor	43215	SAVVY ASSISTANTS	Status	Issued
43215 2				IX 100	01/29/24	1,072.50	0.00	1,072.50
				***	Payment Total	1,072.50	0.00	1,072.50
Payment Number	1184725	Payment Date	01/05/24	Vendor	14389	SHI INTERNATIONAL CORP	Status	Issued
14389 B17565385				IX 100	11/30/23	142,076.84	0.00	142,076.84
				***	Payment Total	142,076.84	0.00	142,076.84
Payment Number	1184726	Payment Date	01/05/24	Vendor	27620	SIDDIQA, ASRA	Status	Issued
27620 00036				IX 100	01/21/24	962.00	0.00	962.00
				***	Payment Total	962.00	0.00	962.00
Payment Number	1184727	Payment Date	01/05/24	Vendor	30394	SMAL, PAWEL	Status	Issued
30394 0323-A				IX 100	01/28/24	189.38	0.00	189.38
				***	Payment Total	189.38	0.00	189.38
Payment Number	1184728	Payment Date	01/05/24	Vendor	10580	SMITHS DETECTION INC.	Status	Issued
10580 90283049				IX 100	01/07/24	1,049.00	0.00	1,049.00
				***	Payment Total	1,049.00	0.00	1,049.00
Payment Number	1184729	Payment Date	01/05/24	Vendor	32899	STATEWIDE PUBLISHING, LLC	Status	Issued
32899 938318-20				IX 100	01/26/24	90.00	0.00	90.00
32899 938455-20				IX 100	01/26/24	90.00	0.00	90.00
				***	Payment Total	180.00	0.00	180.00
Payment Number	1184730	Payment Date	01/05/24	Vendor	26991	STRATUS AUDIO INC	Status	Issued
26991 SIN566343				IX 100	01/10/24	387.28	0.00	387.28

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184730	Payment Date	01/05/24	Vendor	26991	STRATUS AUDIO INC	Status	Issued
				***	Payment Total	387.28	0.00	387.28
Payment Number	1184731	Payment Date	01/05/24	Vendor	39272	TACCONA,RITA	Status	Issued
39272	121123	122723		IX	100 01/26/24	1,092.50	0.00	1,092.50
				***	Payment Total	1,092.50	0.00	1,092.50
Payment Number	1184732	Payment Date	01/05/24	Vendor	32133	TGA PARK 88 LLC	Status	Issued
32133	T0192243	111523		IX	100 12/15/23	25,315.60	0.00	25,315.60
				***	Payment Total	25,315.60	0.00	25,315.60
Payment Number	1184733	Payment Date	01/05/24	Vendor	32034	TIRRANO LLC	Status	Issued
32034	0001			IX	100 01/30/24	5,416.66	0.00	5,416.66
				***	Payment Total	5,416.66	0.00	5,416.66
Payment Number	1184734	Payment Date	01/05/24	Vendor	11201	UNITED STATES POSTAL SERVICE	Status	Issued
11201	34855593	103123	FM	IX	100 11/30/23	2.52	0.00	2.52
11201	34855593	103123	RCDR	IX	100 11/30/23	568.24	0.00	568.24
11201	34855593	113023	FM	IX	100 12/30/23	3.15	0.00	3.15
11201	34855593	113023	RCDR	IX	100 12/30/23	458.07	0.00	458.07
				***	Payment Total	1,031.98	0.00	1,031.98
Payment Number	1184735	Payment Date	01/05/24	Vendor	10597	VERIZON	Status	Issued
10597	9950587674			IX	100 12/31/23	1,927.70	0.00	1,927.70
10597	9952716211			IX	100 01/24/24	8,135.86	0.00	8,135.86
				***	Payment Total	10,063.56	0.00	10,063.56
Payment Number	1184736	Payment Date	01/05/24	Vendor	10709	VILLAGE OF WINFIELD	Status	Issued
10709	0000500460-02	121123		IX	100 01/10/24	318.70	0.00	318.70
10709	0000500480-00	121123		IX	100 01/10/24	39.47	0.00	39.47
10709	0000500500-00	121123		IX	100 01/10/24	22.70	0.00	22.70
				***	Payment Total	380.87	0.00	380.87
Payment Number	1184737	Payment Date	01/05/24	Vendor	10989	WATER ONE	Status	Issued
10989	1010944			IX	100 12/31/23	29.85	0.00	29.85
10989	15692TM			IX	100 12/09/23	56.75	0.00	56.75
10989	16552TM			IX	100 01/04/24	77.00	0.00	77.00
				***	Payment Total	163.60	0.00	163.60
Payment Number	1184738	Payment Date	01/05/24	Vendor	10037	WHEATON SANITARY DISTRICT	Status	Issued
10037	027567-000	122223		IX	100 01/21/24	26.53	0.00	26.53
10037	027573-000	122223		IX	100 01/21/24	13.00	0.00	13.00
10037	027575-000	122223		IX	100 01/21/24	13.00	0.00	13.00
10037	027577-000	122223		IX	100 01/21/24	13.00	0.00	13.00
10037	036669-000	122223		IX	100 01/21/24	1,384.27	0.00	1,384.27
10037	036679-000	122223		IX	100 01/21/24	1,343.68	0.00	1,343.68
10037	036681-000	122223		IX	100 01/21/24	468.59	0.00	468.59
10037	036741-000	122223		IX	100 01/21/24	635.48	0.00	635.48
10037	037333-000	122223		IX	100 01/21/24	175.39	0.00	175.39

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 10
Time 13:24 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184738	Payment Date	01/05/24	Vendor	10037	WHEATON SANITARY DISTRICT	Status	Issued
		***	Payment Total			4,072.94	0.00	4,072.94
		***	Payment Code CHK Total			522,721.11	0.00	522,721.11
			Payment Count			68		
		***	Cash Code 1414 Total			596,372.83	0.00	596,372.83
			Payment Count			79		
		***	Pay Group 1000 USD Total			596,372.83	0.00	596,372.83
			Payment Count			79		

Bank Account Payment History

AP255 Date: 01/05/24
Time: 13:24

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: 010524 - 010524

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
 Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
 Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530551	Payment Date 01/05/24	Vendor 26753	AMAZON CAPITAL SERVICES	Status Issued				
26753 1YLN-RL3W-1TDW		IX 150 12/06/23	197.42	0.00			197.42	
		*** Payment Total	197.42	0.00			197.42	
Payment Number 530552	Payment Date 01/05/24	Vendor 11452	EARTHWERKS LAND IMPROVEMENT &	Status Issued				
11452 5795-3		IX 105 01/25/24	14,005.95	0.00			14,005.95	
		*** Payment Total	14,005.95	0.00			14,005.95	
Payment Number 530553	Payment Date 01/05/24	Vendor 10903	ENGINEERING RESOURCE ASSOC INC	Status Issued				
10903 W22044B0.16		IX 105 11/30/23	12,343.73	0.00			12,343.73	
		*** Payment Total	12,343.73	0.00			12,343.73	
Payment Number 530554	Payment Date 01/05/24	Vendor 11487	IMAGING SYSTEMS INC	Status Issued				
11487 122123-01		IX 120 01/20/24	36.13	0.00			36.13	
11487 14423-05		IX 120 12/17/23	619.50	0.00			619.50	
		*** Payment Total	655.63	0.00			655.63	
		*** Payment Code ACH Total	27,202.73	0.00			27,202.73	
		Payment Count	4					

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184739	Payment Date 01/05/24	Vendor 10674	AIRGAS USA	Status Issued				
10674 5503580000		IX 120 12/01/23	126.72	0.00	126.72			
		*** Payment Total	126.72	0.00	126.72			
Payment Number 1184740	Payment Date 01/05/24	Vendor 12104	ALLIANT INSURANCE SERVICES INC	Status Issued				
12104 2298094		IX 102 01/17/24	16,750.00	0.00	16,750.00			
		*** Payment Total	16,750.00	0.00	16,750.00			
Payment Number 1184741	Payment Date 01/05/24	Vendor 33755	ALLIED UNIVERSAL TECHNOLOGY	Status Issued				
33755 IN1-910321817		IX 120 01/03/24	15.04	0.00	15.04			
33755 IN1-910323557		IX 120 01/10/24	495.00	0.00	495.00			
		*** Payment Total	510.04	0.00	510.04			
Payment Number 1184742	Payment Date 01/05/24	Vendor 10769	AMBER LEAF ANIMAL HOSPITAL	Status Issued				
10769 393380		IX 120 12/17/23	220.00	0.00	220.00			
		*** Payment Total	220.00	0.00	220.00			
Payment Number 1184743	Payment Date 01/05/24	Vendor 10009	AT&T MOBILITY	Status Issued				
10009 287301188830X12082023		IX 140 12/30/23	99.62	0.00	99.62			
10009 287304391276X12082023		IX 105 12/30/23	249.05	0.00	249.05			
		*** Payment Total	348.67	0.00	348.67			
Payment Number 1184744	Payment Date 01/05/24	Vendor 39493	CATTANEO ELECTRIC COMPANY	Status Issued				
39493 RES-ACC-23-002043		IX 170 12/21/23	100.00	0.00	100.00			
		*** Payment Total	100.00	0.00	100.00			
Payment Number 1184745	Payment Date 01/05/24	Vendor 24557	CHICAGO VETERINARY MEDICAL	Status Issued				
24557 CVMA2024		IX 120 12/31/23	1,045.00	0.00	1,045.00			
		*** Payment Total	1,045.00	0.00	1,045.00			
Payment Number 1184746	Payment Date 01/05/24	Vendor 39918	COVETRUS NORTH AMERICA	Status Issued				
39918 BA55615		IX 120 11/02/23	72.08	0.00	72.08			
39918 BA83932		IX 120 11/04/23	227.88	0.00	227.88			
39918 BA89734		IX 120 11/04/23	346.45	0.00	346.45			
39918 BB03314		IX 120 11/08/23	227.88	0.00	227.88			
39918 BD85304		IX 120 12/08/23	202.14	0.00	202.14			
39918 BD85604		IX 120 12/08/23	536.72	0.00	536.72			
39918 BF84657		IX 120 12/31/23	1,266.75	0.00	1,266.75			
39918 BF85711		IX 120 12/31/23	7.94	0.00	7.94			
		*** Payment Total	2,887.84	0.00	2,887.84			
Payment Number 1184747	Payment Date 01/05/24	Vendor 25497	DANADA VETERINARY HOSPITAL PC	Status Issued				
25497 511452		IX 120 11/01/23	325.00	0.00	325.00			
25497 511494		IX 120 11/01/23	300.00	0.00	300.00			
		*** Payment Total	625.00	0.00	625.00			
Payment Number 1184748	Payment Date 01/05/24	Vendor 11107	DOOR SYSTEMS	Status Issued				
11107 931282		IX 120 11/29/23	47.00	0.00	47.00			

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 3
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184748	Payment Date	01/05/24	Vendor	11107	DOOR SYSTEMS	Status	Issued
				***	Payment Total	47.00	0.00	47.00
Payment Number	1184749	Payment Date	01/05/24	Vendor	19161	DUPAGE COUNTY HEALTH	Status	Issued
	19161 101_COVID-FY2023			IX	105 01/19/24	55,098.54	0.00	55,098.54
	19161 102_COVID-FY2023			IX	105 01/19/24	192,184.24	0.00	192,184.24
				***	Payment Total	247,282.78	0.00	247,282.78
Payment Number	1184750	Payment Date	01/05/24	Vendor	16335	FELDCO FACTORY DIRECT LLC	Status	Issued
	16335 RES-RRR-23-003057			IX	170 01/20/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1184751	Payment Date	01/05/24	Vendor	13020	FIDLAR TECHNOLOGIES INC	Status	Issued
	13020 0573990-IN			IX	150 12/30/23	1,046.61	0.00	1,046.61
	13020 0898175-IN			IX	150 01/13/24	24,000.00	0.00	24,000.00
	13020 M30069-IN			IX	150 12/30/23	989.60	0.00	989.60
				***	Payment Total	26,036.21	0.00	26,036.21
Payment Number	1184752	Payment Date	01/05/24	Vendor	12592	ANTAAL & RANDHAWA PC	Status	Issued
	12592 79179			IX	120 11/22/23	400.00	0.00	400.00
	12592 79180			IX	120 11/22/23	400.00	0.00	400.00
	12592 79318			IX	120 12/03/23	250.00	0.00	250.00
	12592 79391			IX	120 12/09/23	300.00	0.00	300.00
				***	Payment Total	1,350.00	0.00	1,350.00
Payment Number	1184753	Payment Date	01/05/24	Vendor	11332	GLEN ELLYN ANIMAL HOSPITAL LTD	Status	Issued
	11332 752690			IX	120 11/25/23	400.00	0.00	400.00
	11332 754166			IX	120 12/06/23	400.00	0.00	400.00
	11332 755635			IX	120 12/30/23	400.00	0.00	400.00
				***	Payment Total	1,200.00	0.00	1,200.00
Payment Number	1184754	Payment Date	01/05/24	Vendor	41911	GONZALEZ, HECTOR A	Status	Issued
	41911 RES-ADD-22-002724			IX	170 01/02/24	400.00	0.00	400.00
				***	Payment Total	400.00	0.00	400.00
Payment Number	1184755	Payment Date	01/05/24	Vendor	27954	GROOT, INC	Status	Issued
	27954 11650087T107			IX	120 12/31/23	86.09	0.00	86.09
				***	Payment Total	86.09	0.00	86.09
Payment Number	1184756	Payment Date	01/05/24	Vendor	42665	HEICHEL, STEPHEN	Status	Issued
	42665 RES-ACC-23-002466			IX	170 01/02/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1184757	Payment Date	01/05/24	Vendor	16110	HIGH STANDARD SERVICES	Status	Issued
	16110 RES-ACC-23-003049			IX	170 02/01/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1184758	Payment Date	01/05/24	Vendor	11778	HILL'S PET NUTRITION SALES INC	Status	Issued
	11778 247226683			IX	120 12/21/23	96.51	0.00	96.51

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 4
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184758	Payment Date	01/05/24	Vendor	11778	HILL'S PET NUTRITION SALES INC	Status Issued	
11778	247226685			IX	120 12/21/23	16.40	0.00	16.40
11778	247279653			IX	120 12/28/23	46.93	0.00	46.93
				***	Payment Total	159.84	0.00	159.84
Payment Number	1184759	Payment Date	01/05/24	Vendor	12100	HOV SERVICES INC	Status Issued	
12100	0000413131			IX	150 12/30/23	846.86	0.00	846.86
				***	Payment Total	846.86	0.00	846.86
Payment Number	1184760	Payment Date	01/05/24	Vendor	12363	ILLINOIS ANIMAL CONTROL	Status Issued	
12363	IACA2024			IX	120 12/31/23	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1184761	Payment Date	01/05/24	Vendor	10809	INSIGHT PUBLIC SECTOR INC	Status Issued	
10809	1101114213			IX	150 12/21/23	193.91	0.00	193.91
				***	Payment Total	193.91	0.00	193.91
Payment Number	1184762	Payment Date	01/05/24	Vendor	29534	JACKSON, ELIZABETH	Status Issued	
29534	RES-ACC-23-002971			IX	170 02/01/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1184763	Payment Date	01/05/24	Vendor	15109	JARVIS EXTERIORS INC	Status Issued	
15109	RES-RRR-23-003301			IX	170 02/01/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1184764	Payment Date	01/05/24	Vendor	16710	JG SWIMMING POOLS INC	Status Issued	
16710	RES-ACC-23-002272			IX	170 02/01/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1184765	Payment Date	01/05/24	Vendor	23632	JOSEPH JAMES ENTERPRISES INC	Status Issued	
23632	RES-RRR-23-003252			IX	170 02/01/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1184766	Payment Date	01/05/24	Vendor	15737	KAPITAL ELECTRIC COMPANY, INC	Status Issued	
15737	RES-ALT-23-002928			IX	170 02/01/24	100.00	0.00	100.00
15737	RES-SOLAR-23-002788			IX	170 02/01/24	100.00	0.00	100.00
				***	Payment Total	200.00	0.00	200.00
Payment Number	1184767	Payment Date	01/05/24	Vendor	12095	KONEWKO & ASSOCIATES LTD	Status Issued	
12095	2024-01			IX	170 01/14/24	500.00	0.00	500.00
				***	Payment Total	500.00	0.00	500.00
Payment Number	1184768	Payment Date	01/05/24	Vendor	26200	KONICA MINOLTA	Status Issued	
26200	43668709			IX	150 12/27/23	832.93	0.00	832.93
				***	Payment Total	832.93	0.00	832.93
Payment Number	1184769	Payment Date	01/05/24	Vendor	41608	KRAPEZ, THOMAS	Status Issued	
41608	RES-RRR-23-003070			IX	170 01/02/24	100.00	0.00	100.00

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 5
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184769	Payment Date 01/05/24	Vendor 41608			KRAPEZ, THOMAS	Status Issued	
			*** Payment Total			100.00	0.00	100.00
Payment Number	1184770	Payment Date 01/05/24	Vendor 10375			LOMBARD VETERINARY HOSPITAL	Status Issued	
10375 951620			IX 120 11/02/23			400.00	0.00	400.00
10375 955589			IX 120 11/15/23			300.00	0.00	300.00
10375 956832			IX 120 11/23/23			250.00	0.00	250.00
10375 957989			IX 120 12/01/23			250.00	0.00	250.00
			*** Payment Total			1,200.00	0.00	1,200.00
Payment Number	1184771	Payment Date 01/05/24	Vendor 11629			MATMASTERS	Status Issued	
11629 415196			IX 120 11/04/23			13.24	0.00	13.24
11629 415716			IX 120 11/18/23			12.98	0.00	12.98
11629 416236			IX 120 12/02/23			13.24	0.00	13.24
11629 416751			IX 120 12/16/23			12.98	0.00	12.98
			*** Payment Total			52.44	0.00	52.44
Payment Number	1184772	Payment Date 01/05/24	Vendor 23008			MORAN, DENNIS	Status Issued	
23008 MIL20231207			IX 170 12/22/23			12.58	0.00	12.58
			*** Payment Total			12.58	0.00	12.58
Payment Number	1184773	Payment Date 01/05/24	Vendor 24815			NATIONAL ANIMAL CARE & CONTROL	Status Issued	
24815 12447			IX 120 12/02/23			150.00	0.00	150.00
			*** Payment Total			150.00	0.00	150.00
Payment Number	1184774	Payment Date 01/05/24	Vendor 10057			NICOR GAS	Status Issued	
10057 41473210007 121323			IX 120 01/12/24			1,207.40	0.00	1,207.40
			*** Payment Total			1,207.40	0.00	1,207.40
Payment Number	1184775	Payment Date 01/05/24	Vendor 28620			NOAHS ANIMAL HOSPITAL OF	Status Issued	
28620 29910			IX 120 09/09/23			500.00	0.00	500.00
28620 30454			IX 120 10/29/23			500.00	0.00	500.00
			*** Payment Total			1,000.00	0.00	1,000.00
Payment Number	1184776	Payment Date 01/05/24	Vendor 36255			O'HAGAN MEYER LLC	Status Issued	
36255 516903			IX 102 08/26/23			5,850.80	0.00	5,850.80
36255 516904			IX 102 08/26/23			9,403.00	0.00	9,403.00
36255 531838			IX 102 01/19/24			19,725.75	0.00	19,725.75
			*** Payment Total			34,979.55	0.00	34,979.55
Payment Number	1184777	Payment Date 01/05/24	Vendor 29775			PETHEALTH SERVICES (USA) INC	Status Issued	
29775 SIUN14746517			IX 120 10/30/23			262.50	0.00	262.50
29775 SIUN14746530			IX 120 10/30/23			525.00	0.00	525.00
			*** Payment Total			787.50	0.00	787.50
Payment Number	1184778	Payment Date 01/05/24	Vendor 41039			RAHMAN, ZAIN	Status Issued	
41039 MIL20231102			IX 170 12/18/23			49.26	0.00	49.26
			*** Payment Total			49.26	0.00	49.26

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 6
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184779	Payment Date 01/05/24	Vendor 29452	SCHULTZ, CARL	Status Issued				
29452 MIL20231102		IX 170 12/20/23	24.63	0.00	24.63			
		*** Payment Total	24.63	0.00	24.63			
Payment Number 1184780	Payment Date 01/05/24	Vendor 10540	SECRETARY OF STATE	Status Issued				
10540 MASON 122023		IX 170 12/26/23	15.00	0.00	15.00			
		*** Payment Total	15.00	0.00	15.00			
Payment Number 1184781	Payment Date 01/05/24	Vendor 20021	SPAY ILLINOIS PET WELL CLINICS	Status Issued				
20021 2023-186		IX 120 12/08/23	250.00	0.00	250.00			
		*** Payment Total	250.00	0.00	250.00			
Payment Number 1184782	Payment Date 01/05/24	Vendor 37487	SUNSHINE PET HOSPITAL P.C.	Status Issued				
37487 18015		IX 120 11/26/23	300.00	0.00	300.00			
37487 18974		IX 120 12/31/23	400.00	0.00	400.00			
		*** Payment Total	700.00	0.00	700.00			
Payment Number 1184783	Payment Date 01/05/24	Vendor 11173	VERITEXT	Status Issued				
11173 7044982		IX 170 01/13/24	962.00	0.00	962.00			
		*** Payment Total	962.00	0.00	962.00			
Payment Number 1184784	Payment Date 01/05/24	Vendor 10463	VILLAGE OF HINSDALE	Status Issued				
10463 1-FIFTH GRANT		IX 105 12/15/23	180,035.24	0.00	180,035.24			
		*** Payment Total	180,035.24	0.00	180,035.24			
Payment Number 1184785	Payment Date 01/05/24	Vendor 10068	WAREHOUSE DIRECT, INC.	Status Issued				
10068 5620624-0		IX 120 12/29/23	196.95	0.00	196.95			
		*** Payment Total	196.95	0.00	196.95			
		*** Payment Code CHK Total	524,271.44	0.00	524,271.44			
		Payment Count	47					
		*** Cash Code 1414 Total	551,474.17	0.00	551,474.17			
		Payment Count	51					
		*** Pay Group 1100 USD Total	551,474.17	0.00	551,474.17			
		Payment Count	51					

Bank Account Payment History

AP255 Date: 01/05/24
Time: 13:25

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: 010524 - 010524

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530555	Payment Date	01/05/24	Vendor	36259	POINTCLICKCARE TECHNOLOGIES	Status	Issued
36259	INV-4477515	IX	100	01/31/24		126.97	0.00	126.97
36259	INV-4477530	IX	100	01/31/24		20,158.50	0.00	20,158.50
36259	INV-4536620	IX	100	01/30/24		1,680.00	0.00	1,680.00
		***	Payment Total			21,965.47	0.00	21,965.47
		***	Payment Code ACH Total			21,965.47	0.00	21,965.47
			Payment Count			1		

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 2
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184786	Payment Date 01/05/24	Vendor 10674	AIRGAS USA	Status Issued				
10674 9145217372		IX 100 01/19/24	1,022.25	0.00			1,022.25	
		*** Payment Total	1,022.25	0.00			1,022.25	
Payment Number 1184787	Payment Date 01/05/24	Vendor 26602	CARDINAL HEALTH 110, LLC	Status Issued				
26602 7345007912		IX 100 01/17/24	14.78	0.00			14.78	
26602 7345007913		IX 100 01/17/24	42.66	0.00			42.66	
26602 7345008850		IX 100 01/17/24	35.10	0.00			35.10	
26602 7345008851		IX 100 01/17/24	55.26	0.00			55.26	
26602 7345008852		IX 100 01/17/24	491.20	0.00			491.20	
26602 7345008853		IX 100 01/17/24	384.93	0.00			384.93	
26602 7345008854		IX 100 01/17/24	334.15	0.00			334.15	
26602 7345008855		IX 100 01/17/24	26.08	0.00			26.08	
26602 7345282811		IX 100 01/18/24	23.40	0.00			23.40	
26602 7345282812		IX 100 01/18/24	35.10	0.00			35.10	
26602 7345282814		IX 100 01/18/24	22.06	0.00			22.06	
26602 7345283734		IX 100 01/18/24	484.64	0.00			484.64	
26602 7345283735		IX 100 01/18/24	44.73	0.00			44.73	
26602 7345283737		IX 100 01/18/24	6.56	0.00			6.56	
26602 7345283916		IX 100 01/18/24	4,676.28	0.00			4,676.28	
26602 7345548674		IX 100 01/19/24	14.13	0.00			14.13	
26602 7345548675		IX 100 01/19/24	15.39	0.00			15.39	
26602 7345548676		IX 100 01/19/24	9.02	0.00			9.02	
26602 7345549634		IX 100 01/19/24	201.32	0.00			201.32	
26602 7345549636		IX 100 01/19/24	29.25	0.00			29.25	
26602 7345549642		IX 100 01/19/24	2.38	0.00			2.38	
26602 7345549643		IX 100 01/19/24	2,522.89	0.00			2,522.89	
26602 7345549644		IX 100 01/19/24	158.88	0.00			158.88	
26602 7345845592		IX 100 01/20/24	1,768.11	0.00			1,768.11	
26602 7345845594		IX 100 01/20/24	88.80	0.00			88.80	
26602 7345845596		IX 100 01/20/24	31.12	0.00			31.12	
26602 7345845597		IX 100 01/20/24	218.69	0.00			218.69	
26602 7345846452		IX 100 01/20/24	18.77	0.00			18.77	
26602 7345846454		IX 100 01/20/24	77.13	0.00			77.13	
26602 7345846456		IX 100 01/20/24	102.97	0.00			102.97	
26602 7346035415		IX 100 01/20/24	549.06	0.00			549.06	
26602 7346035480		IX 100 01/20/24	129.64	0.00			129.64	
26602 7346035481		IX 100 01/20/24	259.28	0.00			259.28	
26602 7346035483		IX 100 01/20/24	129.64	0.00			129.64	
26602 7346035485		IX 100 01/20/24	250.36	0.00			250.36	
26602 7346035488		IX 100 01/20/24	129.64	0.00			129.64	
		*** Payment Total	13,383.40	0.00			13,383.40	
Payment Number 1184788	Payment Date 01/05/24	Vendor 10074	CITY OF WHEATON	Status Issued				
10074 0034110100 121523		IX 100 01/14/24	4,890.06	0.00			4,890.06	
		*** Payment Total	4,890.06	0.00			4,890.06	
Payment Number 1184789	Payment Date 01/05/24	Vendor 10586	DIRECT SUPPLY INC	Status Issued				
10586 32576453		IX 100 01/17/24	51.00	0.00			51.00	

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184789	Payment Date	01/05/24	Vendor	10586	DIRECT SUPPLY INC	Status	Issued
				***	Payment Total	51.00	0.00	51.00
Payment Number	1184790	Payment Date	01/05/24	Vendor	30801	MCKESSON MEDICAL - SURGICAL	Status	Issued
30801	20648717			IX	100 06/14/23	2,077.80	0.00	2,077.80
30801	20653787			IX	100 06/15/23	180.96	0.00	180.96
30801	20825861			IX	100 08/04/23	816.87	0.00	816.87
30801	21334351			IX	100 12/09/23	1,331.06	0.00	1,331.06
30801	21344920			IX	100 12/13/23	1,391.99	0.00	1,391.99
				***	Payment Total	5,798.68	0.00	5,798.68
Payment Number	1184791	Payment Date	01/05/24	Vendor	19217	NORTHWESTERN MEDICINE REGIONAL	Status	Issued
19217	120123			IX	100 12/31/23	3,000.00	0.00	3,000.00
				***	Payment Total	3,000.00	0.00	3,000.00
Payment Number	1184792	Payment Date	01/05/24	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status	Issued
39549	334169327001			IX	100 11/22/23	66.28	0.00	66.28
39549	343044791001			IX	100 12/17/23	46.60	0.00	46.60
				***	Payment Total	112.88	0.00	112.88
Payment Number	1184793	Payment Date	01/05/24	Vendor	36554	PINACATE, MA KARRISSA K	Status	Issued
36554	EXP20231208			IX	100 12/22/23	50.00	0.00	50.00
				***	Payment Total	50.00	0.00	50.00
Payment Number	1184794	Payment Date	01/05/24	Vendor	23123	ROCK FUSCO & CONNELLY LLC	Status	Issued
23123	60315 DLM			IX	100 01/12/24	4,532.50	0.00	4,532.50
				***	Payment Total	4,532.50	0.00	4,532.50
Payment Number	1184795	Payment Date	01/05/24	Vendor	10555	SYSO FOOD SERVICES-CHICAGO	Status	Issued
10555	624809959			IX	100 11/15/23	30.47	0.00	30.47
10555	624809960			IX	100 11/15/23	3,378.24	0.00	3,378.24
10555	624964142			IX	100 01/13/24	1,640.04	0.00	1,640.04
10555	624979704			IX	100 01/19/24	142.28	0.00	142.28
10555	624981466			IX	100 01/20/24	2,644.17	0.00	2,644.17
10555	624981467			IX	100 01/20/24	3,169.58	0.00	3,169.58
10555	624981469			IX	100 01/20/24	4,291.14	0.00	4,291.14
10555	624981471			IX	100 01/20/24	1,197.34	0.00	1,197.34
10555	624991124			IX	100 01/25/24	3,891.20	0.00	3,891.20
10555	624991792			IX	100 01/26/24	964.29	0.00	964.29
				***	Payment Total	21,348.75	0.00	21,348.75
Payment Number	1184796	Payment Date	01/05/24	Vendor	10037	WHEATON SANITARY DISTRICT	Status	Issued
10037	036673-000 122223			IX	100 01/21/24	3,603.56	0.00	3,603.56
				***	Payment Total	3,603.56	0.00	3,603.56
*** Payment Code CHK Total						57,793.08	0.00	57,793.08
Payment Count						11		

Bank Account Payment History

AP255	Date	01/05/24	Pay Group	1200 HEALTH AND WELFARE PAY GROUP	USD			Page	4
	Time	13:25	Bank Account Payment History						
			Payment Date Range	01/05/24 thru 01/05/24					
Cash Code	1414	Bank	071923909	*** Cash Code	1414 Total	Payment Currency	USD		
					Payment Count	79,758.55		0.00	79,758.55
						12			
				*** Pay Group	1200 USD Total				
					Payment Count	79,758.55		0.00	79,758.55
						12			

Bank Account Payment History

AP255 Date: 01/05/24
Time: 13:25

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: 010524 - 010524

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1300 PUBLIC SAFETY PAY GROUP USD Page 1
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184797	Payment Date	01/05/24	Vendor	10366	HINCKLEY SPRINGS	Status	Issued
10366	21586123	121523	IX 120	01/15/24		96.40	0.00	96.40
			***	Payment Total		96.40	0.00	96.40
			***	Payment Code CHK Total		96.40	0.00	96.40
				Payment Count		1		
			***	Cash Code 1414 Total		96.40	0.00	96.40
				Payment Count		1		
			***	Pay Group 1300 USD Total		96.40	0.00	96.40
				Payment Count		1		

Bank Account Payment History

AP255 Date: 01/05/24
Time: 13:25

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: 010524 - 010524

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1400 JUDICIAL PAY GROUP USD Page 1
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530556	Payment Date	01/05/24	Vendor	10932	CONSCISYS CORPORATION	Status	Issued
10932 2421				IX 103	02/02/24	91,667.00	0.00	91,667.00
				***	Payment Total	91,667.00	0.00	91,667.00
Payment Number	530557	Payment Date	01/05/24	Vendor	14161	GRAHAM, KELLY	Status	Issued
14161 121023-121623.PB				IX 130	01/19/24	517.50	0.00	517.50
				***	Payment Total	517.50	0.00	517.50
				***	Payment Code ACH Total	92,184.50	0.00	92,184.50
					Payment Count	2		

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1400 JUDICIAL PAY GROUP USD Page 2
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184798	Payment Date 01/05/24	Vendor 12787	INTEGRITY PRODUCTS INC	Status Issued				
12787 0046612-IN		IX 130 01/20/24	786.96	0.00	786.96			
		*** Payment Total	786.96	0.00	786.96			
Payment Number 1184799	Payment Date 01/05/24	Vendor 18600	MCNAMARA, KATHLEEN	Status Issued				
18600 MIL.EXP.120423.KM		IX 130 01/21/24	16.32	0.00	16.32			
		*** Payment Total	16.32	0.00	16.32			
Payment Number 1184800	Payment Date 01/05/24	Vendor 12437	MICROGENICS CORPORATION	Status Issued				
12437 1034223		IX 130 01/19/24	7,472.00	0.00	7,472.00			
		*** Payment Total	7,472.00	0.00	7,472.00			
Payment Number 1184801	Payment Date 01/05/24	Vendor 11297	PRITZEN, MARCY	Status Issued				
11297 AGR436.GRP.0815-1128RB		IX 130 01/19/24	768.00	0.00	768.00			
11297 AGR436.GRP.1205-1219RB		IX 130 01/19/24	144.00	0.00	144.00			
11297 AGR478.IND.121923.RB		IX 130 01/19/24	60.00	0.00	60.00			
		*** Payment Total	972.00	0.00	972.00			
Payment Number 1184802	Payment Date 01/05/24	Vendor 11409	PROFESSIONAL MEDICAL INC	Status Issued				
11409 2366857		IX 130 01/20/24	401.49	0.00	401.49			
		*** Payment Total	401.49	0.00	401.49			
Payment Number 1184803	Payment Date 01/05/24	Vendor 27781	PROPIO LS LLC	Status Issued				
27781 0305681123		IX 130 12/20/23	203.05	0.00	203.05			
		*** Payment Total	203.05	0.00	203.05			
Payment Number 1184804	Payment Date 01/05/24	Vendor 11068	SOLUTION SPECIALTIES INC	Status Issued				
11068 20424-42982-10092		IX 130 12/20/23	940.00	0.00	940.00			
		*** Payment Total	940.00	0.00	940.00			
Payment Number 1184805	Payment Date 01/05/24	Vendor 41945	VALDEZ, KARINA	Status Issued				
41945 MIL.EXP.HV.NOV23.KV		IX 130 12/28/23	85.35	0.00	85.35			
		*** Payment Total	85.35	0.00	85.35			
		*** Payment Code CHK Total	10,877.17	0.00	10,877.17			
		Payment Count	8					
		*** Cash Code 1414 Total	103,061.67	0.00	103,061.67			
		Payment Count	10					
		*** Pay Group 1400 USD Total	103,061.67	0.00	103,061.67			
		Payment Count	10					

Bank Account Payment History

AP255 Date: 01/05/24
Time: 13:25

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: 010524 - 010524

Payment Numbers:

-

Payment Code:

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 530558	Payment Date 01/05/24	Vendor 26753	AMAZON CAPITAL SERVICES	Status Issued				
26753 1F9D-TT4J-RXC		IX 100 01/01/24	861.27	0.00	861.27			
		*** Payment Total	861.27	0.00	861.27			
Payment Number 530559	Payment Date 01/05/24	Vendor 12605	BAXTER & WOODMAN INC	Status Issued				
12605 5618-02 WO10		IX 100 01/14/24	4,547.40	0.00	4,547.40			
12605 5618-08 WO4		IX 100 01/14/24	1,230.07	0.00	1,230.07			
		*** Payment Total	5,777.47	0.00	5,777.47			
Payment Number 530560	Payment Date 01/05/24	Vendor 20188	CHASTAIN & ASSOCIATES LLC	Status Issued				
20188 6397-04		IX 101 10/25/23	70,203.90	0.00	70,203.90			
		*** Payment Total	70,203.90	0.00	70,203.90			
Payment Number 530561	Payment Date 01/05/24	Vendor 11067	FOX VALLEY FIRE & SAFETY	Status Issued				
11067 IN00643639		IX 100 12/17/23	256.51	0.00	256.51			
		*** Payment Total	256.51	0.00	256.51			
Payment Number 530562	Payment Date 01/05/24	Vendor 11655	GEWALT HAMILTON ASSOCIATES INC	Status Issued				
11655 5809-01 WO3		IX 100 01/13/24	10,529.87	0.00	10,529.87			
11655 5809-01 WO8		IX 100 01/13/24	3,080.00	0.00	3,080.00			
11655 5809-02 WO4		IX 100 01/13/24	597.80	0.00	597.80			
		*** Payment Total	14,207.67	0.00	14,207.67			
Payment Number 530563	Payment Date 01/05/24	Vendor 11549	GRAEF	Status Issued				
11549 6059-03 WO5		IX 100 01/07/24	10,653.21	0.00	10,653.21			
		*** Payment Total	10,653.21	0.00	10,653.21			
Payment Number 530564	Payment Date 01/05/24	Vendor 12406	H W LOCHNER INC	Status Issued				
12406 5776-12 WO2		IX 101 01/05/24	6,239.69	0.00	6,239.69			
		*** Payment Total	6,239.69	0.00	6,239.69			
Payment Number 530565	Payment Date 01/05/24	Vendor 12021	HAMPTON, LENZINI & RENWICK INC	Status Issued				
12021 5548-21		IX 101 01/10/24	21,045.81	0.00	21,045.81			
		*** Payment Total	21,045.81	0.00	21,045.81			
Payment Number 530566	Payment Date 01/05/24	Vendor 11721	MACKIE CONSULTANTS LLC	Status Issued				
11721 6614-01 WO1 FINAL		IX 100 01/14/24	2,473.00	0.00	2,473.00			
		*** Payment Total	2,473.00	0.00	2,473.00			
Payment Number 530567	Payment Date 01/05/24	Vendor 33036	PRECISE MRM LLC	Status Issued				
33036 CM200-0003416		IX 100 01/06/24	525.00-	0.00	525.00-			
33036 IN200-1046100		IX 100 01/05/24	525.00	0.00	525.00			
33036 IN200-1046358		IX 100 01/25/24	2,332.00	0.00	2,332.00			
		*** Payment Total	2,332.00	0.00	2,332.00			
Payment Number 530568	Payment Date 01/05/24	Vendor 21570	SANTACRUZ ASSOCIATES LTD	Status Issued				
21570 3863		IX 100 12/31/23	3,200.00	0.00	3,200.00			
		*** Payment Total	3,200.00	0.00	3,200.00			

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 2
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530569	Payment Date	01/05/24	Vendor	12743	THOMAS ENGINEERING GROUP, LLC	Status	Issued
12743 23-361 FINAL				IX 100	11/12/23	14,976.84	0.00	14,976.84
				***	Payment Total	14,976.84	0.00	14,976.84
				***	Payment Code ACH Total	152,227.37	0.00	152,227.37
					Payment Count	12		

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 3
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184806	Payment Date	01/05/24	Vendor	40962	A M AUTO GLASS AND TINTED	Status	Issued
40962 26973				IX 100	01/21/24	425.00	0.00	425.00
40962 27070				IX 100	01/25/24	460.00	0.00	460.00
				***	Payment Total	885.00	0.00	885.00
Payment Number	1184807	Payment Date	01/05/24	Vendor	11482	ADVANTAGE TRAILERS & HITCHES	Status	Issued
11482 95890				IX 100	12/29/23	159.12	0.00	159.12
				***	Payment Total	159.12	0.00	159.12
Payment Number	1184808	Payment Date	01/05/24	Vendor	41943	AIR FILTER SOLUTIONS, LLC	Status	Issued
41943 2204-1				IX 100	12/29/23	282.36	0.00	282.36
				***	Payment Total	282.36	0.00	282.36
Payment Number	1184809	Payment Date	01/05/24	Vendor	10674	AIRGAS USA	Status	Issued
10674 9144423236				IX 100	12/28/23	669.70	0.00	669.70
				***	Payment Total	669.70	0.00	669.70
Payment Number	1184810	Payment Date	01/05/24	Vendor	41480	AL WARREN OIL CO INC	Status	Issued
41480 W1614583				IX 100	01/10/24	20,720.33	0.00	20,720.33
41480 W1617891				IX 100	01/21/24	18,062.49	0.00	18,062.49
41480 W1618170				IX 100	01/25/24	20,316.43	0.00	20,316.43
				***	Payment Total	59,099.25	0.00	59,099.25
Payment Number	1184811	Payment Date	01/05/24	Vendor	12573	ALEXANDER EQUIPMENT	Status	Issued
12573 203761				IX 100	01/17/24	125.00	0.00	125.00
				***	Payment Total	125.00	0.00	125.00
Payment Number	1184812	Payment Date	01/05/24	Vendor	12303	ALLDATA	Status	Issued
12303 561697 2024				IX 100	02/02/24	1,500.00	0.00	1,500.00
				***	Payment Total	1,500.00	0.00	1,500.00
Payment Number	1184813	Payment Date	01/05/24	Vendor	43190	ANTIPOREK, ANTHONY	Status	Issued
43190 DOT2022-0533				IX 100	12/29/23	1,500.00	0.00	1,500.00
				***	Payment Total	1,500.00	0.00	1,500.00
Payment Number	1184814	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008 630241197412 2023				IX 100	01/03/24	54.40	0.00	54.40
				***	Payment Total	54.40	0.00	54.40
Payment Number	1184815	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008 630322896412 2023				IX 100	01/03/24	54.40	0.00	54.40
				***	Payment Total	54.40	0.00	54.40
Payment Number	1184816	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008 630323005312 2023				IX 100	01/12/24	45.14	0.00	45.14
				***	Payment Total	45.14	0.00	45.14
Payment Number	1184817	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008 630323125712 2023				IX 100	01/12/24	46.64	0.00	46.64

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 4
Time 13:25 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184817	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
				***	Payment Total	46.64	0.00	46.64
Payment Number	1184818	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630372418612	2023		IX 100	01/15/24	46.64	0.00	46.64
				***	Payment Total	46.64	0.00	46.64
Payment Number	1184819	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630462996512	2023		IX 100	01/15/24	54.40	0.00	54.40
				***	Payment Total	54.40	0.00	54.40
Payment Number	1184820	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630737063512	2023		IX 100	01/12/24	54.45	0.00	54.45
				***	Payment Total	54.45	0.00	54.45
Payment Number	1184821	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630739105112	2023		IX 100	01/15/24	46.64	0.00	46.64
				***	Payment Total	46.64	0.00	46.64
Payment Number	1184822	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630752072012	2023		IX 100	01/18/24	54.40	0.00	54.40
				***	Payment Total	54.40	0.00	54.40
Payment Number	1184823	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630893915212	2023		IX 100	01/18/24	45.14	0.00	45.14
				***	Payment Total	45.14	0.00	45.14
Payment Number	1184824	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630893930712	2023		IX 100	01/18/24	43.22	0.00	43.22
				***	Payment Total	43.22	0.00	43.22
Payment Number	1184825	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630964508712	2023		IX 100	01/06/24	46.64	0.00	46.64
				***	Payment Total	46.64	0.00	46.64
Payment Number	1184826	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630964761912	2023		IX 100	01/06/24	46.64	0.00	46.64
				***	Payment Total	46.64	0.00	46.64
Payment Number	1184827	Payment Date	01/05/24	Vendor	10008	AT&T	Status	Issued
10008	630986139712	2023		IX 100	01/18/24	46.64	0.00	46.64
				***	Payment Total	46.64	0.00	46.64
Payment Number	1184828	Payment Date	01/05/24	Vendor	10009	AT&T MOBILITY	Status	Issued
10009	287260846355X12152023			IX 100	01/06/24	129.69	0.00	129.69
				***	Payment Total	129.69	0.00	129.69
Payment Number	1184829	Payment Date	01/05/24	Vendor	27385	AZTECA SYSTEMS HOLDINGS LLC	Status	Issued
27385	INV7542			IX 100	10/29/23	23,833.33	0.00	23,833.33

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184829	Payment Date 01/05/24	Vendor 27385	AZTECA SYSTEMS HOLDINGS LLC	Status Issued				
27385 INV7542A		IX 100 10/29/23			49,166.67	0.00	49,166.67	
		*** Payment Total			73,000.00	0.00	73,000.00	
Payment Number 1184830	Payment Date 01/05/24	Vendor 43189	BERMAN, JON	Status Issued				
43189 DOT2023-0491		IX 100 12/29/23			2,500.00	0.00	2,500.00	
		*** Payment Total			2,500.00	0.00	2,500.00	
Payment Number 1184831	Payment Date 01/05/24	Vendor 11624	BUILDERS CHICAGO CORPORATION	Status Issued				
11624 89478		IX 100 12/07/23			1,089.00	0.00	1,089.00	
		*** Payment Total			1,089.00	0.00	1,089.00	
Payment Number 1184832	Payment Date 01/05/24	Vendor 28914	CHARIPAR, STEPHEN	Status Issued				
28914 EXP20241206		IX 100 12/25/23			200.00	0.00	200.00	
		*** Payment Total			200.00	0.00	200.00	
Payment Number 1184833	Payment Date 01/05/24	Vendor 32620	CHEM-WISE ECOLOGICAL PEST	Status Issued				
32620 1211000		IX 100 12/28/23			55.00	0.00	55.00	
		*** Payment Total			55.00	0.00	55.00	
Payment Number 1184834	Payment Date 01/05/24	Vendor 11863	CINTAS CORPORATION	Status Issued				
11863 5185418215		IX 100 12/22/23			88.98	0.00	88.98	
11863 5185418281		IX 100 12/22/23			322.50	0.00	322.50	
		*** Payment Total			411.48	0.00	411.48	
Payment Number 1184835	Payment Date 01/05/24	Vendor 10959	CITY OF NAPERVILLE	Status Issued				
10959 232329-139916 120423		IX 100 12/25/23			88.83	0.00	88.83	
10959 232329-139918 120423		IX 100 12/25/23			76.21	0.00	76.21	
10959 232329-154708 111623		IX 100 12/25/23			102.49	0.00	102.49	
10959 232329-154710 112723		IX 100 12/25/23			139.88	0.00	139.88	
10959 232329-154712 111723		IX 100 12/25/23			105.71	0.00	105.71	
		*** Payment Total			513.12	0.00	513.12	
Payment Number 1184836	Payment Date 01/05/24	Vendor 10959	CITY OF NAPERVILLE	Status Issued				
10959 232329-154708 121523		IX 100 01/03/24			139.31	0.00	139.31	
10959 232329-154712 121823		IX 100 01/03/24			141.63	0.00	141.63	
		*** Payment Total			280.94	0.00	280.94	
Payment Number 1184837	Payment Date 01/05/24	Vendor 10074	CITY OF WHEATON	Status Issued				
10074 0034080000 111523		IX 100 12/15/23			286.36	0.00	286.36	
10074 0034080000 121523		IX 100 01/14/24			321.16	0.00	321.16	
10074 0034080200 111523		IX 100 12/15/23			166.05	0.00	166.05	
10074 0034080200 121523		IX 100 01/14/24			125.45	0.00	125.45	
10074 0034090000 111523		IX 100 12/15/23			285.70	0.00	285.70	
10074 0034090000 121523		IX 100 01/14/24			355.30	0.00	355.30	
		*** Payment Total			1,540.02	0.00	1,540.02	
Payment Number 1184838	Payment Date 01/05/24	Vendor 10314	COLLEGE OF DUPAGE	Status Issued				
10314 15660		IX 100 12/31/23			1,125.00	0.00	1,125.00	

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184838	Payment Date	01/05/24	Vendor	10314	COLLEGE OF DUPAGE	Status	Issued
				***	Payment Total	1,125.00	0.00	1,125.00
Payment Number	1184839	Payment Date	01/05/24	Vendor	10023	COM ED	Status	Issued
	10023 7653105033 122123			IX	100 01/20/24	126.90	0.00	126.90
				***	Payment Total	126.90	0.00	126.90
Payment Number	1184840	Payment Date	01/05/24	Vendor	10023	COM ED	Status	Issued
	10023 1727135007 122023			IX	100 01/19/24	85.82	0.00	85.82
				***	Payment Total	85.82	0.00	85.82
Payment Number	1184841	Payment Date	01/05/24	Vendor	12382	COMCAST	Status	Issued
	12382 8771200470962404112323			IX	100 12/23/23	269.80	0.00	269.80
				***	Payment Total	269.80	0.00	269.80
Payment Number	1184842	Payment Date	01/05/24	Vendor	27603	CORE & MAIN LP	Status	Issued
	27603 T964575			IX	100 01/04/24	359.00	0.00	359.00
				***	Payment Total	359.00	0.00	359.00
Payment Number	1184843	Payment Date	01/05/24	Vendor	11486	DELUXE TOWING INC	Status	Issued
	11486 95720			IX	100 12/26/23	131.00	0.00	131.00
	11486 95988			IX	100 12/27/23	127.00	0.00	127.00
	11486 95998			IX	100 12/30/23	131.00	0.00	131.00
				***	Payment Total	389.00	0.00	389.00
Payment Number	1184844	Payment Date	01/05/24	Vendor	11107	DOOR SYSTEMS	Status	Issued
	11107 931283			IX	100 11/29/23	23.50	0.00	23.50
				***	Payment Total	23.50	0.00	23.50
Payment Number	1184845	Payment Date	01/05/24	Vendor	12770	DULTMEIER SALES DAVENPORT, INC	Status	Issued
	12770 4099704			IX	100 12/21/23	541.58	0.00	541.58
	12770 4101383			IX	100 12/30/23	195.21	0.00	195.21
	12770 4102340			IX	100 01/04/24	432.78	0.00	432.78
	12770 4103523			IX	100 01/10/24	240.00	0.00	240.00
	12770 4103524			IX	100 01/10/24	2,618.34	0.00	2,618.34
	12770 4104466			IX	100 01/13/24	461.29	0.00	461.29
				***	Payment Total	4,489.20	0.00	4,489.20
Payment Number	1184846	Payment Date	01/05/24	Vendor	12674	ENGINEERED AIR	Status	Issued
	12674 DS142828			IX	100 12/08/23	2,138.24	0.00	2,138.24
				***	Payment Total	2,138.24	0.00	2,138.24
Payment Number	1184847	Payment Date	01/05/24	Vendor	11196	FEDEX	Status	Issued
	11196 8-324-95534			IX	100 12/22/23	100.43	0.00	100.43
	11196 8-331-95032			IX	100 12/29/23	39.46	0.00	39.46
				***	Payment Total	139.89	0.00	139.89
Payment Number	1184848	Payment Date	01/05/24	Vendor	11279	FORCE AMERICA DISTRIBUTING LLC	Status	Issued
	11279 IN001-1776385			IX	100 12/08/23	360.33	0.00	360.33

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184848	Payment Date 01/05/24	Vendor 11279	FORCE AMERICA DISTRIBUTING LLC	Status Issued				
11279 IN001-1779054		IX 100 12/17/23	1,152.60	0.00		1,152.60		
		*** Payment Total	1,512.93	0.00		1,512.93		
Payment Number 1184849	Payment Date 01/05/24	Vendor 11854	GOVDEALS	Status Issued				
11854 8-112023		IX 100 12/30/23	2,926.95	0.00		2,926.95		
		*** Payment Total	2,926.95	0.00		2,926.95		
Payment Number 1184850	Payment Date 01/05/24	Vendor 10157	GRAINGER INC	Status Issued				
10157 9916918031		IX 100 12/28/23	180.96	0.00		180.96		
10157 9927299785		IX 100 01/06/24	53.80	0.00		53.80		
10157 9940348957		IX 100 01/18/24	115.20	0.00		115.20		
		*** Payment Total	349.96	0.00		349.96		
Payment Number 1184851	Payment Date 01/05/24	Vendor 26295	ILLINOIS LABOR LAW POSTER SERV	Status Issued				
26295 A13591355945		IX 100 12/26/23	109.50	0.00		109.50		
26295 A13593670998		IX 100 01/03/24	109.50	0.00		109.50		
		*** Payment Total	219.00	0.00		219.00		
Payment Number 1184852	Payment Date 01/05/24	Vendor 40407	JOHN THOMAS COMPANY	Status Issued				
40407 19452		IX 100 01/11/24	2,584.37	0.00		2,584.37		
		*** Payment Total	2,584.37	0.00		2,584.37		
Payment Number 1184853	Payment Date 01/05/24	Vendor 41967	KEIZER-MORRIS INTERNATIONAL	Status Issued				
41967 29064		IX 100 12/09/23	948.55	0.00		948.55		
41967 29095		IX 100 12/16/23	4,049.04	0.00		4,049.04		
41967 29151		IX 100 12/28/23	300.96	0.00		300.96		
		*** Payment Total	5,298.55	0.00		5,298.55		
Payment Number 1184854	Payment Date 01/05/24	Vendor 10139	MCMASTER-CARR	Status Issued				
10139 18021369		IX 100 12/22/23	77.07	0.00		77.07		
10139 18488659		IX 100 01/03/24	115.77	0.00		115.77		
10139 18961588		IX 100 01/11/24	83.09	0.00		83.09		
10139 18979667		IX 100 01/11/24	28.94	0.00		28.94		
10139 19259637		IX 100 01/17/24	84.87	0.00		84.87		
		*** Payment Total	389.74	0.00		389.74		
Payment Number 1184855	Payment Date 01/05/24	Vendor 10851	MENARDS - GLENDALE HEIGHTS	Status Issued				
10851 25636		IX 100 01/11/24	18.48	0.00		18.48		
		*** Payment Total	18.48	0.00		18.48		
Payment Number 1184856	Payment Date 01/05/24	Vendor 10851	MENARDS - WEST CHICAGO	Status Issued				
10851 86568		IX 100 12/22/23	107.35	0.00		107.35		
		*** Payment Total	107.35	0.00		107.35		
Payment Number 1184857	Payment Date 01/05/24	Vendor 42615	ML UTILITIES	Status Issued				
42615 107145		IX 100 12/16/23	64.58	0.00		64.58		
		*** Payment Total	64.58	0.00		64.58		

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184858	Payment Date 01/05/24	Vendor 11470	MOTION INDUSTRIES, INC	Status Issued				
11470 IL32-00867321		IX 100 12/21/23	2,046.78	0.00		2,046.78		
		*** Payment Total	2,046.78	0.00		2,046.78		
Payment Number 1184859	Payment Date 01/05/24	Vendor 12025	MSC INDUSTRIAL SUPPLY CO	Status Issued				
12025 25933178		IX 100 01/11/24	417.72	0.00		417.72		
		*** Payment Total	417.72	0.00		417.72		
Payment Number 1184860	Payment Date 01/05/24	Vendor 10055	MURPHY ACE HARDWARE	Status Issued				
10055 946772		IX 100 11/17/23	146.09	0.00		146.09		
		*** Payment Total	146.09	0.00		146.09		
Payment Number 1184861	Payment Date 01/05/24	Vendor 10803	NAPCO STEEL INC.	Status Issued				
10803 469904		IX 100 12/09/23	510.25	0.00		510.25		
10803 470207		IX 100 12/27/23	530.10	0.00		530.10		
		*** Payment Total	1,040.35	0.00		1,040.35		
Payment Number 1184862	Payment Date 01/05/24	Vendor 13649	NATIONAL ENGRAVERS INC	Status Issued				
13649 105732		IX 100 12/22/23	151.00	0.00		151.00		
		*** Payment Total	151.00	0.00		151.00		
Payment Number 1184863	Payment Date 01/05/24	Vendor 11338	NEW PIG CORPORATION	Status Issued				
11338 24153459-00		IX 100 12/13/23	994.77	0.00		994.77		
11338 24160994-00		IX 100 12/21/23	890.40	0.00		890.40		
		*** Payment Total	1,885.17	0.00		1,885.17		
Payment Number 1184864	Payment Date 01/05/24	Vendor 10274	NEXTIME INC	Status Issued				
10274 127825		IX 100 01/01/24	620.00	0.00		620.00		
		*** Payment Total	620.00	0.00		620.00		
Payment Number 1184865	Payment Date 01/05/24	Vendor 10057	NICOR GAS	Status Issued				
10057 72852341519 121223		IX 100 01/11/24	158.67	0.00		158.67		
		*** Payment Total	158.67	0.00		158.67		
Payment Number 1184866	Payment Date 01/05/24	Vendor 10057	NICOR GAS	Status Issued				
10057 04767568159 120423		IX 100 01/03/24	202.83	0.00		202.83		
10057 58190244663 120423		IX 100 01/03/24	877.82	0.00		877.82		
		*** Payment Total	1,080.65	0.00		1,080.65		
Payment Number 1184867	Payment Date 01/05/24	Vendor 23945	PAT MOONEY INC	Status Issued				
23945 3352115-IN		IX 100 01/18/24	1,026.00	0.00		1,026.00		
		*** Payment Total	1,026.00	0.00		1,026.00		
Payment Number 1184868	Payment Date 01/05/24	Vendor 12697	RANDALL-REILLY, LLC	Status Issued				
12697 561936-M-24		IX 100 01/18/24	4,664.00	0.00		4,664.00		
		*** Payment Total	4,664.00	0.00		4,664.00		
Payment Number 1184869	Payment Date 01/05/24	Vendor 11093	REGIONAL TRUCK EQUIPMENT CO	Status Issued				
11093 278605		IX 100 12/09/23	1,777.44	0.00		1,777.44		

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184869	Payment Date	01/05/24	Vendor	11093	REGIONAL TRUCK EQUIPMENT CO	Status Issued	
				***	Payment Total	1,777.44	0.00	1,777.44
Payment Number	1184870	Payment Date	01/05/24	Vendor	10034	ROYAL PIPE & SUPPLY CO	Status Issued	
10034	S1587471.001			IX	100 12/20/23	795.00	0.00	795.00
				***	Payment Total	795.00	0.00	795.00
Payment Number	1184871	Payment Date	01/05/24	Vendor	10034	ROYAL PIPE & SUPPLY CO.	Status Issued	
10034	S1586559.001			IX	100 11/26/23	80.32	0.00	80.32
				***	Payment Total	80.32	0.00	80.32
Payment Number	1184872	Payment Date	01/05/24	Vendor	10045	SNAP-ON INDUSTRIAL	Status Issued	
10045	ARV/59661594			IX	100 12/31/23	5,383.05	0.00	5,383.05
				***	Payment Total	5,383.05	0.00	5,383.05
Payment Number	1184873	Payment Date	01/05/24	Vendor	10849	STANDARD EQUIPMENT COMPANY	Status Issued	
10849	P44969			IX	100 09/16/23	362.73	0.00	362.73
10849	P45247			IX	100 09/29/23	70.40	0.00	70.40
10849	P46040			IX	100 11/10/23	344.00	0.00	344.00
10849	P47238			IX	100 01/11/24	653.50	0.00	653.50
10849	P47319			IX	100 01/17/24	759.13	0.00	759.13
				***	Payment Total	2,189.76	0.00	2,189.76
Payment Number	1184874	Payment Date	01/05/24	Vendor	11645	SUNRISE CHEVROLET	Status Issued	
11645	820962			IX	100 12/30/23	839.85	0.00	839.85
				***	Payment Total	839.85	0.00	839.85
Payment Number	1184875	Payment Date	01/05/24	Vendor	10374	TERMINAL SUPPLY CO	Status Issued	
10374	83983-00			IX	100 12/11/23	3,620.12	0.00	3,620.12
10374	84004-00			IX	100 12/11/23	152.55	0.00	152.55
10374	87200-00			IX	100 12/28/23	1,462.43	0.00	1,462.43
				***	Payment Total	5,235.10	0.00	5,235.10
Payment Number	1184876	Payment Date	01/05/24	Vendor	10067	TERRACE SUPPLY CO	Status Issued	
10067	0001053833			IX	100 12/30/23	252.00	0.00	252.00
				***	Payment Total	252.00	0.00	252.00
Payment Number	1184877	Payment Date	01/05/24	Vendor	11219	THE HOME DEPOT PRO	Status Issued	
11219	777234113			IX	100 12/28/23	433.94	0.00	433.94
11219	781186952			IX	100 01/20/24	773.72	0.00	773.72
				***	Payment Total	1,207.66	0.00	1,207.66
Payment Number	1184878	Payment Date	01/05/24	Vendor	11930	TRAFFTECH INC	Status Issued	
11930	2174			IX	100 01/06/24	1,485.00	0.00	1,485.00
				***	Payment Total	1,485.00	0.00	1,485.00
Payment Number	1184879	Payment Date	01/05/24	Vendor	11201	UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 103123 DOT			IX	100 11/30/23	46.65	0.00	46.65
11201	34855593 113023 DOT			IX	100 12/30/23	49.10	0.00	49.10

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184879	Payment Date	01/05/24	Vendor	11201	UNITED STATES POSTAL SERVICE	Status Issued	
				***	Payment Total	95.75	0.00	95.75
Payment Number	1184880	Payment Date	01/05/24	Vendor	10709	VILLAGE OF WINFIELD	Status Issued	
	10709 00007918			IX	100 01/27/24	35.20	0.00	35.20
	10709 00007919			IX	100 01/27/24	35.20	0.00	35.20
				***	Payment Total	70.40	0.00	70.40
Payment Number	1184881	Payment Date	01/05/24	Vendor	10551	WELDSTAR CO	Status Issued	
	10551 0002234633			IX	100 12/24/23	39.68	0.00	39.68
				***	Payment Total	39.68	0.00	39.68
Payment Number	1184882	Payment Date	01/05/24	Vendor	31842	WENDT, PAUL	Status Issued	
	31842 EXP20231117			IX	100 12/25/23	164.63	0.00	164.63
				***	Payment Total	164.63	0.00	164.63
Payment Number	1184883	Payment Date	01/05/24	Vendor	10037	WHEATON SANITARY DISTRICT	Status Issued	
	10037 036759-000 11/22/23			IX	100 12/22/23	98.70	0.00	98.70
	10037 036917-000 11/22/23			IX	100 12/22/23	107.72	0.00	107.72
	10037 036919-000 11/22/23			IX	100 12/22/23	234.02	0.00	234.02
	10037 036919-000 122223			IX	100 01/21/24	288.16	0.00	288.16
				***	Payment Total	728.60	0.00	728.60
				***	Payment Code CHK Total	200,824.00	0.00	200,824.00
					Payment Count	78		
				***	Cash Code 1414 Total	353,051.37	0.00	353,051.37
					Payment Count	90		
				***	Pay Group 1500 USD Total	353,051.37	0.00	353,051.37
					Payment Count	90		

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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: 010524 - 010524

Payment Numbers: -

Payment Code:

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530570	Payment Date	01/05/24	Vendor	10312	PATRICK ENGINEERING INC	Status	Issued
10312	22307.103-1			IX 100	01/07/24	11,789.59	0.00	11,789.59
				***	Payment Total	11,789.59	0.00	11,789.59
Payment Number	530571	Payment Date	01/05/24	Vendor	10802	V3 COMPANIES, LTD	Status	Issued
10802	1123537-03			IX 100	01/05/24	5,610.16	0.00	5,610.16
				***	Payment Total	5,610.16	0.00	5,610.16
				***	Payment Code ACH Total	17,399.75	0.00	17,399.75
					Payment Count	2		

Bank Account Payment History

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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 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184884	Payment Date	01/05/24	Vendor	21802	A. BLOCK MARKETING, INC	Status	Issued
21802	JA00006333		IX 100	12/09/23		30.00	0.00	30.00
21802	JA00006393		IX 100	12/20/23		30.00	0.00	30.00
21802	LO00086680		IX 100	12/09/23		30.00	0.00	30.00
21802	LO00086886		IX 100	12/27/23		30.00	0.00	30.00
			***	Payment Total		120.00	0.00	120.00
Payment Number	1184885	Payment Date	01/05/24	Vendor	37389	AEP ENERGY	Status	Issued
37389	3014485574 112923		IX 100	12/29/23		75.74	0.00	75.74
			***	Payment Total		75.74	0.00	75.74
Payment Number	1184886	Payment Date	01/05/24	Vendor	30491	ALTA CONSTRUCTION EQUIPMENT	Status	Issued
30491	SP4/78435		IX 100	12/21/23		90.48	0.00	90.48
			***	Payment Total		90.48	0.00	90.48
Payment Number	1184887	Payment Date	01/05/24	Vendor	10023	COM ED	Status	Issued
10023	0658018001 121823		IX 100	01/17/24		423.57	0.00	423.57
10023	6421668024 121523		IX 100	01/14/24		319.36	0.00	319.36
10023	8684557013 121223		IX 100	01/11/24		359.26	0.00	359.26
10023	8859334024 121523		IX 100	01/14/24		23.88	0.00	23.88
			***	Payment Total		1,126.07	0.00	1,126.07
Payment Number	1184888	Payment Date	01/05/24	Vendor	11041	CONSERV FS, INC	Status	Issued
11041	6427918		IX 100	12/07/23		147.50	0.00	147.50
			***	Payment Total		147.50	0.00	147.50
Payment Number	1184889	Payment Date	01/05/24	Vendor	10157	GRAINGER	Status	Issued
10157	9894352070		IX 100	12/08/23		117.45	0.00	117.45
			***	Payment Total		117.45	0.00	117.45
Payment Number	1184890	Payment Date	01/05/24	Vendor	10044	KIPP'S LAWNMOWER SALES & SVC	Status	Issued
10044	516900		IX 100	12/08/23		353.72	0.00	353.72
10044	516922		IX 100	12/09/23		330.75	0.00	330.75
			***	Payment Total		684.47	0.00	684.47
Payment Number	1184891	Payment Date	01/05/24	Vendor	10851	MENARDS - GLENDALE HEIGHTS	Status	Issued
10851	24779		IX 100	12/27/23		44.67	0.00	44.67
10851	24834		IX 100	12/28/23		8.98	0.00	8.98
10851	24897		IX 100	12/29/23		66.92	0.00	66.92
10851	24906		IX 100	12/29/23		42.72	0.00	42.72
10851	24958		IX 100	12/30/23		86.46	0.00	86.46
			***	Payment Total		249.75	0.00	249.75
Payment Number	1184892	Payment Date	01/05/24	Vendor	10055	MURPHY ACE HARDWARE	Status	Issued
10055	947672		IX 100	12/26/23		68.95	0.00	68.95
			***	Payment Total		68.95	0.00	68.95
Payment Number	1184893	Payment Date	01/05/24	Vendor	10057	NICOR GAS	Status	Issued
10057	22587400007 122123		IX 100	01/20/24		56.24	0.00	56.24

Bank Account Payment History

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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 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184893	Payment Date	01/05/24	Vendor	10057	NICOR GAS	Status Issued	
10057	63535010001 120723			IX 100	01/06/24	171.94	0.00	171.94
				***	Payment Total	228.18	0.00	228.18
Payment Number	1184894	Payment Date	01/05/24	Vendor	10549	RED WING SHOE COMPANY INC	Status Issued	
10549	45-1-137363			IX 100	11/05/23	200.00	0.00	200.00
				***	Payment Total	200.00	0.00	200.00
Payment Number	1184895	Payment Date	01/05/24	Vendor	10540	SECRETARY OF STATE	Status Issued	
10540	SUFFREDIN 122223			IX 100	12/26/23	15.00	0.00	15.00
				***	Payment Total	15.00	0.00	15.00
Payment Number	1184896	Payment Date	01/05/24	Vendor	10955	SERVICE INDUSTRIAL SUPPLY INC	Status Issued	
10955	136937			IX 100	11/12/23	72.60	0.00	72.60
				***	Payment Total	72.60	0.00	72.60
				***	Payment Code CHK Total	3,196.19	0.00	3,196.19
					Payment Count	13		
				***	Cash Code 1414 Total	20,595.94	0.00	20,595.94
					Payment Count	15		
				***	Pay Group 1600 USD Total	20,595.94	0.00	20,595.94
					Payment Count	15		

Bank Account Payment History

AP255 Date: 01/05/24
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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: 010524 - 010524

Payment Numbers: -

Payment Code:

Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530572	Payment Date	01/05/24	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	1HV7-FVHP-3FL7			IX 100	12/14/23	853.21	0.00	853.21
				***	Payment Total	853.21	0.00	853.21
Payment Number	530573	Payment Date	01/05/24	Vendor	10843	K-FIVE HODGKINS LLC	Status	Issued
10843	53758			IX 100	12/07/23	926.25	0.00	926.25
10843	53851			IX 100	12/08/23	397.58	0.00	397.58
				***	Payment Total	1,323.83	0.00	1,323.83
Payment Number	530574	Payment Date	01/05/24	Vendor	30232	ROBINSON ENGINEERING LTD	Status	Issued
30232	23120184			IX 100	01/13/24	1,986.97	0.00	1,986.97
				***	Payment Total	1,986.97	0.00	1,986.97
				***	Payment Code ACH Total	4,164.01	0.00	4,164.01
					Payment Count	3		

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 2
Time 13:26 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184897	Payment Date 01/05/24	Vendor 26948	ADVANCE AUTO PARTS	Status Issued				
26948 8759332451085		IX 100 01/14/24	82.79	0.00	82.79			
		*** Payment Total	82.79	0.00	82.79			
Payment Number 1184898	Payment Date 01/05/24	Vendor 10008	AT&T	Status Issued				
10008 630R17068411 2023		IX 100 12/16/23	644.45	0.00	644.45			
		*** Payment Total	644.45	0.00	644.45			
Payment Number 1184899	Payment Date 01/05/24	Vendor 12891	AUTOZONE INC	Status Issued				
12891 3555705845		IX 100 11/18/23	122.99	0.00	122.99			
12891 3555718315		IX 100 12/15/23	134.98	0.00	134.98			
12891 3555718534		IX 100 12/16/23	11.73	0.00	11.73			
		*** Payment Total	269.70	0.00	269.70			
Payment Number 1184900	Payment Date 01/05/24	Vendor 43304	BADGER METER, INC.	Status Issued				
43304 1617345		IX 100 12/09/23	71.64	0.00	71.64			
		*** Payment Total	71.64	0.00	71.64			
Payment Number 1184901	Payment Date 01/05/24	Vendor 43300	BAIRD & WARNER	Status Issued				
43300 122623		IX 100 12/26/23	184.02	0.00	184.02			
		*** Payment Total	184.02	0.00	184.02			
Payment Number 1184902	Payment Date 01/05/24	Vendor 11624	BUILDERS CHICAGO CORPORATION	Status Issued				
11624 89539		IX 100 12/14/23	555.00	0.00	555.00			
		*** Payment Total	555.00	0.00	555.00			
Payment Number 1184903	Payment Date 01/05/24	Vendor 10074	CITY OF WHEATON	Status Issued				
10074 512541		IX 100 12/17/23	476.90	0.00	476.90			
10074 512595		IX 100 01/17/24	476.40	0.00	476.40			
		*** Payment Total	953.30	0.00	953.30			
Payment Number 1184904	Payment Date 01/05/24	Vendor 12382	COMCAST	Status Issued				
12382 8771201210396127122323		IX 100 01/22/24	248.85	0.00	248.85			
12382 8771201220455301122823		IX 100 01/27/24	577.11	0.00	577.11			
		*** Payment Total	825.96	0.00	825.96			
Payment Number 1184905	Payment Date 01/05/24	Vendor 11196	FEDEX	Status Issued				
11196 8-361-18960		IX 100 01/26/24	47.80	0.00	47.80			
		*** Payment Total	47.80	0.00	47.80			
Payment Number 1184906	Payment Date 01/05/24	Vendor 10996	FIRST ENVIRONMENTAL LABS INC	Status Issued				
10996 179488		IX 100 11/29/23	405.60	0.00	405.60			
10996 179947		IX 100 12/21/23	412.10	0.00	412.10			
10996 179962		IX 100 12/21/23	143.00	0.00	143.00			
		*** Payment Total	960.70	0.00	960.70			
Payment Number 1184907	Payment Date 01/05/24	Vendor 10157	GRAINGER INC	Status Issued				
10157 9897215068		IX 100 12/07/23	95.93	0.00	95.93			

Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184907	Payment Date	01/05/24	Vendor	10157	GRAINGER INC	Status	Issued
				***	Payment Total	95.93	0.00	95.93
Payment Number	1184908	Payment Date	01/05/24	Vendor	11546	KARDON ENTERPRISES INC	Status	Issued
11546 103560				IX 100	10/27/23	530.00	0.00	530.00
				***	Payment Total	530.00	0.00	530.00
Payment Number	1184909	Payment Date	01/05/24	Vendor	11219	HOME DEPOT CREDIT SERVICES	Status	Issued
11219 0174 0231 112823				IX 100	12/28/23	605.24	0.00	605.24
				***	Payment Total	605.24	0.00	605.24
Payment Number	1184910	Payment Date	01/05/24	Vendor	39239	L.A. FASTENERS, INC	Status	Issued
39239 1-332082				IX 100	10/27/23	19.88	0.00	19.88
39239 1-333099				IX 100	11/05/23	284.75	0.00	284.75
39239 1-335933				IX 100	12/06/23	274.54-	0.00	274.54-
				***	Payment Total	30.09	0.00	30.09
Payment Number	1184911	Payment Date	01/05/24	Vendor	11215	MID AMERICAN WATER INC	Status	Issued
11215 223027A				IX 100	10/12/23	109.70	0.00	109.70
11215 224617A				IX 100	11/10/23	1,136.88	0.00	1,136.88
				***	Payment Total	1,246.58	0.00	1,246.58
Payment Number	1184912	Payment Date	01/05/24	Vendor	23393	MIDLAND SCIENTIFIC INC	Status	Issued
23393 6715568				IX 100	11/15/23	45.24	0.00	45.24
				***	Payment Total	45.24	0.00	45.24
Payment Number	1184913	Payment Date	01/05/24	Vendor	10803	NAPCO STEEL INC.	Status	Issued
10803 469644				IX 100	11/26/23	145.00	0.00	145.00
				***	Payment Total	145.00	0.00	145.00
Payment Number	1184914	Payment Date	01/05/24	Vendor	11761	PACE ANALYTICAL SERVICES INC	Status	Issued
11761 I9571361				IX 100	11/06/23	206.00	0.00	206.00
				***	Payment Total	206.00	0.00	206.00
Payment Number	1184915	Payment Date	01/05/24	Vendor	10070	PACKEY WEBB FORD	Status	Issued
10070 167312				IX 100	10/14/23	77.21	0.00	77.21
				***	Payment Total	77.21	0.00	77.21
Payment Number	1184916	Payment Date	01/05/24	Vendor	20894	PAYMENTUS CORP	Status	Issued
20894 INV-15-142578				IX 100	12/30/23	561.25	0.00	561.25
				***	Payment Total	561.25	0.00	561.25
Payment Number	1184917	Payment Date	01/05/24	Vendor	10549	REDWING BUSINESS ADVANTAGE	Status	Issued
10549 45-1-138579				IX 100	12/06/23	200.00	0.00	200.00
				***	Payment Total	200.00	0.00	200.00
Payment Number	1184918	Payment Date	01/05/24	Vendor	11093	REGIONAL TRUCK EQUIPMENT CO	Status	Issued
11093 278859				IX 100	12/27/23	79.13	0.00	79.13

Bank Account Payment History

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Time 13:26 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184918	Payment Date 01/05/24	Vendor 11093			REGIONAL TRUCK EQUIPMENT CO	Status Issued	
			*** Payment Total			79.13	0.00	79.13
Payment Number	1184919	Payment Date 01/05/24	Vendor 10955			SERVICE INDUSTRIAL SUPPLY INC	Status Issued	
10955 136936			IX 100 11/12/23			72.60	0.00	72.60
			*** Payment Total			72.60	0.00	72.60
Payment Number	1184920	Payment Date 01/05/24	Vendor 10849			STANDARD EQUIPMENT COMPANY	Status Issued	
10849 P45789			IX 100 10/27/23			722.69	0.00	722.69
10849 P46550			IX 100 12/06/23			62.29	0.00	62.29
			*** Payment Total			784.98	0.00	784.98
Payment Number	1184921	Payment Date 01/05/24	Vendor 10668			SUBURBAN DOOR CHECK & LOCK SVC	Status Issued	
10668 IN563534			IX 100 11/26/23			105.00	0.00	105.00
			*** Payment Total			105.00	0.00	105.00
Payment Number	1184922	Payment Date 01/05/24	Vendor 43206			TOMASKOVIC, JANET	Status Issued	
43206 121523			IX 100 12/15/23			3,346.56	0.00	3,346.56
			*** Payment Total			3,346.56	0.00	3,346.56
Payment Number	1184923	Payment Date 01/05/24	Vendor 27738			TYLER TECHNOLOGIES INC	Status Issued	
27738 045-447450			IX 100 12/30/23			700.00	0.00	700.00
			*** Payment Total			700.00	0.00	700.00
Payment Number	1184924	Payment Date 01/05/24	Vendor 11812			USA BLUEBOOK	Status Issued	
11812 INV00195649			IX 100 12/14/23			653.59	0.00	653.59
			*** Payment Total			653.59	0.00	653.59
Payment Number	1184925	Payment Date 01/05/24	Vendor 37581			FAVIA INVESTMENTS LTD	Status Issued	
37581 184726			IX 100 10/14/23			39.95	0.00	39.95
37581 184765			IX 100 10/18/23			42.95	0.00	42.95
37581 184851			IX 100 10/26/23			45.95	0.00	45.95
37581 185010			IX 100 11/11/23			1,179.42	0.00	1,179.42
37581 185090			IX 100 11/18/23			45.95	0.00	45.95
37581 185100			IX 100 11/19/23			1,267.69	0.00	1,267.69
37581 185193			IX 100 11/29/23			45.95	0.00	45.95
37581 185270			IX 100 12/06/23			292.08	0.00	292.08
37581 185507			IX 100 12/30/23			39.95	0.00	39.95
			*** Payment Total			2,999.89	0.00	2,999.89
Payment Number	1184926	Payment Date 01/05/24	Vendor 10128			VILLAGE OF DOWNERS GROVE	Status Issued	
10128 12538			IX 100 01/19/24			53.57	0.00	53.57
			*** Payment Total			53.57	0.00	53.57
Payment Number	1184927	Payment Date 01/05/24	Vendor 11976			WASTEBOX INC	Status Issued	
11976 189540			IX 100 12/15/23			320.00	0.00	320.00
			*** Payment Total			320.00	0.00	320.00
Payment Number	1184928	Payment Date 01/05/24	Vendor 23791			WELCH BROS INC	Status Issued	

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 5
Time 13:26 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184928	Payment Date	01/05/24	Vendor	23791	WELCH BROS INC	Status	Issued
23791 3252060				IX 100	11/22/23	319.38	0.00	319.38
				***	Payment Total	319.38	0.00	319.38
Payment Number	1184929	Payment Date	01/05/24	Vendor	12637	WSG & SOLUTIONS, INC	Status	Issued
12637 010205				IX 100	10/29/23	1,635.00	0.00	1,635.00
				***	Payment Total	1,635.00	0.00	1,635.00
				***	Payment Code CHK Total	19,407.60	0.00	19,407.60
					Payment Count	33		
				***	Cash Code 1414 Total	23,571.61	0.00	23,571.61
					Payment Count	36		
				***	Pay Group 2000 USD Total	23,571.61	0.00	23,571.61
					Payment Count	36		

Bank Account Payment History

AP255 Date: 01/05/24
Time: 13:26

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: 010524 - 010524

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/05/24
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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 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 31882	530575 MIL20231102	Payment Date 01/05/24	Vendor 31882	12/02/23		BESLAGIC, AIDA	Status Issued	
			IX 202		198.47		0.00	198.47
			***	Payment Total	198.47		0.00	198.47
Payment Number 28459	530576 MIL20231106	Payment Date 01/05/24	Vendor 28459	12/29/23		CONTRERAS, STEPHANIE	Status Issued	
			IX 202		80.83		0.00	80.83
			***	Payment Total	80.83		0.00	80.83
Payment Number 23461	530577 WALMRT&AMAZON M.T 1218	Payment Date 01/05/24	Vendor 23461	12/19/23		DUPAGE COUNTY COMMUNITY	Status Issued	
			IX 101		200.00		0.00	200.00
			***	Payment Total	200.00		0.00	200.00
Payment Number 18801	530578 MIL20231128	Payment Date 01/05/24	Vendor 18801	12/28/23		EVANS, CHRISTINE	Status Issued	
			IX 202		30.13		0.00	30.13
			***	Payment Total	30.13		0.00	30.13
Payment Number 14161	530579 112623-113023.ARI	Payment Date 01/05/24	Vendor 14161	01/19/24		GRAHAM, KELLY	Status Issued	
	14161 120123-120223.ARI		IX 208		210.00		0.00	210.00
	14161 120323-120923.ARI		IX 208		75.00		0.00	75.00
	14161 121023-121623.ARI		IX 208		225.00		0.00	225.00
			IX 208		240.00		0.00	240.00
			***	Payment Total	750.00		0.00	750.00
Payment Number 31149	530580 MIL20231113	Payment Date 01/05/24	Vendor 31149	12/29/23		HERNANDEZ, MARIA E.	Status Issued	
			IX 202		19.85		0.00	19.85
			***	Payment Total	19.85		0.00	19.85
			***	Payment Code ACH Total	1,279.28		0.00	1,279.28
				Payment Count	6			

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 01/05/24 thru 01/05/24
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 176393	1184930	Payment Date 01/05/24	Vendor 10671	10671		ALPHAGRAPHSICS	Status Issued	
			IX 202 01/20/24			19.75	0.00	19.75
			*** Payment Total			19.75	0.00	19.75
Payment Number 37500 20231125LG	1184931	Payment Date 01/05/24	Vendor 37500	37500		ANGELS HOMECARE SERVICES, INC	Status Issued	
			IX 101 01/20/24			300.00	0.00	300.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 10009 287304391276X12082023	1184932	Payment Date 01/05/24	Vendor 10009	10009		AT&T MOBILITY	Status Issued	
			IX 202 12/30/23			3,349.15	0.00	3,349.15
			IX 208 12/30/23			1,207.58	0.00	1,207.58
			*** Payment Total			4,556.73	0.00	4,556.73
Payment Number 10959 221647	1184933	Payment Date 01/05/24	Vendor 10959	10959		CITY OF NAPERVILLE	Status Issued	
			IX 101 12/29/23			19,522.00	0.00	19,522.00
			*** Payment Total			19,522.00	0.00	19,522.00
Payment Number 10959 221869	1184934	Payment Date 01/05/24	Vendor 10959	10959		CITY OF NAPERVILLE	Status Issued	
			IX 101 01/04/24			19,968.00	0.00	19,968.00
			*** Payment Total			19,968.00	0.00	19,968.00
Payment Number 10023 221650	1184935	Payment Date 01/05/24	Vendor 10023	10023		COM ED - LIHEAP PAYMENTS	Status Issued	
			IX 101 01/28/24			1,761.00	0.00	1,761.00
			*** Payment Total			1,761.00	0.00	1,761.00
Payment Number 10023 221651	1184936	Payment Date 01/05/24	Vendor 10023	10023		COM ED - LIHEAP PAYMENTS	Status Issued	
			IX 101 01/28/24			173,286.00	0.00	173,286.00
			*** Payment Total			173,286.00	0.00	173,286.00
Payment Number 10023 221870	1184937	Payment Date 01/05/24	Vendor 10023	10023		COM ED - LIHEAP PAYMENTS	Status Issued	
			IX 101 02/04/24			90,326.00	0.00	90,326.00
			*** Payment Total			90,326.00	0.00	90,326.00
Payment Number 10811 HM21-04#1	1184938	Payment Date 01/05/24	Vendor 10811	10811		COMMUNITY HOUSING ADVOCACY &	Status Issued	
			IX 103 01/02/24			67,753.29	0.00	67,753.29
			*** Payment Total			67,753.29	0.00	67,753.29
Payment Number 21946 MIL20231101	1184939	Payment Date 01/05/24	Vendor 21946	21946		GREITER, HEATHER	Status Issued	
			IX 202 12/29/23			73.56	0.00	73.56
			*** Payment Total			73.56	0.00	73.56
Payment Number 42152 MIL20231101	1184940	Payment Date 01/05/24	Vendor 42152	42152		HARRIS, JACQUELINE	Status Issued	
			IX 202 12/29/23			133.88	0.00	133.88
			*** Payment Total			133.88	0.00	133.88
Payment Number 12225 1123134710	1184941	Payment Date 01/05/24	Vendor 12225	12225		IDEXX DISTRIBUTION INC	Status Issued	
			IX 306 12/30/23			1,210.67	0.00	1,210.67
			*** Payment Total			1,210.67	0.00	1,210.67

Bank Account Payment History

AP255 Date 01/05/24
Time 13:26

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 01/05/24 thru 01/05/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184942	Payment Date	01/05/24	Vendor	10057	NICOR GAS	Status Issued	
10057 221652				IX 101	01/28/24	111,897.00	0.00	111,897.00
				*** Payment Total		111,897.00	0.00	111,897.00
Payment Number	1184943	Payment Date	01/05/24	Vendor	10057	NICOR GAS	Status Issued	
10057 221871				IX 200	02/03/24	54,200.00	0.00	54,200.00
				*** Payment Total		54,200.00	0.00	54,200.00
Payment Number	1184944	Payment Date	01/05/24	Vendor	38242	PALMERIN, ELISABETH	Status Issued	
38242 MIL20231102				IX 202	12/29/23	72.64	0.00	72.64
38242 MIL20231206				IX 202	12/29/23	58.16	0.00	58.16
				*** Payment Total		130.80	0.00	130.80
Payment Number	1184945	Payment Date	01/05/24	Vendor	43308	SOORTY, SHAHID	Status Issued	
43308 IACAA-24-2011				IX 101	12/30/23	1,980.00	0.00	1,980.00
				*** Payment Total		1,980.00	0.00	1,980.00
Payment Number	1184946	Payment Date	01/05/24	Vendor	10068	WAREHOUSE DIRECT, INC.	Status Issued	
10068 5629664-0				IX 101	12/31/23	274.32	0.00	274.32
10068 5630013-0				IX 101	01/12/24	196.37	0.00	196.37
				*** Payment Total		470.69	0.00	470.69
Payment Number	1184947	Payment Date	01/05/24	Vendor	42770	WOOD GLEN ESSENTIAL HOUSING	Status Issued	
42770 WOOD GLEN B.B. JAN24				IX 202	01/21/24	800.00	0.00	800.00
				*** Payment Total		800.00	0.00	800.00
				*** Payment Code CHK Total		548,389.37	0.00	548,389.37
				Payment Count		18		
				*** Cash Code 1414 Total		549,668.65	0.00	549,668.65
				Payment Count		24		
				*** Pay Group 5000 USD Total		549,668.65	0.00	549,668.65
				Payment Count		24		

Bank Account Payment History

AP255 Date: 01/05/24
Time: 13:26

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: 010524 - 010524

Payment Numbers:

-

Payment Code:

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1
Time 13:26 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530581	Payment Date	01/05/24	Vendor	12021	HAMPTON, LENZINI & RENWICK INC	Status Issued	
12021	000020232799			IX	100 12/20/23	6,995.10	0.00	6,995.10
12021	000020232800			IX	100 12/20/23	12,539.80	0.00	12,539.80
12021	000020232982			IX	100 01/12/24	8,339.60	0.00	8,339.60
12021	000020232984			IX	100 01/12/24	15,206.80	0.00	15,206.80
		***	Payment Total			43,081.30	0.00	43,081.30
Payment Number	530582	Payment Date	01/05/24	Vendor	30232	ROBINSON ENGINEERING LTD	Status Issued	
30232	23100054			IX	100 11/04/23	1,674.68	0.00	1,674.68
		***	Payment Total			1,674.68	0.00	1,674.68
Payment Number	530583	Payment Date	01/05/24	Vendor	10802	V3 COMPANIES, LTD	Status Issued	
10802	1123198R			IX	100 01/04/24	6,091.52	0.00	6,091.52
		***	Payment Total			6,091.52	0.00	6,091.52
Payment Number	530584	Payment Date	01/05/24	Vendor	26311	WIGHT CONSTRUCTION SERVICES	Status Issued	
26311	200112-33			IX	100 10/30/23	5,151.37	0.00	5,151.37
26311	200112-34			IX	100 11/30/23	9,191.97	0.00	9,191.97
		***	Payment Total			14,343.34	0.00	14,343.34
		***	Payment Code ACH Total			65,190.84	0.00	65,190.84
			Payment Count			4		

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 2
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Cash Code 1414 Bank 071923909 Payment Date Range 01/05/24 thru 01/05/24
 Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184948	Payment Date	01/05/24	Vendor	41560	G&W CANADA CORPORATION	Status	Issued
41560 476965				IX 100	11/05/23	41,010.00	0.00	41,010.00
		***	Payment Total			41,010.00	0.00	41,010.00
Payment Number	1184949	Payment Date	01/05/24	Vendor	38503	WOLD ARCHITECTS AND ENGINEERS	Status	Issued
38503 89645				IX 100	11/30/23	5,043.68	0.00	5,043.68
38503 89957				IX 100	12/30/23	5,951.32	0.00	5,951.32
		***	Payment Total			10,995.00	0.00	10,995.00
		***	Payment Code CHK Total			52,005.00	0.00	52,005.00
			Payment Count			2		
		***	Cash Code 1414 Total			117,195.84	0.00	117,195.84
			Payment Count			6		
		***	Pay Group 6000 USD Total			117,195.84	0.00	117,195.84
			Payment Count			6		



Payment of Claims

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

File #: 24-0323

Agenda Date: 1/23/2024

Agenda #: 8.C.

Bank Account Payment History

AP255 Date: 01/09/24
Time: 13:19

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: 010924 - 010924

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1
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Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530585	Payment Date	01/09/24	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	11G3-LL6K-P3WM		IX 100	01/30/24		96.02	0.00	96.02
26753	176H-HQWN-9HYH		IX 100	01/18/24		56.29	0.00	56.29
26753	17JD-3PCM-PHRJ		IX 100	01/25/24		746.62	0.00	746.62
26753	1CMP-NQTF-3V4V		IX 100	01/20/24		113.04	0.00	113.04
26753	1L3V-KYC1-M6JT		IX 100	01/19/24		122.73	0.00	122.73
26753	1MPD-QCYL-9M79		IX 100	01/21/24		47.98	0.00	47.98
26753	1RDN-CMFW-9PVN		IX 100	01/11/24		43.78	0.00	43.78
26753	1X1D-RMQ1-631X		IX 100	01/03/24		413.75	0.00	413.75
			***	Payment Total		1,640.21	0.00	1,640.21
Payment Number	530586	Payment Date	01/09/24	Vendor	12249	APPRISS INSIGHTS LLC	Status	Issued
12249	2058626784		IX 100	02/07/24		61,018.00	0.00	61,018.00
			***	Payment Total		61,018.00	0.00	61,018.00
Payment Number	530587	Payment Date	01/09/24	Vendor	12792	BUSINESS IT SOURCE INC	Status	Issued
12792	438792		IX 100	02/03/24		615.00	0.00	615.00
12792	438808		IX 100	02/03/24		615.00	0.00	615.00
			***	Payment Total		1,230.00	0.00	1,230.00
Payment Number	530588	Payment Date	01/09/24	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667	NK87586		IX 100	01/04/24		1,719.18	0.00	1,719.18
10667	NM67603		IX 100	01/08/24		1,055.60	0.00	1,055.60
10667	NP67665		IX 100	01/13/24		1,673.90	0.00	1,673.90
			***	Payment Total		4,448.68	0.00	4,448.68
Payment Number	530589	Payment Date	01/09/24	Vendor	11067	FOX VALLEY FIRE & SAFETY	Status	Issued
11067	IN00650206		IX 100	01/17/24		463.87	0.00	463.87
11067	IN00650217		IX 100	01/17/24		793.00	0.00	793.00
11067	IN00650633		IX 100	01/18/24		563.22	0.00	563.22
			***	Payment Total		1,820.09	0.00	1,820.09
Payment Number	530590	Payment Date	01/09/24	Vendor	11487	IMAGING SYSTEMS INC	Status	Issued
11487	23-0186		IX 100	01/17/24		5,850.00	0.00	5,850.00
			***	Payment Total		5,850.00	0.00	5,850.00
Payment Number	530591	Payment Date	01/09/24	Vendor	26550	MESSINA, MARCIA	Status	Issued
26550	692		IX 100	01/27/24		895.00	0.00	895.00
			***	Payment Total		895.00	0.00	895.00
Payment Number	530592	Payment Date	01/09/24	Vendor	10141	PRCO	Status	Issued
10141	X111551		IX 100	01/18/24		1,250.00	0.00	1,250.00
			***	Payment Total		1,250.00	0.00	1,250.00
Payment Number	530593	Payment Date	01/09/24	Vendor	11753	TITAN IMAGE GROUP INC	Status	Issued
11753	61108		IX 100	01/30/24		2,175.00	0.00	2,175.00
			***	Payment Total		2,175.00	0.00	2,175.00
Payment Number	530594	Payment Date	01/09/24	Vendor	30797	TRINITY SERVICES GROUP INC	Status	Issued

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2
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Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530594	Payment Date	01/09/24	Vendor	30797	TRINITY SERVICES GROUP INC	Status	Issued
30797 3023000300				IX 100	02/04/24	21,567.71	0.00	21,567.71
				***	Payment Total	21,567.71	0.00	21,567.71
				***	Payment Code ACH Total	101,894.69	0.00	101,894.69
					Payment Count	10		

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3
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Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184951	Payment Date	01/09/24	Vendor	19712	DPCO SHERIFF EXTRADITION ACCT	Status	Issued
19712 CK10125				IX 100	01/19/24	131.60	0.00	131.60
19712 CK10126				IX 100	01/19/24	41.00	0.00	41.00
19712 CK10127				IX 100	01/21/24	196.00	0.00	196.00
				*** Payment Total		368.60	0.00	368.60
Payment Number	1184952	Payment Date	01/09/24	Vendor	22262	ADVANCED DIGITAL MEDIA INC	Status	Issued
22262 11223				IX 100	01/31/24	150.00	0.00	150.00
				*** Payment Total		150.00	0.00	150.00
Payment Number	1184953	Payment Date	01/09/24	Vendor	41943	AIR FILTER SOLUTIONS, LLC	Status	Issued
41943 2203-1				IX 100	12/29/23	786.48	0.00	786.48
				*** Payment Total		786.48	0.00	786.48
Payment Number	1184954	Payment Date	01/09/24	Vendor	10674	AIRGAS USA	Status	Issued
10674 5503605792				IX 100	12/30/23	76.30	0.00	76.30
				*** Payment Total		76.30	0.00	76.30
Payment Number	1184955	Payment Date	01/09/24	Vendor	10671	ALPHAGRAPHS	Status	Issued
10671 176296				IX 100	01/25/24	28.50	0.00	28.50
10671 176299				IX 100	01/14/24	112.00	0.00	112.00
				*** Payment Total		140.50	0.00	140.50
Payment Number	1184956	Payment Date	01/09/24	Vendor	22302	AMERICAN HEART ASSOCIATION INC	Status	Issued
22302 SCPR153794				IX 100	01/22/24	175.00	0.00	175.00
				*** Payment Total		175.00	0.00	175.00
Payment Number	1184957	Payment Date	01/09/24	Vendor	10009	AT&T MOBILITY	Status	Issued
10009 287296427626X12272023				IX 100	01/18/24	1,390.50	0.00	1,390.50
				*** Payment Total		1,390.50	0.00	1,390.50
Payment Number	1184958	Payment Date	01/09/24	Vendor	41456	BERRY DUNN MCNEIL & PARKER LLC	Status	Issued
41456 439913				IX 100	01/29/24	6,225.00	0.00	6,225.00
				*** Payment Total		6,225.00	0.00	6,225.00
Payment Number	1184959	Payment Date	01/09/24	Vendor	40458	BOUCHARD, LESLIE	Status	Issued
40458 EXP20231221				IX 100	01/03/24	598.50	0.00	598.50
				*** Payment Total		598.50	0.00	598.50
Payment Number	1184960	Payment Date	01/09/24	Vendor	26281	BRAND ADVANTAGE GROUP	Status	Issued
26281 2106903				IX 100	01/06/24	393.11	0.00	393.11
				*** Payment Total		393.11	0.00	393.11
Payment Number	1184961	Payment Date	01/09/24	Vendor	10216	CANON SOLUTIONS AMERICA INC	Status	Issued
10216 125366923122				IX 100	01/26/24	13,533.41	0.00	13,533.41
				*** Payment Total		13,533.41	0.00	13,533.41
Payment Number	1184962	Payment Date	01/09/24	Vendor	12896	CELLEBRITE INC	Status	Issued
12896 INVUS264143				IX 100	01/22/24	310.00	0.00	310.00

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 4
Time 13:19 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184962	Payment Date	01/09/24	Vendor	12896	CELLEBRITE INC	Status	Issued
				***	Payment Total	310.00	0.00	310.00
Payment Number	1184963	Payment Date	01/09/24	Vendor	32620	CHEM-WISE ECOLOGICAL PEST	Status	Issued
32620 1211002				IX 100	12/28/23	413.00	0.00	413.00
				***	Payment Total	413.00	0.00	413.00
Payment Number	1184964	Payment Date	01/09/24	Vendor	10574	CHICAGO TRIBUNE	Status	Issued
10574 148569787 121923				IX 100	01/18/24	330.99	0.00	330.99
				***	Payment Total	330.99	0.00	330.99
Payment Number	1184965	Payment Date	01/09/24	Vendor	10074	CITY OF WHEATON	Status	Issued
10074 0034110000 121523				IX 100	01/14/24	545.86	0.00	545.86
				***	Payment Total	545.86	0.00	545.86
Payment Number	1184966	Payment Date	01/09/24	Vendor	12382	COMCAST	Status	Issued
12382 8771200470301041120623				IX 100	01/05/24	199.90	0.00	199.90
12382 8771200470953205121923				IX 100	01/18/24	249.85	0.00	249.85
				***	Payment Total	449.75	0.00	449.75
Payment Number	1184967	Payment Date	01/09/24	Vendor	11107	DOOR SYSTEMS	Status	Issued
11107 931238				IX 100	11/29/23	681.50	0.00	681.50
				***	Payment Total	681.50	0.00	681.50
Payment Number	1184968	Payment Date	01/09/24	Vendor	11422	DUPAGE ASSOCIATION OF WOMEN	Status	Issued
11422 DAWL2023/2024				IX 100	02/04/24	50.00	0.00	50.00
				***	Payment Total	50.00	0.00	50.00
Payment Number	1184969	Payment Date	01/09/24	Vendor	11196	FEDEX	Status	Issued
11196 8-353-48529				IX 100	01/19/24	212.67	0.00	212.67
				***	Payment Total	212.67	0.00	212.67
Payment Number	1184970	Payment Date	01/09/24	Vendor	38645	FEHR GRAHAM & ASSOCIATES LLC	Status	Issued
38645 119912				IX 100	12/24/23	40.16	0.00	40.16
				***	Payment Total	40.16	0.00	40.16
Payment Number	1184971	Payment Date	01/09/24	Vendor	12036	FOREST AWARDS & ENGRAVING	Status	Issued
12036 14990				IX 100	01/25/24	221.99	0.00	221.99
				***	Payment Total	221.99	0.00	221.99
Payment Number	1184972	Payment Date	01/09/24	Vendor	12051	FOSTER AND FREEMAN USA INC	Status	Issued
12051 IN006866				IX 100	10/01/23	212.16	0.00	212.16
				***	Payment Total	212.16	0.00	212.16
Payment Number	1184973	Payment Date	01/09/24	Vendor	27954	GROOT, INC	Status	Issued
27954 11588402T106				IX 100	12/31/23	102.18	0.00	102.18
27954 11649138T107				IX 100	12/31/23	267.46	0.00	267.46
				***	Payment Total	369.64	0.00	369.64

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 5
Time 13:19 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184974	Payment Date 01/09/24	Vendor 10366	HINCKLEY SPRINGS	Status Issued				
10366 14458179 122523		IX 100 01/24/24	194.86	0.00	194.86			
		*** Payment Total	194.86	0.00	194.86			
Payment Number 1184975	Payment Date 01/09/24	Vendor 11219	HOME DEPOT CREDIT SERVICES	Status Issued				
11219 4018 2478 112123		IX 100 12/21/23	734.75	0.00	734.75			
		*** Payment Total	734.75	0.00	734.75			
Payment Number 1184976	Payment Date 01/09/24	Vendor 10809	INSIGHT PUBLIC SECTOR INC	Status Issued				
10809 1101119820		IX 100 01/11/24	323.38	0.00	323.38			
10809 1101121633		IX 100 01/18/24	919.66	0.00	919.66			
		*** Payment Total	1,243.04	0.00	1,243.04			
Payment Number 1184977	Payment Date 01/09/24	Vendor 25946	INTERNATIONAL ASSOCIATION OF	Status Issued				
25946 4917 4918		IX 100 01/27/24	500.00	0.00	500.00			
		*** Payment Total	500.00	0.00	500.00			
Payment Number 1184978	Payment Date 01/09/24	Vendor 10147	KAMMES AUTO & TRUCK REPAIR INC	Status Issued				
10147 143287		IX 100 01/27/24	90.00	0.00	90.00			
		*** Payment Total	90.00	0.00	90.00			
Payment Number 1184979	Payment Date 01/09/24	Vendor 42151	KARAMAN, BERNADA	Status Issued				
42151 MIL20231201		IX 100 01/04/24	29.62	0.00	29.62			
		*** Payment Total	29.62	0.00	29.62			
Payment Number 1184980	Payment Date 01/09/24	Vendor 11692	LANGUAGE LINE SOLUTIONS	Status Issued				
11692 11181737		IX 100 01/05/24	152.60	0.00	152.60			
		*** Payment Total	152.60	0.00	152.60			
Payment Number 1184981	Payment Date 01/09/24	Vendor 10851	MENARDS - WEST CHICAGO	Status Issued				
10851 87837		IX 100 01/10/24	18.30	0.00	18.30			
10851 88825		IX 100 01/28/24	119.88	0.00	119.88			
		*** Payment Total	138.18	0.00	138.18			
Payment Number 1184982	Payment Date 01/09/24	Vendor 41568	METROFUSER, LLC	Status Issued				
41568 562759		IX 100 01/19/24	141.41	0.00	141.41			
		*** Payment Total	141.41	0.00	141.41			
Payment Number 1184983	Payment Date 01/09/24	Vendor 12553	MONTINI, ANGELA CSR RPR	Status Issued				
12553 120723GJ		IX 100 01/20/24	729.00	0.00	729.00			
		*** Payment Total	729.00	0.00	729.00			
Payment Number 1184984	Payment Date 01/09/24	Vendor 10606	MYERS, LAUREL	Status Issued				
10606 010324		IX 100 01/05/24	270.00	0.00	270.00			
		*** Payment Total	270.00	0.00	270.00			
Payment Number 1184985	Payment Date 01/09/24	Vendor 10933	NATIONAL ASSOCIATION OF	Status Issued				
10933 202328244		IX 100 01/26/24	575.00	0.00	575.00			

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 6
Time 13:19 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1184985	Payment Date 01/09/24	Vendor 10933			NATIONAL ASSOCIATION OF	Status Issued	
			*** Payment Total			575.00	0.00	575.00
Payment Number	1184986	Payment Date 01/09/24	Vendor 10770			NATIONAL INSTITUTE OF	Status Issued	
10770 122223			IX 100 01/21/24			480.00	0.00	480.00
			*** Payment Total			480.00	0.00	480.00
Payment Number	1184987	Payment Date 01/09/24	Vendor 11337			NICKERSON & ASSOCIATES	Status Issued	
11337 21JD143JULY2023			IX 100 12/18/23			1,870.00	0.00	1,870.00
			*** Payment Total			1,870.00	0.00	1,870.00
Payment Number	1184988	Payment Date 01/09/24	Vendor 10057			NICOR GAS	Status Issued	
10057 18209900002 121223			IX 100 01/11/24			859.65	0.00	859.65
10057 55226900003 121223			IX 100 01/11/24			251.99	0.00	251.99
10057 55273210009 121223			IX 100 01/11/24			266.98	0.00	266.98
10057 71255010002 121223			IX 100 01/11/24			100.24	0.00	100.24
10057 75473210005 121223			IX 100 01/11/24			525.62	0.00	525.62
			*** Payment Total			2,004.48	0.00	2,004.48
Payment Number	1184989	Payment Date 01/09/24	Vendor 10212			NMS LABS	Status Issued	
10212 1224558			IX 100 12/26/23			9,395.00	0.00	9,395.00
			*** Payment Total			9,395.00	0.00	9,395.00
Payment Number	1184990	Payment Date 01/09/24	Vendor 10177			NORTH EAST MULTI REGIONAL	Status Issued	
10177 342590			IX 100 01/17/24			50.00	0.00	50.00
10177 343097			IX 100 01/02/24			200.00	0.00	200.00
			*** Payment Total			250.00	0.00	250.00
Payment Number	1184991	Payment Date 01/09/24	Vendor 29900			NOVAK, LYNN M	Status Issued	
29900 FEE ARB 010424			IX 100 02/03/24			50.00	0.00	50.00
			*** Payment Total			50.00	0.00	50.00
Payment Number	1184992	Payment Date 01/09/24	Vendor 39549			ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549 344631623001			IX 100 01/03/24			406.04	0.00	406.04
39549 346489322001			IX 100 01/28/24			91.65	0.00	91.65
39549 348056255001			IX 100 01/21/24			46.83	0.00	46.83
			*** Payment Total			544.52	0.00	544.52
Payment Number	1184993	Payment Date 01/09/24	Vendor 29508			OKUNSKAYA, TATIANA	Status Issued	
29508 2024 #2			IX 100 02/02/24			159.50	0.00	159.50
			*** Payment Total			159.50	0.00	159.50
Payment Number	1184994	Payment Date 01/09/24	Vendor 11831			PACE SUBURBAN BUS	Status Issued	
11831 629578			IX 100 01/04/24			88,234.02-	0.00	88,234.02-
11831 629594			IX 100 01/04/24			85,805.97	0.00	85,805.97
11831 629706			IX 100 01/04/24			81,869.39	0.00	81,869.39
			*** Payment Total			79,441.34	0.00	79,441.34
Payment Number	1184995	Payment Date 01/09/24	Vendor 10522			PCOLINSKI JR, JOHN J	Status Issued	

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 7
Time 13:19 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184995	Payment Date 01/09/24	Vendor 10522	PCOLINSKI JR, JOHN J	Status Issued				
10522 FEE ARB 010424		IX 100 02/03/24	50.00	0.00	50.00			
		*** Payment Total	50.00	0.00	50.00			
Payment Number 1184996	Payment Date 01/09/24	Vendor 32407	PHYSICIANS IMMEDIATE CARE	Status Issued				
32407 50391 121423		IX 100 01/13/24	244.00	0.00	244.00			
		*** Payment Total	244.00	0.00	244.00			
Payment Number 1184997	Payment Date 01/09/24	Vendor 10961	PRECISION DYNAMICS CORP	Status Issued				
10961 9354988045		IX 100 01/18/24	548.45	0.00	548.45			
		*** Payment Total	548.45	0.00	548.45			
Payment Number 1184998	Payment Date 01/09/24	Vendor 11715	ROGER C MARQUARDT & CO INC	Status Issued				
11715 4983		IX 100 02/03/24	7,500.00	0.00	7,500.00			
11715 4985		IX 100 02/03/24	4,000.00	0.00	4,000.00			
		*** Payment Total	11,500.00	0.00	11,500.00			
Payment Number 1184999	Payment Date 01/09/24	Vendor 10034	ROYAL PIPE & SUPPLY CO.	Status Issued				
10034 S1585974.001		IX 100 11/19/23	528.00	0.00	528.00			
10034 S1587537.001		IX 100 12/20/23	169.12	0.00	169.12			
		*** Payment Total	697.12	0.00	697.12			
Payment Number 1185000	Payment Date 01/09/24	Vendor 29356	RUBIO, FALGUNI	Status Issued				
29356 12123		IX 100 01/30/24	140.00	0.00	140.00			
		*** Payment Total	140.00	0.00	140.00			
Payment Number 1185001	Payment Date 01/09/24	Vendor 10540	SECRETARY OF STATE	Status Issued				
10540 954748 2024		IX 100 01/05/24	151.00	0.00	151.00			
		*** Payment Total	151.00	0.00	151.00			
Payment Number 1185002	Payment Date 01/09/24	Vendor 10540	SECRETARY OF STATE	Status Issued				
10540 BG94873 2024		IX 100 02/04/24	151.00	0.00	151.00			
		*** Payment Total	151.00	0.00	151.00			
Payment Number 1185003	Payment Date 01/09/24	Vendor 10540	SECRETARY OF STATE	Status Issued				
10540 BN96098 2024		IX 100 02/04/24	151.00	0.00	151.00			
		*** Payment Total	151.00	0.00	151.00			
Payment Number 1185004	Payment Date 01/09/24	Vendor 10540	SECRETARY OF STATE	Status Issued				
10540 ED58032 2024		IX 100 02/04/24	171.00	0.00	171.00			
		*** Payment Total	171.00	0.00	171.00			
Payment Number 1185005	Payment Date 01/09/24	Vendor 10540	SECRETARY OF STATE	Status Issued				
10540 ED58119 2024		IX 100 02/04/24	151.00	0.00	151.00			
		*** Payment Total	151.00	0.00	151.00			
Payment Number 1185006	Payment Date 01/09/24	Vendor 26479	SHERIFF ADMINISTRATIVE ACCOUNT	Status Issued				
26479 CK10089		IX 100 01/26/24	12.18	0.00	12.18			

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 8
Time 13:19 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185006	Payment Date	01/09/24	Vendor	26479	SHERIFF ADMINISTRATIVE ACCOUNT	Status Issued	
				***	Payment Total	12.18	0.00	12.18
Payment Number	1185007	Payment Date	01/09/24	Vendor	30382	T-MOBILE USA, INC.	Status Issued	
	30382 9555065597			IX 100	01/04/24	25.00	0.00	25.00
				***	Payment Total	25.00	0.00	25.00
Payment Number	1185008	Payment Date	01/09/24	Vendor	43309	TANK HOLDING CORP.	Status Issued	
	43309 0000461667			IX 100	12/17/23	1,944.00	0.00	1,944.00
				***	Payment Total	1,944.00	0.00	1,944.00
Payment Number	1185009	Payment Date	01/09/24	Vendor	29851	TECHNOLOGY MANAGEMENT REV FUND	Status Issued	
	29851 T2410229			IX 100	12/20/23	761.05	0.00	761.05
				***	Payment Total	761.05	0.00	761.05
Payment Number	1185010	Payment Date	01/09/24	Vendor	12123	TELCOM INNOVATIONS GROUP LLC	Status Issued	
	12123 A60479Q			IX 100	12/30/23	22,856.00	0.00	22,856.00
				***	Payment Total	22,856.00	0.00	22,856.00
Payment Number	1185011	Payment Date	01/09/24	Vendor	37436	THOMPSON ELECTRONICS COMPANY	Status Issued	
	37436 113679			IX 100	12/16/23	665.00	0.00	665.00
	37436 113937			IX 100	12/30/23	280.00	0.00	280.00
				***	Payment Total	945.00	0.00	945.00
Payment Number	1185012	Payment Date	01/09/24	Vendor	11169	THOMSON REUTERS-WEST	Status Issued	
	11169 849500924			IX 100	01/31/24	2,115.38	0.00	2,115.38
				***	Payment Total	2,115.38	0.00	2,115.38
Payment Number	1185013	Payment Date	01/09/24	Vendor	13861	TRANSUNION RISK AND	Status Issued	
	13861 179557-202312-1			IX 100	01/31/24	723.00	0.00	723.00
				***	Payment Total	723.00	0.00	723.00
Payment Number	1185014	Payment Date	01/09/24	Vendor	11772	ULINE	Status Issued	
	11772 172041040			IX 100	01/11/24	3,503.67	0.00	3,503.67
	11772 172147574			IX 100	01/13/24	5,327.49	0.00	5,327.49
	11772 172241623			IX 100	01/17/24	133.87	0.00	133.87
	11772 172351313			IX 100	01/18/24	2,294.13	0.00	2,294.13
	11772 172461009			IX 100	01/21/24	84.00	0.00	84.00
				***	Payment Total	11,343.16	0.00	11,343.16
Payment Number	1185015	Payment Date	01/09/24	Vendor	10068	WAREHOUSE DIRECT, INC.	Status Issued	
	10068 5629519-0			IX 100	01/28/24	6,934.80	0.00	6,934.80
				***	Payment Total	6,934.80	0.00	6,934.80
Payment Number	1185016	Payment Date	01/09/24	Vendor	41506	WETT CAR WASH, LLC	Status Issued	
	41506 235			IX 100	01/31/24	639.60	0.00	639.60
				***	Payment Total	639.60	0.00	639.60
Payment Number	1185017	Payment Date	01/09/24	Vendor	11985	WHEATON LAUNDRY & CLEANERS	Status Issued	

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 9
Time 13:19 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185017	Payment Date	01/09/24	Vendor	11985	WHEATON LAUNDRY & CLEANERS	Status	Issued
11985 5002				IX 100	01/02/24	40.50	0.00	40.50
11985 5020				IX 100	01/06/24	20.25	0.00	20.25
11985 5030				IX 100	01/13/24	67.50	0.00	67.50
11985 5044				IX 100	01/20/24	54.00	0.00	54.00
				***	Payment Total	182.25	0.00	182.25
Payment Number	1185018	Payment Date	01/09/24	Vendor	10037	WHEATON SANITARY DISTRICT	Status	Issued
10037 036675-000 122223				IX 100	01/21/24	29,553.90	0.00	29,553.90
				***	Payment Total	29,553.90	0.00	29,553.90
				***	Payment Code CHK Total	218,658.31	0.00	218,658.31
					Payment Count	68		
				***	Cash Code 1414 Total	320,553.00	0.00	320,553.00
					Payment Count	78		
				***	Pay Group 1000 USD Total	320,553.00	0.00	320,553.00
					Payment Count	78		

Bank Account Payment History

AP255 Date: 01/09/24
Time: 13:19

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: 010924 - 010924

Payment Numbers:

-

Payment Code:

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 13:20 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 38097	530595 INV484585	Payment Date 01/09/24	Vendor IX 105	38097 01/31/24		ACCUSHIELD, LLC 1,909.20	Status 0.00	Issued 1,909.20
			***	Payment Total		1,909.20	0.00	1,909.20
Payment Number 26753	530596 1KDF-WL9T-1G3M	Payment Date 01/09/24	Vendor IX 170	26753 01/20/24		AMAZON CAPITAL SERVICES 30.88	Status 0.00	Issued 30.88
	26753 1L4K-LDLY-KMF1		IX 130	11/06/23		95.49	0.00	95.49
			***	Payment Total		126.37	0.00	126.37
Payment Number 11452	530597 3-LUFKIN POND	Payment Date 01/09/24	Vendor IX 105	11452 01/14/24		EARTHWERKS LAND IMPROVEMENT & 30,803.02	Status 0.00	Issued 30,803.02
			***	Payment Total		30,803.02	0.00	30,803.02
Payment Number 21914	530598 21.037-D7	Payment Date 01/09/24	Vendor IX 105	21914 11/30/23		RWE MANAGEMENT COMPANY 15,667.13	Status 0.00	Issued 15,667.13
			***	Payment Total		15,667.13	0.00	15,667.13
Payment Number 10802	530599 1123537-04	Payment Date 01/09/24	Vendor IX 105	10802 01/05/24		V3 COMPANIES, LTD 88.68	Status 0.00	Issued 88.68
			***	Payment Total		88.68	0.00	88.68
Payment Number 26311	530600 220043-29	Payment Date 01/09/24	Vendor IX 105	26311 11/30/23		WIGHT CONSTRUCTION SERVICES 332,819.44	Status 0.00	Issued 332,819.44
			***	Payment Total		332,819.44	0.00	332,819.44
			***	Payment Code ACH Total		381,413.84	0.00	381,413.84
				Payment Count		6		

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2
Time 13:20 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 12104 2495152	1185019	Payment Date 01/09/24	Vendor 12104 IX 102 12/30/23 *** Payment Total			ALLIANT INSURANCE SERVICES, 150,961.00 150,961.00	Status Issued 0.00 0.00	150,961.00 150,961.00
Payment Number 39542 614012	1185020	Payment Date 01/09/24	Vendor 39542 IX 170 12/31/23 *** Payment Total			APTIM ENVIRONMENTAL & 13,968.90 13,968.90	Status Issued 0.00 0.00	13,968.90 13,968.90
Payment Number 19706 79803580 19706 79803583	1185021	Payment Date 01/09/24	Vendor 19706 IX 105 12/30/23 IX 105 12/30/23 *** Payment Total			DPC REGIONAL OFFICE OF EDUCATN 6,003.06 37,351.30 43,354.36	Status Issued 0.00 0.00 0.00	6,003.06 37,351.30 43,354.36
Payment Number 19161 103_COVID-FY2023	1185022	Payment Date 01/09/24	Vendor 19161 IX 105 01/19/24 *** Payment Total			DUPAGE COUNTY HEALTH 139,769.28 139,769.28	Status Issued 0.00 0.00	139,769.28 139,769.28
Payment Number 41910 RES-RRR-23-003547	1185023	Payment Date 01/09/24	Vendor 41910 IX 170 01/02/24 *** Payment Total			G&I ROOFING, INC 100.00 100.00	Status Issued 0.00 0.00	100.00 100.00
Payment Number 16551 RES-ACC-23-002448	1185024	Payment Date 01/09/24	Vendor 16551 IX 170 02/01/24 *** Payment Total			G-CAT CONSTRUCTION CO 100.00 100.00	Status Issued 0.00 0.00	100.00 100.00
Payment Number 41534 RES-ACC-23-001905	1185025	Payment Date 01/09/24	Vendor 41534 IX 170 01/02/24 *** Payment Total			GARCIA, SHARON 100.00 100.00	Status Issued 0.00 0.00	100.00 100.00
Payment Number 16355 RES-RRR-23-001171	1185026	Payment Date 01/09/24	Vendor 16355 IX 170 02/01/24 *** Payment Total			GILKEY WINDOW CO 100.00 100.00	Status Issued 0.00 0.00	100.00 100.00
Payment Number 42268 RES-RRR-23-002591 42268 RES-RRR-23-002808	1185027	Payment Date 01/09/24	Vendor 42268 IX 170 01/02/24 IX 170 01/02/24 *** Payment Total			GND CONSTRUCTION 100.00 100.00 200.00	Status Issued 0.00 0.00 0.00	100.00 100.00 200.00
Payment Number 29312 RES-RRR-23-001680 29312 RES-RRR-23-002261 29312 RES-RRR-23-002637 29312 RES-RRR-23-002756 29312 RES-RRR-23-002825	1185028	Payment Date 01/09/24	Vendor 29312 IX 170 02/01/24 IX 170 02/01/24 IX 170 02/01/24 IX 170 02/01/24 IX 170 02/01/24 *** Payment Total			GO PERMITS LLC 100.00 100.00 100.00 100.00 100.00 500.00	Status Issued 0.00 0.00 0.00 0.00 0.00 0.00	100.00 100.00 100.00 100.00 100.00 500.00
Payment Number 14899 RES-ALT-23-003221	1185029	Payment Date 01/09/24	Vendor 14899 IX 170 02/01/24			HAYNES ELECTRIC INC 100.00	Status Issued 0.00	100.00

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 3
Time 13:20 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185029	Payment Date	01/09/24	Vendor	14899	HAYNES ELECTRIC INC	Status Issued	
				***	Payment Total	100.00	0.00	100.00
Payment Number	1185030	Payment Date	01/09/24	Vendor	41091	KRUEGER, KURT ERVIN	Status Issued	
	41091 RES-ACC-23-001266			IX	170 01/02/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1185031	Payment Date	01/09/24	Vendor	41536	KUSPER, SARAH	Status Issued	
	41536 RES-ACC-23-002723			IX	170 01/02/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1185032	Payment Date	01/09/24	Vendor	15982	LAKE POINT ROOFING	Status Issued	
	15982 RES-RRR-23-003222			IX	170 02/01/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1185033	Payment Date	01/09/24	Vendor	42634	OPTIMA, INC	Status Issued	
	42634 87230-1			IX	105 12/27/23	1,261.90	0.00	1,261.90
				***	Payment Total	1,261.90	0.00	1,261.90
Payment Number	1185034	Payment Date	01/09/24	Vendor	36255	O'HAGAN MEYER LLC	Status Issued	
	36255 516905			IX	102 08/26/23	61.50	0.00	61.50
				***	Payment Total	61.50	0.00	61.50
Payment Number	1185035	Payment Date	01/09/24	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status Issued	
	39549 344262810001			IX	170 01/06/24	27.93	0.00	27.93
	39549 344659425001			IX	170 01/13/24	74.97	0.00	74.97
	39549 344659828001			IX	170 01/14/24	11.96	0.00	11.96
				***	Payment Total	114.86	0.00	114.86
Payment Number	1185036	Payment Date	01/09/24	Vendor	11173	VERITEXT	Status Issued	
	11173 7072119			IX	170 01/25/24	262.50	0.00	262.50
	11173 7072124			IX	170 01/25/24	348.50	0.00	348.50
				***	Payment Total	611.00	0.00	611.00
				***	Payment Code CHK Total	351,602.80	0.00	351,602.80
					Payment Count	18		
				***	Cash Code 1414 Total	733,016.64	0.00	733,016.64
					Payment Count	24		
				***	Pay Group 1100 USD Total	733,016.64	0.00	733,016.64
					Payment Count	24		

Bank Account Payment History

AP255 Date: 01/09/24
Time: 13:20

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: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 13:20 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530601	Payment Date	01/09/24	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667 NM48030		IX	100	01/07/24		9,182.20	0.00	9,182.20
10667 NM48210		IX	100	01/07/24		1,499.34	0.00	1,499.34
		***	Payment Total			10,681.54	0.00	10,681.54
		***	Payment Code ACH Total			10,681.54	0.00	10,681.54
			Payment Count			1		

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 2
Time 13:20 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185037	Payment Date	01/09/24	Vendor	10674	AIRGAS USA	Status Issued	
10674	9145324471		IX 100	01/21/24		254.80	0.00	254.80
10674	9145354861		IX 100	01/25/24		127.40	0.00	127.40
10674	9145427682		IX 100	01/27/24		127.40	0.00	127.40
10674	9145486546		IX 100	01/30/24		575.00	0.00	575.00
10674	9145486547		IX 100	01/30/24		1,250.00	0.00	1,250.00
10674	9145523389		IX 100	02/01/24		127.40	0.00	127.40
			***	Payment Total		2,462.00	0.00	2,462.00
Payment Number	1185038	Payment Date	01/09/24	Vendor	10056	ALCO SALES & SERVICE CO.	Status Issued	
10056	2934784-IN		IX 100	01/17/24		49.54	0.00	49.54
			***	Payment Total		49.54	0.00	49.54
Payment Number	1185039	Payment Date	01/09/24	Vendor	38093	ALPHA BAKING COMPANY	Status Issued	
38093	230010352009		IX 100	01/17/24		409.66	0.00	409.66
38093	230010355011		IX 100	01/20/24		105.52	0.00	105.52
38093	230010357009		IX 100	01/22/24		571.21	0.00	571.21
38093	230010360012		IX 100	01/25/24		315.89	0.00	315.89
38093	230010362013		IX 100	01/27/24		121.30	0.00	121.30
38093	240010002012		IX 100	02/01/24		221.40	0.00	221.40
			***	Payment Total		1,744.98	0.00	1,744.98
Payment Number	1185040	Payment Date	01/09/24	Vendor	10682	AMERISOURCEBERGEN DRUG CORP	Status Issued	
10682	3158272485		IX 100	01/19/24		100.00	0.00	100.00
10682	3158876843		IX 100	01/25/24		39.66	0.00	39.66
10682	3160009575		IX 100	02/04/24		6,500.87	0.00	6,500.87
			***	Payment Total		6,640.53	0.00	6,640.53
Payment Number	1185041	Payment Date	01/09/24	Vendor	24540	ARXIUM INC	Status Issued	
24540	40012866		IX 100	01/19/24		799.98	0.00	799.98
			***	Payment Total		799.98	0.00	799.98
Payment Number	1185042	Payment Date	01/09/24	Vendor	32620	CHEM-WISE ECOLOGICAL PEST	Status Issued	
32620	1215938		IX 100	01/03/24		85.00	0.00	85.00
			***	Payment Total		85.00	0.00	85.00
Payment Number	1185043	Payment Date	01/09/24	Vendor	12037	CLIA LABORATORY PROGRAM	Status Issued	
12037	14D0945909 111423		IX 100	12/14/23		180.00	0.00	180.00
			***	Payment Total		180.00	0.00	180.00
Payment Number	1185044	Payment Date	01/09/24	Vendor	10335	ECOLAB INC	Status Issued	
10335	6342712765		IX 100	01/23/24		415.00	0.00	415.00
			***	Payment Total		415.00	0.00	415.00
Payment Number	1185045	Payment Date	01/09/24	Vendor	11196	FEDEX	Status Issued	
11196	8-360-80242		IX 100	01/26/24		6.48	0.00	6.48
			***	Payment Total		6.48	0.00	6.48
Payment Number	1185046	Payment Date	01/09/24	Vendor	20685	LAKESHORE DAIRY INC	Status Issued	

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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	1185046	Payment Date	01/09/24	Vendor	20685	LAKESHORE DAIRY INC	Status	Issued
20685	00855755			IX	100 01/17/24	423.26	0.00	423.26
20685	00856035			IX	100 01/19/24	355.06	0.00	355.06
20685	00856357			IX	100 01/21/24	652.72	0.00	652.72
				***	Payment Total	1,431.04	0.00	1,431.04
Payment Number	1185047	Payment Date	01/09/24	Vendor	26576	LINDE GAS & EQUIPMENT INC.	Status	Issued
26576	40157224			IX	100 01/21/24	835.68	0.00	835.68
				***	Payment Total	835.68	0.00	835.68
Payment Number	1185048	Payment Date	01/09/24	Vendor	37413	MEALSUITE, INC. & SUBS	Status	Issued
37413	SIN019122			IX	100 02/01/24	99.00	0.00	99.00
				***	Payment Total	99.00	0.00	99.00
Payment Number	1185049	Payment Date	01/09/24	Vendor	42821	NOLAN, CRISTINA P.	Status	Issued
42821	EXP20231115			IX	100 01/03/24	50.00	0.00	50.00
				***	Payment Total	50.00	0.00	50.00
Payment Number	1185050	Payment Date	01/09/24	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status	Issued
39549	340457624001			IX	100 12/07/23	95.71	0.00	95.71
39549	340514783001			IX	100 12/07/23	297.62	0.00	297.62
39549	342806703001			IX	100 01/14/24	42.46	0.00	42.46
39549	343954964001			IX	100 01/06/24	15.99	0.00	15.99
39549	343958619001			IX	100 01/07/24	10.64	0.00	10.64
				***	Payment Total	462.42	0.00	462.42
Payment Number	1185051	Payment Date	01/09/24	Vendor	28804	PRESCRIPTION SUPPLY INC	Status	Issued
28804	3486510			IX	100 01/19/24	239.88	0.00	239.88
28804	3486511			IX	100 01/19/24	71.59	0.00	71.59
28804	3487892			IX	100 01/21/24	169.96	0.00	169.96
28804	3487915			IX	100 01/21/24	170.69	0.00	170.69
28804	3487916			IX	100 01/21/24	79.99	0.00	79.99
28804	3487917			IX	100 01/21/24	13.58	0.00	13.58
				***	Payment Total	745.69	0.00	745.69
Payment Number	1185052	Payment Date	01/09/24	Vendor	11409	PROFESSIONAL MEDICAL INC	Status	Issued
11409	2356358			IX	100 12/22/23	684.40	0.00	684.40
				***	Payment Total	684.40	0.00	684.40
Payment Number	1185053	Payment Date	01/09/24	Vendor	10750	STERICYCLE INC	Status	Issued
10750	8005752313			IX	100 01/30/24	137.28	0.00	137.28
10750	8005838819			IX	100 01/30/24	66.56	0.00	66.56
				***	Payment Total	203.84	0.00	203.84
Payment Number	1185054	Payment Date	01/09/24	Vendor	10555	SYSKO FOOD SERVICES-CHICAGO	Status	Issued
10555	624964141			IX	100 01/13/24	47.84	0.00	47.84
10555	624964143			IX	100 01/13/24	120.35	0.00	120.35
10555	624964144			IX	100 01/13/24	553.34	0.00	553.34
10555	624981465			IX	100 01/20/24	68.17	0.00	68.17

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Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD
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Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185054	Payment Date	01/09/24	Vendor	10555	SYSKO FOOD SERVICES-CHICAGO	Status	Issued
10555	624981468		IX 100	01/20/24		235.40	0.00	235.40
10555	624981470		IX 100	01/20/24		199.35	0.00	199.35
10555	624981473		IX 100	01/20/24		890.76	0.00	890.76
10555	624981474		IX 100	01/20/24		137.88	0.00	137.88
10555	624981475		IX 100	01/20/24		1,186.25	0.00	1,186.25
10555	624981476		IX 100	01/20/24		58.95	0.00	58.95
10555	624984584		IX 100	01/21/24		83.38	0.00	83.38
10555	624991123		IX 100	01/25/24		68.17	0.00	68.17
10555	624991125		IX 100	01/25/24		196.88	0.00	196.88
10555	624991126		IX 100	01/25/24		401.75	0.00	401.75
10555	624995261		IX 100	01/27/24		4,537.06	0.00	4,537.06
10555	624995263		IX 100	01/27/24		2,788.84	0.00	2,788.84
10555	724002781		IX 100	01/31/24		2,869.70	0.00	2,869.70
10555	724002784		IX 100	01/31/24		3,343.91	0.00	3,343.91
*** Payment Total						17,787.98	0.00	17,787.98
Payment Number	1185055	Payment Date	01/09/24	Vendor	36338	VALDES, LLC	Status	Issued
36338	72879	-999	IX 100	08/04/23		1,024.10-	0.00	1,024.10-
36338	72879	999A	IX 100	08/04/23		1,024.10	0.00	1,024.10
36338	78637		IX 100	12/27/23		532.35	0.00	532.35
*** Payment Total						532.35	0.00	532.35
*** Payment Code CHK Total						35,215.91	0.00	35,215.91
Payment Count						19		
*** Cash Code 1414 Total						45,897.45	0.00	45,897.45
Payment Count						20		
*** Pay Group 1200 USD Total						45,897.45	0.00	45,897.45
Payment Count						20		

Bank Account Payment History

AP255 Date: 01/09/24
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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: 010924 - 010924

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1400 JUDICIAL PAY GROUP USD Page 1
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Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530602	Payment Date	01/09/24	Vendor	12232	LOGICALIS	Status	Issued
12232 S155092				IX 101	01/30/24	5,415.73	0.00	5,415.73
				***	Payment Total	5,415.73	0.00	5,415.73
				***	Payment Code ACH Total	5,415.73	0.00	5,415.73
					Payment Count	1		

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1400 JUDICIAL PAY GROUP USD Page 2
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Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185056	Payment Date 01/09/24	Vendor 10009	AT&T MOBILITY	Status Issued				
10009 287306099963X12082023		IX 130 12/28/23	5,440.93	0.00			5,440.93	
		*** Payment Total	5,440.93	0.00			5,440.93	
Payment Number 1185057	Payment Date 01/09/24	Vendor 10382	IPCSA	Status Issued				
10382 1225		IX 130 01/05/24	4,500.00	0.00			4,500.00	
		*** Payment Total	4,500.00	0.00			4,500.00	
Payment Number 1185058	Payment Date 01/09/24	Vendor 37549	SCHOENBACH, KRISTIN	Status Issued				
37549 REIM.TRNG.120723.KS		IX 130 01/05/24	200.00	0.00			200.00	
		*** Payment Total	200.00	0.00			200.00	
Payment Number 1185059	Payment Date 01/09/24	Vendor 32774	TRITECH SOFTWARE SYSTEMS	Status Issued				
32774 400544		IX 103 02/02/24	32,812.50	0.00			32,812.50	
		*** Payment Total	32,812.50	0.00			32,812.50	
		*** Payment Code CHK Total	42,953.43	0.00			42,953.43	
		Payment Count	4					
		*** Cash Code 1414 Total	48,369.16	0.00			48,369.16	
		Payment Count	5					
		*** Pay Group 1400 USD Total	48,369.16	0.00			48,369.16	
		Payment Count	5					

Bank Account Payment History

AP255 Date: 01/09/24
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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: 010924 - 010924

Payment Numbers: -

Payment Code:

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 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530603	Payment Date	01/09/24	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	11D3-Y9RF-CXX3	IX	100	01/04/24		164.52	0.00	164.52
26753	11KK-LMM4-PCQG	IX	100	01/25/24		79.34	0.00	79.34
26753	1743-PJ1C-NVGP	IX	100	01/25/24		79.18	0.00	79.18
26753	1C1X-VK1C-9TMY	IX	100	01/14/24		22.97	0.00	22.97
26753	1CXG-KPTH-MJ4X	IX	100	01/12/24		28.78	0.00	28.78
26753	1D7G-PK4J-GNTK	IX	100	01/11/24		226.07	0.00	226.07
26753	1DQW-XL1P-N7V6	IX	100	01/12/24		89.79	0.00	89.79
26753	1FJX-CW6T-TMRP	IX	100	01/25/24		22.50	0.00	22.50
26753	1GDF-GNG3-1VGY	IX	100	01/06/24		36.29	0.00	36.29
26753	1GJP-6PTJ-KFPD	IX	100	01/04/24		75.25	0.00	75.25
26753	1GJP-6PTJ-V9VH	IX	100	01/05/24		45.45	0.00	45.45
26753	1HRQ-G3VF-DYVC	IX	100	01/04/24		111.07	0.00	111.07
26753	1JDJ-MW3P-LTPG	IX	100	01/12/24		125.98	0.00	125.98
26753	1L9K-RGTF-3G19	IX	100	01/20/24		121.82	0.00	121.82
26753	1QF9-NXL3-QD9W	IX	100	01/05/24		106.47	0.00	106.47
26753	1XNV-TF7K-N9NG	IX	100	01/12/24		41.34	0.00	41.34
26753	1XNW-CYYP-XDD4	IX	100	01/06/24		33.40	0.00	33.40
*** Payment Total						1,410.22	0.00	1,410.22
*** Payment Code ACH Total						1,410.22	0.00	1,410.22
Payment Count						1		

Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 12241 232550	1185060	Payment Date 01/09/24	Vendor 12241					
			IX 100 12/14/23			250.00	0.00	250.00
			*** Payment Total			250.00	0.00	250.00
Payment Number 11482 96267	1185061	Payment Date 01/09/24	Vendor 11482					
			IX 100 01/17/24			148.58	0.00	148.58
			*** Payment Total			148.58	0.00	148.58
Payment Number 11260 INV084184	1185062	Payment Date 01/09/24	Vendor 11260					
			IX 100 01/14/24			8,820.92	0.00	8,820.92
			*** Payment Total			8,820.92	0.00	8,820.92
Payment Number 10023 0403119237 122823	1185063	Payment Date 01/09/24	Vendor 10023					
			IX 100 01/27/24			102.86	0.00	102.86
			*** Payment Total			102.86	0.00	102.86
Payment Number 10023 0470793009 122223	1185064	Payment Date 01/09/24	Vendor 10023					
			IX 100 01/21/24			39.04	0.00	39.04
			*** Payment Total			39.04	0.00	39.04
Payment Number 10023 0470794006 122123	1185065	Payment Date 01/09/24	Vendor 10023					
			IX 100 01/20/24			45.91	0.00	45.91
			*** Payment Total			45.91	0.00	45.91
Payment Number 10023 0798148026 122223	1185066	Payment Date 01/09/24	Vendor 10023					
			IX 100 01/21/24			41.54	0.00	41.54
			*** Payment Total			41.54	0.00	41.54
Payment Number 10023 1303059208 122723	1185067	Payment Date 01/09/24	Vendor 10023					
			IX 100 01/26/24			189.71	0.00	189.71
			*** Payment Total			189.71	0.00	189.71
Payment Number 10023 4263028024 122923	1185068	Payment Date 01/09/24	Vendor 10023					
			IX 100 01/28/24			77.34	0.00	77.34
			*** Payment Total			77.34	0.00	77.34
Payment Number 10023 5652011094 122723	1185069	Payment Date 01/09/24	Vendor 10023					
			IX 100 01/26/24			89.06	0.00	89.06
			*** Payment Total			89.06	0.00	89.06
Payment Number 10023 6178051071 122123	1185070	Payment Date 01/09/24	Vendor 10023					
			IX 100 01/20/24			69.44	0.00	69.44
			*** Payment Total			69.44	0.00	69.44
Payment Number 10023 7177056019 010224	1185071	Payment Date 01/09/24	Vendor 10023					
			IX 100 02/01/24			55.25	0.00	55.25
			*** Payment Total			55.25	0.00	55.25
Payment Number	1185072	Payment Date 01/09/24	Vendor 11506					
						COMMERCIAL TIRE SERVICE INC	Status Issued	

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 Code CHK

Payment Date Range 01/09/24 thru 01/09/24
Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185072	Payment Date 01/09/24	Vendor 11506	COMMERCIAL TIRE SERVICE INC	Status Issued				
11506 2220084936		IX 100 01/19/24	1,567.50	0.00		1,567.50		
		*** Payment Total	1,567.50	0.00		1,567.50		
Payment Number 1185073	Payment Date 01/09/24	Vendor 20877	COMPASS MINERALS AMERICA	Status Issued				
20877 1263187		IX 100 01/07/24	56,040.20	0.00		56,040.20		
20877 1263932		IX 100 01/10/24	22,317.57	0.00		22,317.57		
		*** Payment Total	78,357.77	0.00		78,357.77		
Payment Number 1185074	Payment Date 01/09/24	Vendor 27603	CORE & MAIN LP	Status Issued				
27603 U055951		IX 100 01/06/24	80.37	0.00		80.37		
		*** Payment Total	80.37	0.00		80.37		
Payment Number 1185075	Payment Date 01/09/24	Vendor 12055	HERITAGE-CRYSTAL CLEAN LLC	Status Issued				
12055 18398877		IX 100 01/12/24	1,540.16	0.00		1,540.16		
		*** Payment Total	1,540.16	0.00		1,540.16		
Payment Number 1185076	Payment Date 01/09/24	Vendor 24920	JX ENTERPRISES, INC	Status Issued				
24920 25267583P		IX 100 10/12/23	10.06	0.00		10.06		
		*** Payment Total	10.06	0.00		10.06		
Payment Number 1185077	Payment Date 01/09/24	Vendor 10851	MENARDS - WEST CHICAGO	Status Issued				
10851 87534		IX 100 01/05/24	39.99	0.00		39.99		
10851 87891		IX 100 01/11/24	38.98	0.00		38.98		
		*** Payment Total	78.97	0.00		78.97		
Payment Number 1185078	Payment Date 01/09/24	Vendor 10055	MURPHY ACE HARDWARE	Status Issued				
10055 947585		IX 100 01/06/24	129.24	0.00		129.24		
10055 947829		IX 100 01/20/24	53.32	0.00		53.32		
		*** Payment Total	182.56	0.00		182.56		
Payment Number 1185079	Payment Date 01/09/24	Vendor 10803	NAPCO STEEL INC.	Status Issued				
10803 470721		IX 100 01/19/24	1,273.45	0.00		1,273.45		
		*** Payment Total	1,273.45	0.00		1,273.45		
Payment Number 1185080	Payment Date 01/09/24	Vendor 10034	ROYAL PIPE & SUPPLY CO.	Status Issued				
10034 S1587244.001		IX 100 11/26/23	644.76	0.00		644.76		
		*** Payment Total	644.76	0.00		644.76		
Payment Number 1185081	Payment Date 01/09/24	Vendor 13652	SISLER'S ICE INC	Status Issued				
13652 110000385		IX 100 01/18/24	74.75	0.00		74.75		
13652 207003981		IX 100 01/03/24	133.65	0.00		133.65		
		*** Payment Total	208.40	0.00		208.40		
Payment Number 1185082	Payment Date 01/09/24	Vendor 10849	STANDARD EQUIPMENT COMPANY	Status Issued				
10849 P47215		IX 100 01/10/24	192.35	0.00		192.35		
		*** Payment Total	192.35	0.00		192.35		
Payment Number 1185083	Payment Date 01/09/24	Vendor 10878	VERMEER-ILLINOIS INC	Status Issued				

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 4
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Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
 Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185083	Payment Date 01/09/24	Vendor 10878				VERMEER-ILLINOIS INC	Status Issued	
10878 PL2647		IX 100 01/07/24				3,449.58	0.00	3,449.58
		*** Payment Total				3,449.58	0.00	3,449.58
Payment Number 1185084	Payment Date 01/09/24	Vendor 10037				WHEATON SANITARY DISTRICT	Status Issued	
10037 036759-000 122223		IX 100 01/21/24				67.13	0.00	67.13
10037 036917-000 122223		IX 100 01/21/24				134.79	0.00	134.79
		*** Payment Total				201.92	0.00	201.92
		*** Payment Code CHK Total				97,717.50	0.00	97,717.50
		Payment Count				25		
		*** Cash Code 1414 Total				99,127.72	0.00	99,127.72
		Payment Count				26		
		*** Pay Group 1500 USD Total				99,127.72	0.00	99,127.72
		Payment Count				26		

Bank Account Payment History

AP255 Date: 01/09/24
Time: 13:21

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: 010924 - 010924

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/09/24
Time 13:21

Pay Group 1600 CONSERV & RECREATION PAY GROUP USD
Bank Account Payment History

Page 1

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185085	Payment Date	01/09/24	Vendor	10008	AT&T	Status	Issued
10008	630295858612	2023	IX	100	01/03/24	55.16	0.00	55.16
10008	630668216112	2023	IX	100	01/09/24	80.27	0.00	80.27
10008	630963477312	2023	IX	100	01/18/24	53.14	0.00	53.14
10008	630963875112	2023	IX	100	01/18/24	89.28	0.00	89.28
10008	630963875212	2023	IX	100	01/18/24	97.83	0.00	97.83
10008	630963875412	2023	IX	100	01/18/24	78.14	0.00	78.14
10008	630964095312	2023	IX	100	01/06/24	51.65	0.00	51.65
*** Payment Total						505.47	0.00	505.47
Payment Number	1185086	Payment Date	01/09/24	Vendor	10737	KANE-DUPAGE SOIL AND WATER	Status	Issued
10737	FY23-143		IX	100	02/02/24	385.00	0.00	385.00
*** Payment Total						385.00	0.00	385.00
Payment Number	1185087	Payment Date	01/09/24	Vendor	10851	MENARDS - GLENDALE HEIGHTS	Status	Issued
10851	25575		IX	100	01/10/24	57.98	0.00	57.98
10851	25651		IX	100	01/11/24	41.44	0.00	41.44
*** Payment Total						99.42	0.00	99.42
Payment Number	1185088	Payment Date	01/09/24	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status	Issued
39549	345873506001		IX	100	01/10/24	44.97	0.00	44.97
*** Payment Total						44.97	0.00	44.97
Payment Number	1185089	Payment Date	01/09/24	Vendor	10369	PADDOCK PUBLICATIONS INC	Status	Issued
10369	271320		IX	100	12/18/23	108.10	0.00	108.10
*** Payment Total						108.10	0.00	108.10
Payment Number	1185090	Payment Date	01/09/24	Vendor	10638	THE CONSERVATION FOUNDATION	Status	Issued
10638	13227		IX	100	01/14/24	4,140.00	0.00	4,140.00
*** Payment Total						4,140.00	0.00	4,140.00
*** Payment Code CHK Total						5,282.96	0.00	5,282.96
Payment Count						6		
*** Cash Code 1414 Total						5,282.96	0.00	5,282.96
Payment Count						6		
*** Pay Group 1600 USD Total						5,282.96	0.00	5,282.96
Payment Count						6		

Bank Account Payment History

AP255 Date: 01/09/24
Time: 13:21

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: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1
Time 13:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530604	Payment Date	01/09/24	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667	MW24778			IX	100 12/02/23	1,656.15	0.00	1,656.15
				***	Payment Total	1,656.15	0.00	1,656.15
Payment Number	530605	Payment Date	01/09/24	Vendor	11424	DUPAGE WATER COMMISSION	Status	Issued
11424	01-0900-00 123123			IX	100 01/30/24	69,671.14	0.00	69,671.14
				***	Payment Total	69,671.14	0.00	69,671.14
				***	Payment Code ACH Total	71,327.29	0.00	71,327.29
					Payment Count	2		

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 2
Time 13:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 12913 183932	1185091	Payment Date 01/09/24	Vendor 12913 IX 100 11/10/23			ADDISON ELECTRIC 181.52	Status Issued 0.00	181.52
			*** Payment Total			181.52	0.00	181.52
Payment Number 41480 W1617580	1185092	Payment Date 01/09/24	Vendor 41480 IX 100 01/20/24			AL WARREN OIL CO INC 20,425.75	Status Issued 0.00	20,425.75
			*** Payment Total			20,425.75	0.00	20,425.75
Payment Number 39176 20070862	1185093	Payment Date 01/09/24	Vendor 39176 IX 100 12/10/23			SHEFFIELD SAFETY & LOSS 4,725.00	Status Issued 0.00	4,725.00
			*** Payment Total			4,725.00	0.00	4,725.00
Payment Number 10849 P46894	1185094	Payment Date 01/09/24	Vendor 10849 IX 100 12/21/23			STANDARD EQUIPMENT COMPANY 2,484.29	Status Issued 0.00	2,484.29
			*** Payment Total			2,484.29	0.00	2,484.29
Payment Number 19083 2023-00000208	1185095	Payment Date 01/09/24	Vendor 19083 IX 100 01/27/24			VILLAGE OF LOMBARD 5,039.61	Status Issued 0.00	5,039.61
			*** Payment Total			5,039.61	0.00	5,039.61
			*** Payment Code CHK Total			32,856.17	0.00	32,856.17
			Payment Count			5		
			*** Cash Code 1414 Total			104,183.46	0.00	104,183.46
			Payment Count			7		
			*** Pay Group 2000 USD Total			104,183.46	0.00	104,183.46
			Payment Count			7		

Bank Account Payment History

AP255 Date: 01/09/24
Time: 13:21

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: 010924 - 010924

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/09/24
Time 13:21

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

Page 1

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530606	Payment Date	01/09/24	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667 NL19930				IX 105	01/05/24	2,789.91	0.00	2,789.91
		*** Payment Total				2,789.91	0.00	2,789.91
Payment Number	530607	Payment Date	01/09/24	Vendor	29280	DAVIS, ANNIE MARIE	Status	Issued
29280 EXP20231109				IX 105	01/05/24	365.24	0.00	365.24
		*** Payment Total				365.24	0.00	365.24
Payment Number	530608	Payment Date	01/09/24	Vendor	12495	HOPE FAIR HOUSING CENTER	Status	Issued
12495 CD23#5				IX 103	02/04/24	3,493.74	0.00	3,493.74
		*** Payment Total				3,493.74	0.00	3,493.74
Payment Number	530609	Payment Date	01/09/24	Vendor	18613	WHITE, SANDRA K	Status	Issued
18613 103023-113023.DC				IX 104	01/12/24	105.00	0.00	105.00
		*** Payment Total				105.00	0.00	105.00
		*** Payment Code ACH Total				6,753.89	0.00	6,753.89
		Payment Count				4		

Bank Account Payment History

AP255 Date 01/09/24
Time 13:21

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

Page 2

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185096	Payment Date 01/09/24	Vendor 40972	2525 CABOT DRIVE LLC	Status Issued				
40972 RENT-JAN24		IX 105 01/20/24	25,852.77	0.00	25,852.77			
		*** Payment Total	25,852.77	0.00	25,852.77			
Payment Number 1185097	Payment Date 01/09/24	Vendor 10008	AT&T	Status Issued				
10008 2854435805		IX 105 01/18/24	399.25	0.00	399.25			
		*** Payment Total	399.25	0.00	399.25			
Payment Number 1185098	Payment Date 01/09/24	Vendor 30611	BUTCHER, MEGHAN	Status Issued				
30611 121423 122823		IX 202 12/29/23	417.86	0.00	417.86			
		*** Payment Total	417.86	0.00	417.86			
Payment Number 1185099	Payment Date 01/09/24	Vendor 39914	HIGHTOWER, DIANA	Status Issued				
39914 121823 122123		IX 207 01/29/24	720.00	0.00	720.00			
		*** Payment Total	720.00	0.00	720.00			
Payment Number 1185100	Payment Date 01/09/24	Vendor 29993	LAWS, MERCEDES A	Status Issued				
29993 121223 122223		IX 202 12/29/23	983.20	0.00	983.20			
		*** Payment Total	983.20	0.00	983.20			
Payment Number 1185101	Payment Date 01/09/24	Vendor 20683	MUSIC SPEAKS, LLC	Status Issued				
20683 12749		IX 301 02/03/24	2,553.63	0.00	2,553.63			
		*** Payment Total	2,553.63	0.00	2,553.63			
Payment Number 1185102	Payment Date 01/09/24	Vendor 39549	ODP BUSINESS SOLUTIONS, LLC	Status Issued				
39549 340499653001		IX 101 01/04/24	9.41	0.00	9.41			
		*** Payment Total	9.41	0.00	9.41			
Payment Number 1185103	Payment Date 01/09/24	Vendor 11831	PACE SUBURBAN BUS	Status Issued				
11831 629595		IX 101 01/04/24	10,339.64	0.00	10,339.64			
11831 629707		IX 101 01/04/24	16,612.61	0.00	16,612.61			
		*** Payment Total	26,952.25	0.00	26,952.25			
Payment Number 1185104	Payment Date 01/09/24	Vendor 11772	ULINE	Status Issued				
11772 172120729		IX 101 01/12/24	4,602.79	0.00	4,602.79			
		*** Payment Total	4,602.79	0.00	4,602.79			
Payment Number 1185105	Payment Date 01/09/24	Vendor 10517	VILLAGE OF VILLA PARK	Status Issued				
10517 CD22-02#1		IX 103 02/07/24	367,220.37	0.00	367,220.37			
		*** Payment Total	367,220.37	0.00	367,220.37			
		*** Payment Code CHK Total	429,711.53	0.00	429,711.53			
		Payment Count	10					
		*** Cash Code 1414 Total	436,465.42	0.00	436,465.42			
		Payment Count	14					

Bank Account Payment History

AP255 Date 01/09/24
Time 13:21

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

Page 3

*** Pay Group 5000 USD	Total	436,465.42	0.00	436,465.42
	Payment Count	14		

Bank Account Payment History

AP255 Date: 01/09/24
Time: 13:21

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: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1
Time 13:21 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/09/24 thru 01/09/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530610	Payment Date	01/09/24	Vendor	30232	ROBINSON ENGINEERING LTD	Status	Issued
30232 23110148				IX 100	12/14/23	1,025.61	0.00	1,025.61
		*** Payment Total				1,025.61	0.00	1,025.61
Payment Number	530611	Payment Date	01/09/24	Vendor	10802	V3 COMPANIES, LTD	Status	Issued
10802 1123199R				IX 100	01/04/24	1,887.12	0.00	1,887.12
		*** Payment Total				1,887.12	0.00	1,887.12
Payment Number	530612	Payment Date	01/09/24	Vendor	26311	WIGHT CONSTRUCTION SERVICES	Status	Issued
26311 220043-29				IX 100	11/30/23	887,640.56	0.00	887,640.56
		*** Payment Total				887,640.56	0.00	887,640.56
		*** Payment Code ACH Total				890,553.29	0.00	890,553.29
		Payment Count				3		
		*** Cash Code 1414 Total				890,553.29	0.00	890,553.29
		Payment Count				3		
		*** Pay Group 6000 USD Total				890,553.29	0.00	890,553.29
		Payment Count				3		



Payment of Claims

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

File #: 24-0394

Agenda Date: 1/23/2024

Agenda #: 8.D.

Bank Account Payment History

AP255 Date: 01/12/24
Time: 13:25

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: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 1
Time 13:26 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 11557 010324	530613 Payment Date 01/12/24 010924	Vendor 11557	IX 100	01/10/24		1,020.00	0.00	1,020.00
		*** Payment Total				1,020.00	0.00	1,020.00
Payment Number 26753 1FJX-CW6T-TM9T	530614 Payment Date 01/12/24 26753 1HP4-CYGK-NJQ9	Vendor 26753	IX 100	01/25/24		54.43	0.00	54.43
		IX 100		02/07/24		150.01	0.00	150.01
		*** Payment Total				204.44	0.00	204.44
Payment Number 22420 122823	530615 Payment Date 01/12/24	Vendor 22420	IX 100	01/27/24		116.00	0.00	116.00
		*** Payment Total				116.00	0.00	116.00
Payment Number 10667 NM56405	530616 Payment Date 01/12/24	Vendor 10667	IX 100	01/07/24		99.84	0.00	99.84
		*** Payment Total				99.84	0.00	99.84
Payment Number 19717 CK6455	530617 Payment Date 01/12/24	Vendor 19717	IX 100	01/18/24		18.00	0.00	18.00
		*** Payment Total				18.00	0.00	18.00
Payment Number 34123 2022DT1686	530618 Payment Date 01/12/24 12152023	Vendor 34123	IX 100	02/07/24		48.00	0.00	48.00
		*** Payment Total				48.00	0.00	48.00
Payment Number 31472 2022CF926	530619 Payment Date 01/12/24 12122023	Vendor 31472	IX 100	02/07/24		152.00	0.00	152.00
		*** Payment Total				152.00	0.00	152.00
Payment Number 30578 2022CF2156	530620 Payment Date 01/12/24 12122023	Vendor 30578	IX 100	02/08/24		104.00	0.00	104.00
		*** Payment Total				104.00	0.00	104.00
Payment Number 30578 1524	530621 Payment Date 01/12/24	Vendor 30578	IX 100	02/04/24		136.00	0.00	136.00
		*** Payment Total				136.00	0.00	136.00
Payment Number 19499 258469	530622 Payment Date 01/12/24	Vendor 19499	IX 100	01/31/24		178.85	0.00	178.85
		*** Payment Total				178.85	0.00	178.85
Payment Number 22296 2022DT2113	530623 Payment Date 01/12/24 11282023	Vendor 22296	IX 100	02/07/24		28.00	0.00	28.00
		*** Payment Total				28.00	0.00	28.00
Payment Number 26550 2018CF71	530624 Payment Date 01/12/24 01202023	Vendor 26550	IX 100	01/06/24		280.00	0.00	280.00
		*** Payment Total				280.00	0.00	280.00

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2
Time 13:26 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530625	Payment Date	01/12/24	Vendor	11714	NOVAK, LISA	Status	Issued
11714	GJ12-12-23			IX 100	01/25/24	733.00	0.00	733.00
				***	Payment Total	733.00	0.00	733.00
Payment Number	530626	Payment Date	01/12/24	Vendor	14308	PUBLIC SAFETY DIRECT INC	Status	Issued
14308	102727			IX 100	01/14/24	8,537.29	0.00	8,537.29
				***	Payment Total	8,537.29	0.00	8,537.29
Payment Number	530627	Payment Date	01/12/24	Vendor	12313	SULLIVAN, ANTHONY	Status	Issued
12313	122723 010924			IX 100	01/10/24	595.00	0.00	595.00
				***	Payment Total	595.00	0.00	595.00
				***	Payment Code ACH Total	12,250.42	0.00	12,250.42
					Payment Count	15		

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3
Time 13:26 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 24486 101446	1185111	Payment Date 01/12/24	Vendor 24486	IX 100 01/26/24		AED PROFESSIONALS 3,899.00	Status Issued 0.00	3,899.00
			*** Payment Total			3,899.00	0.00	3,899.00
Payment Number 10671 176439	1185112	Payment Date 01/12/24	Vendor 10671	IX 100 02/02/24		ALPHAGRAPHS 323.38	Status Issued 0.00	323.38
			*** Payment Total			323.38	0.00	323.38
Payment Number 22435 1031280733	1185113	Payment Date 01/12/24	Vendor 22435	IX 100 12/15/23		ASHLAND DOOR SOLUTIONS LLC 102.00	Status Issued 0.00	102.00
			*** Payment Total			102.00	0.00	102.00
Payment Number 10008 630260168912 2023 10008 7696274809 2023	1185114	Payment Date 01/12/24	Vendor 10008	IX 100 12/31/23		AT&T 348.52	Status Issued 0.00	348.52
			IX 100 01/06/24			308.07	0.00	308.07
			*** Payment Total			656.59	0.00	656.59
Payment Number 43160 MIL20231205	1185115	Payment Date 01/12/24	Vendor 43160	IX 100 01/02/24		ATKINSON, NIKOLAOS 66.81	Status Issued 0.00	66.81
			*** Payment Total			66.81	0.00	66.81
Payment Number 29579 SAGJ122123	1185116	Payment Date 01/12/24	Vendor 29579	IX 100 01/08/24		AUSTIN, SUZANNE 655.00	Status Issued 0.00	655.00
			*** Payment Total			655.00	0.00	655.00
Payment Number 43183 MIL20231207	1185117	Payment Date 01/12/24	Vendor 43183	IX 100 01/02/24		CARDOSI, LINDSAY 66.81	Status Issued 0.00	66.81
			*** Payment Total			66.81	0.00	66.81
Payment Number 10610 419652 020724	1185118	Payment Date 01/12/24	Vendor 10610	IX 100 02/07/24		CHICAGO SUN-TIMES 671.98	Status Issued 0.00	671.98
			*** Payment Total			671.98	0.00	671.98
Payment Number 10574 70066478 120923	1185119	Payment Date 01/12/24	Vendor 10574	IX 100 01/08/24		CHICAGO TRIBUNE 1,332.21	Status Issued 0.00	1,332.21
			*** Payment Total			1,332.21	0.00	1,332.21
Payment Number 38426 TRV20240104	1185120	Payment Date 01/12/24	Vendor 38426	IX 100 01/10/24		CHIRAYIL, MEETU G. 42.95	Status Issued 0.00	42.95
			*** Payment Total			42.95	0.00	42.95
Payment Number 12628 010824 12628 120123A	1185121	Payment Date 01/12/24	Vendor 12628	IX 100 02/07/24		CHOOSE DUPAGE 34,311.00	Status Issued 0.00	34,311.00
			IX 100 12/31/23			34,311.00	0.00	34,311.00
			*** Payment Total			68,622.00	0.00	68,622.00
Payment Number 42758 2021CF896 01092024	1185122	Payment Date 01/12/24	Vendor 42758	IX 100 02/08/24		COOPER, CHRISTOFER J 1,600.00	Status Issued 0.00	1,600.00

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 4
Time 13:26 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185122	Payment Date	01/12/24	Vendor	42758	COOPER, CHRISTOFER J	Status	Issued
				***	Payment Total	1,600.00	0.00	1,600.00
Payment Number	1185123	Payment Date	01/12/24	Vendor	12097	CIOX HEALTH	Status	Issued
	12097 0439175724			IX	100 12/20/23	59.85	0.00	59.85
	12097 0440833957			IX	100 01/04/24	34.47	0.00	34.47
				***	Payment Total	94.32	0.00	94.32
Payment Number	1185124	Payment Date	01/12/24	Vendor	12097	CIOX HEALTH LLC	Status	Issued
	12097 0439218889			IX	100 12/20/23	106.17	0.00	106.17
	12097 0440665703			IX	100 01/03/24	87.00	0.00	87.00
	12097 0442397954			IX	100 01/18/24	98.37	0.00	98.37
	12097 0443374501			IX	100 01/27/24	98.97	0.00	98.97
				***	Payment Total	390.51	0.00	390.51
Payment Number	1185125	Payment Date	01/12/24	Vendor	10873	CUMMINS ALLISON	Status	Issued
	10873 1454845			IX	100 01/12/24	745.44	0.00	745.44
				***	Payment Total	745.44	0.00	745.44
Payment Number	1185126	Payment Date	01/12/24	Vendor	43313	DAVI, EVAN	Status	Issued
	43313 MIL20231206			IX	100 01/03/24	53.19	0.00	53.19
				***	Payment Total	53.19	0.00	53.19
Payment Number	1185127	Payment Date	01/12/24	Vendor	10850	DELL MARKETING LP	Status	Issued
	10850 10712626782			IX	100 12/21/23	1,259,737.41	0.00	1,259,737.41
				***	Payment Total	1,259,737.41	0.00	1,259,737.41
Payment Number	1185128	Payment Date	01/12/24	Vendor	34625	DOCU-SHRED, INC	Status	Issued
	34625 50743			IX	100 11/17/23	165.00	0.00	165.00
	34625 50992			IX	100 01/26/24	220.00	0.00	220.00
				***	Payment Total	385.00	0.00	385.00
Payment Number	1185129	Payment Date	01/12/24	Vendor	11348	DUPAGE FEDERATION ON HUMAN	Status	Issued
	11348 9588			IX	100 01/09/24	1,293.15	0.00	1,293.15
	11348 9588A			IX	100 01/09/24	270.00	0.00	270.00
	11348 9590			IX	100 01/09/24	1,059.43	0.00	1,059.43
				***	Payment Total	2,622.58	0.00	2,622.58
Payment Number	1185130	Payment Date	01/12/24	Vendor	42804	FBI-LEEDA INC.	Status	Issued
	42804 200098239			IX	100 02/03/24	795.00	0.00	795.00
				***	Payment Total	795.00	0.00	795.00
Payment Number	1185131	Payment Date	01/12/24	Vendor	11196	FEDEX	Status	Issued
	11196 8-353-88629			IX	100 01/19/24	106.07	0.00	106.07
	11196 8-360-80847			IX	100 01/26/24	21.40	0.00	21.40
				***	Payment Total	127.47	0.00	127.47
Payment Number	1185132	Payment Date	01/12/24	Vendor	22752	GREAT AMERICA NETWORKS CONF	Status	Issued
	22752 57113			IX	100 01/31/24	24.69	0.00	24.69

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 5
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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185132	Payment Date	01/12/24	Vendor	22752	GREAT AMERICA NETWORKS CONF	Status Issued	
				***	Payment Total	24.69	0.00	24.69
Payment Number	1185133	Payment Date	01/12/24	Vendor	13058	ILLINOIS HOMICIDE	Status Issued	
13058	2023A174			IX 100	01/08/24	650.00	0.00	650.00
				***	Payment Total	650.00	0.00	650.00
Payment Number	1185134	Payment Date	01/12/24	Vendor	29263	ILLINOIS STATE ASSOCIATION OF	Status Issued	
29263	010324-07			IX 100	02/02/24	28,820.00	0.00	28,820.00
				***	Payment Total	28,820.00	0.00	28,820.00
Payment Number	1185135	Payment Date	01/12/24	Vendor	12961	LAW OFFICES OF WILLIAM G.	Status Issued	
12961	JANUARY 2024			IX 100	02/03/24	3,918.00	0.00	3,918.00
				***	Payment Total	3,918.00	0.00	3,918.00
Payment Number	1185136	Payment Date	01/12/24	Vendor	43074	LIVERGOOD, SARAH	Status Issued	
43074	MIL20231204			IX 100	01/02/24	126.09	0.00	126.09
				***	Payment Total	126.09	0.00	126.09
Payment Number	1185137	Payment Date	01/12/24	Vendor	10287	MATTHEW BENDER & COMPANY INC	Status Issued	
10287	39130762			IX 100	01/30/24	144.43	0.00	144.43
				***	Payment Total	144.43	0.00	144.43
Payment Number	1185138	Payment Date	01/12/24	Vendor	30293	MCANALLY, JOHN	Status Issued	
30293	EXP20240105			IX 100	01/09/24	79.00	0.00	79.00
				***	Payment Total	79.00	0.00	79.00
Payment Number	1185139	Payment Date	01/12/24	Vendor	10115	MOTOROLA SOLUTIONS INC	Status Issued	
10115	8281798730			IX 100	02/04/24	516.40	0.00	516.40
				***	Payment Total	516.40	0.00	516.40
Payment Number	1185140	Payment Date	01/12/24	Vendor	28996	NASER, EVA Y	Status Issued	
28996	495			IX 100	02/07/24	236.33	0.00	236.33
				***	Payment Total	236.33	0.00	236.33
Payment Number	1185141	Payment Date	01/12/24	Vendor	39549	ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	341224664001			IX 100	12/30/23	30.98	0.00	30.98
39549	342537240001			IX 100	01/06/24	253.04	0.00	253.04
				***	Payment Total	284.02	0.00	284.02
Payment Number	1185142	Payment Date	01/12/24	Vendor	29508	OKUNSKAYA, TATIANA	Status Issued	
29508	2024 #3			IX 100	02/03/24	299.50	0.00	299.50
29508	2024 #4			IX 100	02/04/24	159.50	0.00	159.50
				***	Payment Total	459.00	0.00	459.00
Payment Number	1185143	Payment Date	01/12/24	Vendor	30134	PTS COMMUNICATIONS	Status Issued	
30134	2116062			IX 100	01/20/24	340.00	0.00	340.00
				***	Payment Total	340.00	0.00	340.00

Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185144	Payment Date 01/12/24	Vendor 23985	RELX INC	Status Issued				
23985 3094852479		IX 100 01/30/24	900.00	0.00	900.00			
		*** Payment Total	900.00	0.00	900.00			
Payment Number 1185145	Payment Date 01/12/24	Vendor 39268	ROBERT M. GALATZER-LEVY, M.D.,	Status Issued				
39268 109899		IX 100 01/31/24	1,554.00	0.00	1,554.00			
		*** Payment Total	1,554.00	0.00	1,554.00			
Payment Number 1185146	Payment Date 01/12/24	Vendor 13049	SCANSTAT TECHNOLOGIES	Status Issued				
13049 6FC0B849A17C45ECB731		IX 100 01/06/24	66.29	0.00	66.29			
		*** Payment Total	66.29	0.00	66.29			
Payment Number 1185147	Payment Date 01/12/24	Vendor 10540	SECRETARY OF STATE	Status Issued				
10540 675093A-2024		IX 100 01/10/24	8.00	0.00	8.00			
		*** Payment Total	8.00	0.00	8.00			
Payment Number 1185148	Payment Date 01/12/24	Vendor 43305	SEGOVIANO, JOHN PAUL	Status Issued				
43305 EXP20231226		IX 100 12/28/23	121.00	0.00	121.00			
		*** Payment Total	121.00	0.00	121.00			
Payment Number 1185149	Payment Date 01/12/24	Vendor 30382	T-MOBILE USA INC	Status Issued				
30382 9554946058		IX 100 01/20/24	100.00	0.00	100.00			
30382 9555495333		IX 100 01/26/24	25.00	0.00	25.00			
		*** Payment Total	125.00	0.00	125.00			
Payment Number 1185150	Payment Date 01/12/24	Vendor 11169	THOMSON REUTERS-WEST	Status Issued				
11169 849487094		IX 100 01/31/24	2,699.94	0.00	2,699.94			
11169 849576030		IX 100 01/31/24	845.69	0.00	845.69			
11169 849577672		IX 100 01/31/24	2,426.80	0.00	2,426.80			
		*** Payment Total	5,972.43	0.00	5,972.43			
Payment Number 1185151	Payment Date 01/12/24	Vendor 10180	TRANE US INC	Status Issued				
10180 314155625		IX 100 01/04/24	10,918.75	0.00	10,918.75			
		*** Payment Total	10,918.75	0.00	10,918.75			
Payment Number 1185152	Payment Date 01/12/24	Vendor 13861	TRANSUNION RISK AND	Status Issued				
13861 382505-202312-1		IX 100 01/05/24	75.00	0.00	75.00			
13861 6464310 -202312-1		IX 100 01/31/24	123.00	0.00	123.00			
13861 794284-202312-1		IX 100 01/31/24	351.40	0.00	351.40			
		*** Payment Total	549.40	0.00	549.40			
Payment Number 1185153	Payment Date 01/12/24	Vendor 22295	UNIVERSITY OF LOUISVILLE	Status Issued				
22295 SPI-924G24-32		IX 100 02/04/24	1,425.00	0.00	1,425.00			
		*** Payment Total	1,425.00	0.00	1,425.00			
Payment Number 1185154	Payment Date 01/12/24	Vendor 10228	VILLAGE OF GLENDALE HEIGHTS	Status Issued				
10228 19545		IX 100 12/31/23	5,938.60	0.00	5,938.60			
		*** Payment Total	5,938.60	0.00	5,938.60			

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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	1185155	Payment Date	01/12/24	Vendor	37738	WHITE, WILLIAM F	Status	Issued	
37738	EXP20240108			IX 100	01/10/24	300.00	0.00	300.00	
				***	Payment Total	300.00	0.00	300.00	
Payment Number	1185156	Payment Date	01/12/24	Vendor	18066	YORK, JEFF	Status	Issued	
18066	EXP20231227			IX 100	01/26/24	9.60	0.00	9.60	
				***	Payment Total	9.60	0.00	9.60	
		***	Payment Code	CHK	Total	1,406,475.68	0.00	1,406,475.68	
			Payment	Count		46			
		***	Cash Code	1414	Total	1,418,726.10	0.00	1,418,726.10	
			Payment	Count		61			
		***	Pay Group	1000	USD	Total	1,418,726.10	0.00	1,418,726.10
			Payment	Count		61			

Bank Account Payment History

AP255 Date: 01/12/24
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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: 011224 - 011224

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530628	Payment Date	01/12/24	Vendor	40697	BRINKS INCORPORATED	Status	Issued
40697 12507815				IX 160	01/31/24	300.77	0.00	300.77
40697 6246634				IX 160	01/30/24	7.74	0.00	7.74
				*** Payment Total		308.51	0.00	308.51
				*** Payment Code ACH Total		308.51	0.00	308.51
				Payment Count		1		

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 2
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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185157	Payment Date	01/12/24	Vendor	12940	AMERICAN VETERINARY MEDICAL	Status	Issued
12940 56127 122023				IX 120	01/19/24	370.00	0.00	370.00
				***	Payment Total	370.00	0.00	370.00
Payment Number	1185158	Payment Date	01/12/24	Vendor	12628	CHOOSE DUPAGE	Status	Issued
12628 2023-26				IX 105	01/30/24	17,519.35	0.00	17,519.35
12628 2023-27				IX 105	01/30/24	1,693.42	0.00	1,693.42
12628 2023-28				IX 105	01/30/24	8,056.77	0.00	8,056.77
				***	Payment Total	27,269.54	0.00	27,269.54
Payment Number	1185159	Payment Date	01/12/24	Vendor	39918	COVETRUS NORTH AMERICA	Status	Issued
39918 AS74766				IX 120	08/30/23	203.88	0.00	203.88
39918 AU86211				IX 120	09/21/23	143.82	0.00	143.82
39918 AU87383				IX 120	09/21/23	692.98	0.00	692.98
				***	Payment Total	1,040.68	0.00	1,040.68
Payment Number	1185160	Payment Date	01/12/24	Vendor	43326	DUTTA, AMIT	Status	Issued
43326 T72956B				IX 170	02/10/24	250.00	0.00	250.00
				***	Payment Total	250.00	0.00	250.00
Payment Number	1185161	Payment Date	01/12/24	Vendor	13020	FIDLAR TECHNOLOGIES INC	Status	Issued
13020 0709036-IN				IX 150	12/30/23	3,863.04	0.00	3,863.04
				***	Payment Total	3,863.04	0.00	3,863.04
Payment Number	1185162	Payment Date	01/12/24	Vendor	14167	NORTHERN ILLINOIS ELEVATOR	Status	Issued
14167 1825				IX 170	01/20/24	46.00	0.00	46.00
				***	Payment Total	46.00	0.00	46.00
Payment Number	1185163	Payment Date	01/12/24	Vendor	13880	PNEU-DART INC	Status	Issued
13880 371314				IX 120	11/23/23	110.33	0.00	110.33
				***	Payment Total	110.33	0.00	110.33
Payment Number	1185164	Payment Date	01/12/24	Vendor	26603	ZOETIS US LLC	Status	Issued
26603 9022303042				IX 120	01/04/24	2,969.77	0.00	2,969.77
				***	Payment Total	2,969.77	0.00	2,969.77
				***	Payment Code CHK Total	35,919.36	0.00	35,919.36
					Payment Count	8		
				***	Cash Code 1414 Total	36,227.87	0.00	36,227.87
					Payment Count	9		
				***	Pay Group 1100 USD Total	36,227.87	0.00	36,227.87
					Payment Count	9		

Bank Account Payment History

AP255 Date: 01/12/24
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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: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185165	Payment Date	01/12/24	Vendor	27421	AHE/AHA	Status	Issued
27421	1800263			IX 100	12/31/23	165.00	0.00	165.00
				***	Payment Total	165.00	0.00	165.00
Payment Number	1185166	Payment Date	01/12/24	Vendor	10056	ALCO SALES & SERVICE CO.	Status	Issued
10056	2934256-IN			IX 100	01/14/24	1,951.00	0.00	1,951.00
				***	Payment Total	1,951.00	0.00	1,951.00
Payment Number	1185167	Payment Date	01/12/24	Vendor	10682	AMERISOURCEBERGEN DRUG CORP	Status	Issued
10682	3158981736			IX 100	01/26/24	39.66	0.00	39.66
				***	Payment Total	39.66	0.00	39.66
Payment Number	1185168	Payment Date	01/12/24	Vendor	43181	APPETIZE TECHNOLOGIES, LLC	Status	Issued
43181	41398			IX 100	10/01/23	1,338.55	0.00	1,338.55
43181	42511			IX 100	11/01/23	1,174.37	0.00	1,174.37
43181	43662			IX 100	12/01/23	1,176.65	0.00	1,176.65
43181	44907			IX 100	12/31/23	1,196.90	0.00	1,196.90
				***	Payment Total	4,886.47	0.00	4,886.47
Payment Number	1185169	Payment Date	01/12/24	Vendor	26602	CARDINAL HEALTH 110, LLC	Status	Issued
26602	7346493561			IX 100	01/25/24	30.60	0.00	30.60
26602	7346493562			IX 100	01/25/24	7.17	0.00	7.17
26602	7346493563			IX 100	01/25/24	76.20	0.00	76.20
26602	7346493564			IX 100	01/25/24	10.45	0.00	10.45
26602	7346493565			IX 100	01/25/24	127.22	0.00	127.22
26602	7346493566			IX 100	01/25/24	1,227.74	0.00	1,227.74
26602	7346493567			IX 100	01/25/24	4.58	0.00	4.58
26602	7346493568			IX 100	01/25/24	491.05	0.00	491.05
26602	7346854399			IX 100	01/26/24	2.22	0.00	2.22
26602	7346854400			IX 100	01/26/24	793.25	0.00	793.25
26602	7346854401			IX 100	01/26/24	33.30	0.00	33.30
26602	7346854586			IX 100	01/26/24	63.61	0.00	63.61
26602	7346854588			IX 100	01/26/24	22.95	0.00	22.95
26602	7346854590			IX 100	01/26/24	17.10	0.00	17.10
26602	7346854591			IX 100	01/26/24	33.35	0.00	33.35
26602	7346854594			IX 100	01/26/24	1,855.50	0.00	1,855.50
26602	7346854596			IX 100	01/26/24	17.66	0.00	17.66
26602	7346854597			IX 100	01/26/24	14.79	0.00	14.79
26602	7347098409			IX 100	01/27/24	429.10	0.00	429.10
26602	7347098410			IX 100	01/27/24	18.78	0.00	18.78
26602	7347098411			IX 100	01/27/24	178.56	0.00	178.56
26602	7347098412			IX 100	01/27/24	51.52	0.00	51.52
26602	7347098413			IX 100	01/27/24	66.09	0.00	66.09
26602	7347098414			IX 100	01/27/24	2,642.52	0.00	2,642.52
26602	7347379670			IX 100	01/28/24	7.62	0.00	7.62
26602	7347379671			IX 100	01/28/24	14.24	0.00	14.24
26602	7347379672			IX 100	01/28/24	6,959.55	0.00	6,959.55
26602	7347379673			IX 100	01/28/24	2.58	0.00	2.58
26602	7347379674			IX 100	01/28/24	6,730.28	0.00	6,730.28

Bank Account Payment History

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Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD
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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185169	Payment Date	01/12/24	Vendor	26602	CARDINAL HEALTH 110, LLC	Status	Issued
26602	7347380039		IX 100	01/28/24		2,078.65	0.00	2,078.65
26602	7347741159		IX 100	02/01/24		24.64	0.00	24.64
26602	7347741607		IX 100	02/01/24		906.92	0.00	906.92
26602	7347741611		IX 100	02/01/24		1.66	0.00	1.66
26602	7347741612		IX 100	02/01/24		6.86	0.00	6.86
26602	7347742017		IX 100	02/01/24		38.74	0.00	38.74
26602	7347742024		IX 100	02/01/24		55.28	0.00	55.28
26602	7348153781		IX 100	02/02/24		1,173.45	0.00	1,173.45
26602	7348153782		IX 100	02/02/24		266.34	0.00	266.34
26602	7348153784		IX 100	02/02/24		1,019.05	0.00	1,019.05
26602	7348153785		IX 100	02/02/24		559.04	0.00	559.04
26602	7348153786		IX 100	02/02/24		16.12	0.00	16.12
26602	7348154197		IX 100	02/02/24		15.24	0.00	15.24
26602	7348154198		IX 100	02/02/24		182.97	0.00	182.97
26602	7348154199		IX 100	02/02/24		9.21	0.00	9.21
26602	7348154200		IX 100	02/02/24		48.14	0.00	48.14
26602	7348154201		IX 100	02/02/24		178.56	0.00	178.56
26602	7348154202		IX 100	02/02/24		329.47	0.00	329.47
26602	7348154203		IX 100	02/02/24		5,008.72	0.00	5,008.72
26602	7348442330		IX 100	02/03/24		8.05	0.00	8.05
26602	7348442331		IX 100	02/03/24		3.46	0.00	3.46
26602	7348442332		IX 100	02/03/24		11.56	0.00	11.56
26602	7348442334		IX 100	02/03/24		5.58	0.00	5.58
26602	7348442336		IX 100	02/03/24		8.04	0.00	8.04
26602	7348442337		IX 100	02/03/24		4.50	0.00	4.50
26602	7348442339		IX 100	02/03/24		1,429.95	0.00	1,429.95
26602	7348443443		IX 100	02/03/24		7.62	0.00	7.62
26602	7348443450		IX 100	02/03/24		211.65	0.00	211.65
26602	7348443453		IX 100	02/03/24		2,783.82	0.00	2,783.82
26602	7348443455		IX 100	02/03/24		8.48	0.00	8.48
26602	7348443458		IX 100	02/03/24		29.44	0.00	29.44
26602	7348443466		IX 100	02/03/24		3,359.98	0.00	3,359.98
26602	7348443469		IX 100	02/03/24		43.84	0.00	43.84
26602	7348443472		IX 100	02/03/24		8.12	0.00	8.12
26602	7348724265		IX 100	02/04/24		87.68	0.00	87.68
26602	7348724266		IX 100	02/04/24		24.78	0.00	24.78
26602	7348724267		IX 100	02/04/24		42.06	0.00	42.06
*** Payment Total						41,927.25	0.00	41,927.25
Payment Number	1185170	Payment Date	01/12/24	Vendor	37577	ARRUSH INC	Status	Issued
37577	746		IX 100	12/30/23		494.00	0.00	494.00
37577	747		IX 100	01/30/24		312.00	0.00	312.00
*** Payment Total						806.00	0.00	806.00
Payment Number	1185171	Payment Date	01/12/24	Vendor	11348	DUPAGE FEDERATION ON HUMAN	Status	Issued
11348	9740		IX 100	01/10/24		466.20	0.00	466.20
*** Payment Total						466.20	0.00	466.20

Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185172	Payment Date 01/12/24	Vendor 11949	KENTWOOD OFFICE FURNITURE	Status Issued				
11949 319374-0		IX 100 12/30/23	1,521.50	0.00	1,521.50			
		*** Payment Total	1,521.50	0.00	1,521.50			
Payment Number 1185173	Payment Date 01/12/24	Vendor 10112	LEADINGAGE ILLINOIS	Status Issued				
10112 LSN 20240109		IX 100 02/08/24	480.00	0.00	480.00			
		*** Payment Total	480.00	0.00	480.00			
Payment Number 1185174	Payment Date 01/12/24	Vendor 18381	MANANGHAYA, MARITES	Status Issued				
18381 EXP20231129		IX 100 12/29/23	50.00	0.00	50.00			
		*** Payment Total	50.00	0.00	50.00			
Payment Number 1185175	Payment Date 01/12/24	Vendor 13962	MAXIM HEALTHCARE STAFFING	Status Issued				
13962 E11658590283		IX 100 01/13/24	8,972.25	0.00	8,972.25			
13962 E11723790283		IX 100 01/20/24	6,940.50	0.00	6,940.50			
13962 E11781110283		IX 100 01/27/24	7,722.75	0.00	7,722.75			
		*** Payment Total	23,635.50	0.00	23,635.50			
Payment Number 1185176	Payment Date 01/12/24	Vendor 30801	MCKESSON MEDICAL - SURGICAL	Status Issued				
30801 21424821		IX 100 01/03/24	489.20	0.00	489.20			
30801 21433906		IX 100 01/05/24	68.08	0.00	68.08			
30801 21442806		IX 100 01/06/24	2,533.10	0.00	2,533.10			
30801 21444862		IX 100 01/06/24	537.60	0.00	537.60			
30801 21461426		IX 100 01/11/24	1,532.27	0.00	1,532.27			
30801 21472725		IX 100 01/13/24	472.94	0.00	472.94			
30801 21491004		IX 100 01/18/24	1,481.36	0.00	1,481.36			
30801 21512352		IX 100 01/25/24	2,276.68	0.00	2,276.68			
30801 21521293		IX 100 01/27/24	1,744.98	0.00	1,744.98			
30801 21526215		IX 100 01/28/24	2,278.06	0.00	2,278.06			
		*** Payment Total	13,414.27	0.00	13,414.27			
Payment Number 1185177	Payment Date 01/12/24	Vendor 10299	MEDLINE INDUSTRIES INC	Status Issued				
10299 2299176964		IX 100 01/18/24	363.10	0.00	363.10			
		*** Payment Total	363.10	0.00	363.10			
Payment Number 1185178	Payment Date 01/12/24	Vendor 37419	NOVASTAFF HEALTHCARE SERVICES	Status Issued				
37419 NS64074		IX 100 01/13/24	5,322.00	0.00	5,322.00			
37419 NS64109		IX 100 01/27/24	6,644.50	0.00	6,644.50			
37419 NS64125		IX 100 02/03/24	6,322.25	0.00	6,322.25			
		*** Payment Total	18,288.75	0.00	18,288.75			
Payment Number 1185179	Payment Date 01/12/24	Vendor 39549	ODP BUSINESS SOLUTIONS, LLC	Status Issued				
39549 344867182001		IX 100 01/05/24	69.38	0.00	69.38			
		*** Payment Total	69.38	0.00	69.38			
Payment Number 1185180	Payment Date 01/12/24	Vendor 22183	PANTALEON, MARY LEE	Status Issued				
22183 EXP20231120		IX 100 01/05/24	50.00	0.00	50.00			
		*** Payment Total	50.00	0.00	50.00			

Bank Account Payment History

AP255 Date 01/12/24
Time 13:26

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 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185181	Payment Date	01/12/24	Vendor	38749	PERFORMANCE FOODSERVICE	Status	Issued
38749	5447805			IX	100 02/03/24	1,358.09	0.00	1,358.09
38749	5447806			IX	100 02/03/24	247.68	0.00	247.68
				***	Payment Total	1,605.77	0.00	1,605.77
Payment Number	1185182	Payment Date	01/12/24	Vendor	28804	PRESCRIPTION SUPPLY INC	Status	Issued
28804	3488835			IX	100 01/26/24	214.01	0.00	214.01
28804	3491306			IX	100 02/02/24	187.04	0.00	187.04
28804	3491307			IX	100 02/02/24	142.16	0.00	142.16
28804	3491308			IX	100 02/02/24	19.16	0.00	19.16
				***	Payment Total	562.37	0.00	562.37
Payment Number	1185183	Payment Date	01/12/24	Vendor	11409	PROFESSIONAL MEDICAL INC	Status	Issued
11409	2362513			IX	100 01/10/24	250.80	0.00	250.80
				***	Payment Total	250.80	0.00	250.80
Payment Number	1185184	Payment Date	01/12/24	Vendor	30134	PTS COMMUNICATIONS INC	Status	Issued
30134	2115892			IX	100 01/13/24	75.00	0.00	75.00
				***	Payment Total	75.00	0.00	75.00
Payment Number	1185185	Payment Date	01/12/24	Vendor	11800	PULMONARY EXCHANGE LTD	Status	Issued
11800	00058723			IX	100 01/30/24	1,860.00	0.00	1,860.00
				***	Payment Total	1,860.00	0.00	1,860.00
Payment Number	1185186	Payment Date	01/12/24	Vendor	31602	SECOND CHANCE CARDIAC	Status	Issued
31602	23-012-3656			IX	100 02/04/24	910.35	0.00	910.35
				***	Payment Total	910.35	0.00	910.35
Payment Number	1185187	Payment Date	01/12/24	Vendor	10555	SYSKO FOOD SERVICES-CHICAGO	Status	Issued
10555	624995262			IX	100 01/27/24	174.19	0.00	174.19
10555	624995264			IX	100 01/27/24	244.09	0.00	244.09
10555	624995265			IX	100 01/27/24	965.39	0.00	965.39
10555	624995266			IX	100 01/27/24	88.93	0.00	88.93
10555	624995267			IX	100 01/27/24	309.06	0.00	309.06
10555	624995268			IX	100 01/27/24	70.11	0.00	70.11
10555	624995269			IX	100 01/27/24	1,006.87	0.00	1,006.87
10555	624995270			IX	100 01/27/24	255.96	0.00	255.96
10555	624995642			IX	100 01/28/24	45.33	0.00	45.33
10555	624995726			IX	100 01/28/24	40.44	0.00	40.44
10555	724002044			IX	100 01/31/24	45.33	0.00	45.33
10555	724002782			IX	100 01/31/24	78.66	0.00	78.66
10555	724002783			IX	100 01/31/24	545.09	0.00	545.09
10555	724002785			IX	100 01/31/24	77.38	0.00	77.38
10555	724007772			IX	100 02/01/24	105.79	0.00	105.79
10555	724011584			IX	100 02/03/24	81.32	0.00	81.32
10555	724011586			IX	100 02/03/24	34.05	0.00	34.05
10555	724011588			IX	100 02/03/24	1,100.00	0.00	1,100.00
10555	724011589			IX	100 02/03/24	118.78	0.00	118.78
10555	724011590			IX	100 02/03/24	217.32	0.00	217.32

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 5
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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185187	Payment Date	01/12/24	Vendor	10555	SYSKO FOOD SERVICES-CHICAGO	Status	Issued
10555 724011980				IX 100	02/03/24	96.08	0.00	96.08
10555 724012171				IX 100	02/04/24	90.66	0.00	90.66
10555 724014806				IX 100	02/04/24	105.79	0.00	105.79
*** Payment Total						5,896.62	0.00	5,896.62
Payment Number	1185188	Payment Date	01/12/24	Vendor	11694	UNLIMITED ADVACARE INC	Status	Issued
11694 23121665				IX 100	01/30/24	4,674.06	0.00	4,674.06
*** Payment Total						4,674.06	0.00	4,674.06
*** Payment Code CHK Total						123,949.05	0.00	123,949.05
Payment Count						24		
*** Cash Code 1414 Total						123,949.05	0.00	123,949.05
Payment Count						24		
*** Pay Group 1200 USD Total						123,949.05	0.00	123,949.05
Payment Count						24		

Bank Account Payment History

AP255 Date: 01/12/24
Time: 13:26

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: 011224 - 011224

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1300 PUBLIC SAFETY PAY GROUP USD Page 1
Time 13:27 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 13469 102922	1185189	Payment Date 01/12/24	Vendor 13469	CLASSIC PLASTICS CORP	Status Issued			
			IX 120 01/19/24	1,062.00	0.00			1,062.00
			*** Payment Total	1,062.00	0.00			1,062.00
Payment Number 11196 8-360-86250	1185190	Payment Date 01/12/24	Vendor 11196	FEDEX	Status Issued			
			IX 120 01/05/24	63.17	0.00			63.17
			*** Payment Total	63.17	0.00			63.17
Payment Number 12543 RANG-DUP2024	1185191	Payment Date 01/12/24	Vendor 12543	KENDALL COUNTY SHERIFF	Status Issued			
			IX 103 02/04/24	500.00	0.00			500.00
			*** Payment Total	500.00	0.00			500.00
			*** Payment Code CHK Total	1,625.17	0.00			1,625.17
			Payment Count	3				
			*** Cash Code 1414 Total	1,625.17	0.00			1,625.17
			Payment Count	3				
			*** Pay Group 1300 USD Total	1,625.17	0.00			1,625.17
			Payment Count	3				

Bank Account Payment History

AP255 Date: 01/12/24
Time: 13:27

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: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1400 JUDICIAL PAY GROUP USD Page 1
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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530629	Payment Date	01/12/24	Vendor	14161	GRAHAM, KELLY	Status	Issued
14161	121723-122323.PB	IX	130	01/05/24		427.50	0.00	427.50
		***	Payment Total			427.50	0.00	427.50
Payment Number	530630	Payment Date	01/12/24	Vendor	12232	LOGICALIS	Status	Issued
12232	S155295	IX	101	02/04/24		1,146.52	0.00	1,146.52
12232	S155296	IX	101	02/04/24		2,375.60	0.00	2,375.60
12232	S155297	IX	101	02/04/24		3,250.00	0.00	3,250.00
		***	Payment Total			6,772.12	0.00	6,772.12
		***	Payment Code ACH Total			7,199.62	0.00	7,199.62
			Payment Count			2		

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1400 JUDICIAL PAY GROUP USD Page 2
Time 13:27 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 12701 2243806	1185192 Payment Date 01/12/24	Vendor 12701	IX 130	01/05/24		79.00	0.00	79.00
		ABEL SCREENING INC	***	Payment Total		79.00	0.00	79.00
Payment Number 29084 DST.AUTOWASH.NOV23	1185193 Payment Date 01/12/24	Vendor 29084	IX 131	12/07/23		17.00	0.00	17.00
		FULLERS CAR WASH OF GENEVA	***	Payment Total		17.00	0.00	17.00
Payment Number 41327 MIL.EXP.1202-1226.LG	1185194 Payment Date 01/12/24	Vendor 41327	IX 130	01/05/24		94.98	0.00	94.98
41327 MIL.EXP.122723.LG		GUIZAR, LUIS	IX 130	01/05/24		18.73	0.00	18.73
		***	***	Payment Total		113.71	0.00	113.71
Payment Number 10366 14457539 122523	1185195 Payment Date 01/12/24	Vendor 10366	IX 104	01/24/24		116.41	0.00	116.41
		HINCKLEY SPRINGS	***	Payment Total		116.41	0.00	116.41
Payment Number 29784 47668	1185196 Payment Date 01/12/24	Vendor 29784	IX 130	01/05/24		319.72	0.00	319.72
		LMC ENTERPRISES	***	Payment Total		319.72	0.00	319.72
Payment Number 24163 1327394-20231231	1185197 Payment Date 01/12/24	Vendor 24163	IX 130	01/05/24		200.00	0.00	200.00
		LEXISNEXIS RISK DATA	***	Payment Total		200.00	0.00	200.00
Payment Number 39549 345713632001	1185198 Payment Date 01/12/24	Vendor 39549	IX 130	01/05/24		242.36	0.00	242.36
39549 347338689001		ODP BUSINESS SOLUTIONS, LLC	IX 130	01/05/24		112.22	0.00	112.22
39549 347463249001			IX 130	01/05/24		358.60	0.00	358.60
39549 348249192001			IX 130	01/05/24		274.66	0.00	274.66
		***	***	Payment Total		987.84	0.00	987.84
Payment Number 27781 0305681223	1185199 Payment Date 01/12/24	Vendor 27781	IX 130	01/05/24		312.55	0.00	312.55
		PROPIO LS LLC	***	Payment Total		312.55	0.00	312.55
Payment Number 11539 012285202311	1185200 Payment Date 01/12/24	Vendor 11539	IX 130	01/05/24		254.96	0.00	254.96
		REDWOOD TOXICOLOGY LABORATORY	***	Payment Total		254.96	0.00	254.96
Payment Number 11539 814654	1185201 Payment Date 01/12/24	Vendor 11539	IX 130	01/05/24		116.81	0.00	116.81
		REDWOOD TOXICOLOGY LABORATORY,	***	Payment Total		116.81	0.00	116.81
Payment Number 41945 MIL.EXP.1204-1221.KV	1185202 Payment Date 01/12/24	Vendor 41945	IX 130	01/05/24		58.23	0.00	58.23
		VALDEZ, KARINA	***	Payment Total		58.23	0.00	58.23
Payment Number	1185203 Payment Date 01/12/24	Vendor 18643						
		WOLD, CARLENE						

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1400 JUDICIAL PAY GROUP USD Page 3
Time 13:27 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185203	Payment Date	01/12/24	Vendor	18643	WOLD, CARLENE	Status	Issued
18643	MIL.EXP.1205-1220.CW	IX	130	01/05/24		95.96	0.00	95.96
		***	Payment Total			95.96	0.00	95.96
		***	Payment Code CHK Total			2,672.19	0.00	2,672.19
			Payment Count			12		
		***	Cash Code 1414 Total			9,871.81	0.00	9,871.81
			Payment Count			14		
		***	Pay Group 1400 USD Total			9,871.81	0.00	9,871.81
			Payment Count			14		

Bank Account Payment History

AP255 Date: 01/12/24
Time: 13:27

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: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/12/24
Time 13:27

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 01/12/24 thru 01/12/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530631	Payment Date	01/12/24	Vendor	10843	K-FIVE CONSTRUCTION CORP	Status	Issued
10843	5823-PE14 FINAL			IX	101 01/03/24	219,850.57	0.00	219,850.57
				***	Payment Total	219,850.57	0.00	219,850.57
Payment Number	530632	Payment Date	01/12/24	Vendor	33036	PRECISE MRM LLC	Status	Issued
33036	IN200-1046225			IX	100 01/19/24	1,050.00	0.00	1,050.00
				***	Payment Total	1,050.00	0.00	1,050.00
Payment Number	530633	Payment Date	01/12/24	Vendor	10029	R W DUNTEMAN CO	Status	Issued
10029	6405-PE07			IX	101 12/06/23	111,775.61	0.00	111,775.61
10029	6409-PE06			IX	101 12/06/23	409,365.48	0.00	409,365.48
				***	Payment Total	521,141.09	0.00	521,141.09
Payment Number	530634	Payment Date	01/12/24	Vendor	13282	BCR AUTOMOTIVE GROUP LLC	Status	Issued
13282	152928			IX	100 01/07/24	197.80	0.00	197.80
13282	152979			IX	100 01/11/24	155.25	0.00	155.25
13282	152985			IX	100 01/06/24	19.98	0.00	19.98
13282	152990			IX	100 01/06/24	12.54	0.00	12.54
13282	153078			IX	100 01/10/24	118.75	0.00	118.75
13282	153163			IX	100 01/12/24	9.12	0.00	9.12
13282	153191			IX	100 01/17/24	480.49	0.00	480.49
13282	153216			IX	100 01/13/24	53.90	0.00	53.90
13282	153222			IX	100 01/14/24	.06	0.00	.06
13282	153278			IX	100 01/18/24	28.75	0.00	28.75
13282	153295			IX	100 01/17/24	70.25	0.00	70.25
13282	153296			IX	100 01/18/24	19.00	0.00	19.00
13282	153304			IX	100 01/18/24	96.35	0.00	96.35
13282	153306			IX	100 01/18/24	7.60	0.00	7.60
13282	153312			IX	100 01/17/24	206.94	0.00	206.94
13282	153319			IX	100 01/18/24	9.50	0.00	9.50
13282	153319-1			IX	100 01/19/24	19.00	0.00	19.00
13282	153351			IX	100 01/18/24	204.15	0.00	204.15
13282	153363			IX	100 01/20/24	36.38	0.00	36.38
13282	153364			IX	100 01/19/24	132.09	0.00	132.09
13282	153365			IX	100 01/20/24	427.52	0.00	427.52
13282	153370			IX	100 01/19/24	113.20	0.00	113.20
13282	153371			IX	100 01/19/24	118.33	0.00	118.33
13282	153401			IX	100 01/19/24	186.48	0.00	186.48
13282	153403			IX	100 01/19/24	58.46	0.00	58.46
13282	153444			IX	100 01/25/24	272.49	0.00	272.49
13282	153472			IX	100 01/27/24	59.47	0.00	59.47
13282	153489			IX	100 01/25/24	377.28	0.00	377.28
13282	153490			IX	100 01/26/24	85.72	0.00	85.72
13282	153494			IX	100 01/26/24	377.62	0.00	377.62
				***	Payment Total	3,954.47	0.00	3,954.47
*** Payment Code ACH Total						745,996.13	0.00	745,996.13
Payment Count						4		

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 2
Time 13:27 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185204	Payment Date 01/12/24	Vendor 41480	AL WARREN OIL CO INC	Status Issued				
41480 W1618089		IX 100 01/21/24	1,281.85	0.00		1,281.85		
		*** Payment Total	1,281.85	0.00		1,281.85		
Payment Number 1185205	Payment Date 01/12/24	Vendor 10008	AT&T	Status Issued				
10008 630653650512 2023		IX 100 01/21/24	57.43	0.00		57.43		
		*** Payment Total	57.43	0.00		57.43		
Payment Number 1185206	Payment Date 01/12/24	Vendor 10008	AT&T	Status Issued				
10008 630830229312 2023		IX 100 01/21/24	54.40	0.00		54.40		
		*** Payment Total	54.40	0.00		54.40		
Payment Number 1185207	Payment Date 01/12/24	Vendor 10008	AT&T	Status Issued				
10008 630499255612 2023		IX 100 01/21/24	46.64	0.00		46.64		
10008 630653192112 2023		IX 100 01/21/24	60.73	0.00		60.73		
		*** Payment Total	107.37	0.00		107.37		
Payment Number 1185208	Payment Date 01/12/24	Vendor 11260	AUTO TECH CENTERS INC.	Status Issued				
11260 INV084227		IX 100 01/14/24	699.96	0.00		699.96		
		*** Payment Total	699.96	0.00		699.96		
Payment Number 1185209	Payment Date 01/12/24	Vendor 11888	CHAMPION PACKAGING	Status Issued				
11888 609444		IX 100 12/29/23	2,843.80	0.00		2,843.80		
		*** Payment Total	2,843.80	0.00		2,843.80		
Payment Number 1185210	Payment Date 01/12/24	Vendor 10023	COM ED	Status Issued				
10023 1737014015 122723		IX 100 01/04/24	499.10	0.00		499.10		
		*** Payment Total	499.10	0.00		499.10		
Payment Number 1185211	Payment Date 01/12/24	Vendor 10023	COM ED	Status Issued				
10023 1823115001 122223		IX 100 01/21/24	317.08	0.00		317.08		
		*** Payment Total	317.08	0.00		317.08		
Payment Number 1185212	Payment Date 01/12/24	Vendor 10023	COM ED	Status Issued				
10023 2757085137 010324		IX 100 02/02/24	50.67	0.00		50.67		
		*** Payment Total	50.67	0.00		50.67		
Payment Number 1185213	Payment Date 01/12/24	Vendor 12444	COSTAR REALTY INFORMATION INC	Status Issued				
12444 120507771		IX 110 01/04/24	1,473.07	0.00		1,473.07		
		*** Payment Total	1,473.07	0.00		1,473.07		
Payment Number 1185214	Payment Date 01/12/24	Vendor 11779	FASTENAL COMPANY	Status Issued				
11779 ILSOU183433		IX 100 01/20/24	1,570.93	0.00		1,570.93		
11779 ILSOU183434		IX 100 01/20/24	752.45	0.00		752.45		
		*** Payment Total	2,323.38	0.00		2,323.38		
Payment Number 1185215	Payment Date 01/12/24	Vendor 27954	GROOT, INC	Status Issued				
27954 11758663T107		IX 100 01/31/24	1,262.18	0.00		1,262.18		

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Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD
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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185215	Payment Date	01/12/24	Vendor	27954	GROOT, INC	Status	Issued
				***	Payment Total	1,262.18	0.00	1,262.18
Payment Number	1185216	Payment Date	01/12/24	Vendor	12170	HENDERSON PRODUCTS INC	Status	Issued
12170 388869				IX 100	01/11/24	1,125.00	0.00	1,125.00
12170 388965				IX 100	01/12/24	508.98	0.00	508.98
				***	Payment Total	1,633.98	0.00	1,633.98
Payment Number	1185217	Payment Date	01/12/24	Vendor	14193	ILLINOIS PUBLIC WORKS MUTUAL	Status	Issued
14193 2167				IX 100	01/10/24	475.00	0.00	475.00
				***	Payment Total	475.00	0.00	475.00
Payment Number	1185218	Payment Date	01/12/24	Vendor	24920	JX ENTERPRISES, INC	Status	Issued
24920 25279408P				IX 100	01/10/24	52.34	0.00	52.34
24920 25280501P				IX 100	01/18/24	32.83	0.00	32.83
24920 25280650P				IX 100	01/20/24	570.43	0.00	570.43
24920 25280658P				IX 100	01/19/24	627.24	0.00	627.24
24920 25280661P				IX 100	01/21/24	470.30	0.00	470.30
24920 25280752P				IX 100	01/20/24	81.12	0.00	81.12
24920 25280893P				IX 100	01/27/24	237.07	0.00	237.07
				***	Payment Total	2,071.33	0.00	2,071.33
Payment Number	1185219	Payment Date	01/12/24	Vendor	24397	LAKESIDE INTERNATIONAL LLC	Status	Issued
24397 7251363P				IX 100	01/13/24	61.26	0.00	61.26
				***	Payment Total	61.26	0.00	61.26
Payment Number	1185220	Payment Date	01/12/24	Vendor	10139	MCMMASTER-CARR	Status	Issued
10139 19409848				IX 100	01/19/24	205.90	0.00	205.90
10139 19469536				IX 100	01/20/24	407.88	0.00	407.88
				***	Payment Total	613.78	0.00	613.78
Payment Number	1185221	Payment Date	01/12/24	Vendor	10851	MENARDS - WEST CHICAGO	Status	Issued
10851 87841				IX 100	01/10/24	309.86	0.00	309.86
				***	Payment Total	309.86	0.00	309.86
Payment Number	1185222	Payment Date	01/12/24	Vendor	11213	NAPA AUTO PARTS	Status	Issued
11213 4496-235472				IX 100	01/10/24	56.16	0.00	56.16
11213 4496-235523				IX 100	01/10/24	117.30	0.00	117.30
11213 4496-235534				IX 100	01/10/24	32.86	0.00	32.86
11213 4496-235792				IX 100	01/13/24	67.95	0.00	67.95
11213 4496-235841				IX 100	01/13/24	225.03	0.00	225.03
11213 4496-235847				IX 100	01/13/24	18.38	0.00	18.38
11213 4496-235901				IX 100	01/14/24	12.16	0.00	12.16
11213 4496-236059				IX 100	01/17/24	206.52	0.00	206.52
11213 4496-236060				IX 100	01/17/24	56.75	0.00	56.75
11213 4496-236103				IX 100	01/17/24	121.32	0.00	121.32
11213 4496-236179				IX 100	01/18/24	98.64	0.00	98.64
11213 4496-236211				IX 100	01/18/24	170.94	0.00	170.94
11213 4496-236218				IX 100	01/18/24	77.14	0.00	77.14

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185222	Payment Date	01/12/24	Vendor	11213	NAPA AUTO PARTS	Status	Issued
11213	4496-236305			IX	100 01/19/24	481.68	0.00	481.68
11213	4496-237041			IX	100 01/28/24	43.86	0.00	43.86
				***	Payment Total	1,786.69	0.00	1,786.69
Payment Number	1185223	Payment Date	01/12/24	Vendor	10803	NAPCO STEEL INC.	Status	Issued
10803	470722			IX	100 01/19/24	159.65	0.00	159.65
				***	Payment Total	159.65	0.00	159.65
Payment Number	1185224	Payment Date	01/12/24	Vendor	10096	PATSON INC	Status	Issued
10096	X101430546:01			IX	100 01/11/24	43.44	0.00	43.44
				***	Payment Total	43.44	0.00	43.44
Payment Number	1185225	Payment Date	01/12/24	Vendor	10363	PRIORITY PRODUCTS INC.	Status	Issued
10363	997679			IX	100 01/13/24	80.75	0.00	80.75
10363	997967			IX	100 01/20/24	138.55	0.00	138.55
				***	Payment Total	219.30	0.00	219.30
Payment Number	1185226	Payment Date	01/12/24	Vendor	16814	SEBERT LANDSCAPING COMPANY	Status	Issued
16814	5736-PE07			IX	100 01/03/24	15,116.10	0.00	15,116.10
				***	Payment Total	15,116.10	0.00	15,116.10
Payment Number	1185227	Payment Date	01/12/24	Vendor	10540	SECRETARY OF STATE	Status	Issued
10540	6235145786-2024			IX	100 02/04/24	173.00	0.00	173.00
				***	Payment Total	173.00	0.00	173.00
Payment Number	1185228	Payment Date	01/12/24	Vendor	10540	SECRETARY OF STATE	Status	Issued
10540	6235146198-2024			IX	100 02/04/24	173.00	0.00	173.00
				***	Payment Total	173.00	0.00	173.00
Payment Number	1185229	Payment Date	01/12/24	Vendor	10540	SECRETARY OF STATE	Status	Issued
10540	6235173045-2024			IX	100 02/03/24	173.00	0.00	173.00
				***	Payment Total	173.00	0.00	173.00
Payment Number	1185230	Payment Date	01/12/24	Vendor	11781	STANDARD INDUSTRIAL & AUTO	Status	Issued
11781	WO-9223			IX	100 12/08/23	390.00	0.00	390.00
				***	Payment Total	390.00	0.00	390.00
Payment Number	1185231	Payment Date	01/12/24	Vendor	11645	SUNRISE CHEVROLET	Status	Issued
11645	1003149			IX	100 01/07/24	9.53	0.00	9.53
				***	Payment Total	9.53	0.00	9.53
Payment Number	1185232	Payment Date	01/12/24	Vendor	11736	SUPERIOR ROAD STRIPING INC	Status	Issued
11736	6356-PE06 FINAL			IX	101 01/03/24	46,153.61	0.00	46,153.61
				***	Payment Total	46,153.61	0.00	46,153.61
Payment Number	1185233	Payment Date	01/12/24	Vendor	10067	TERRACE SUPPLY CO	Status	Issued
10067	0001054700			IX	100 01/30/24	260.40	0.00	260.40

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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	1185233	Payment Date	01/12/24	Vendor	10067	TERRACE SUPPLY CO	Status Issued	
				***	Payment Total	260.40	0.00	260.40
Payment Number	1185234	Payment Date	01/12/24	Vendor	11933	ST FRANCIS PET CREMATORY &	Status Issued	
11933 87059				IX 100	01/30/24	330.00	0.00	330.00
				***	Payment Total	330.00	0.00	330.00
Payment Number	1185235	Payment Date	01/12/24	Vendor	10878	VERMEER-ILLINOIS INC	Status Issued	
10878 PL2681				IX 100	01/10/24	1,409.86	0.00	1,409.86
10878 PL2682				IX 100	01/10/24	76.68	0.00	76.68
				***	Payment Total	1,486.54	0.00	1,486.54
Payment Number	1185236	Payment Date	01/12/24	Vendor	10551	WELDSTAR CO	Status Issued	
10551 0002243486				IX 100	01/23/24	38.40	0.00	38.40
				***	Payment Total	38.40	0.00	38.40
				***	Payment Code CHK Total	82,648.16	0.00	82,648.16
					Payment Count	33		
				***	Cash Code 1414 Total	828,644.29	0.00	828,644.29
					Payment Count	37		
				***	Pay Group 1500 USD Total	828,644.29	0.00	828,644.29
					Payment Count	37		

Bank Account Payment History

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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: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185237	Payment Date	01/12/24	Vendor	30492	ALTORFER INDUSTRIES INC	Status	Issued
30492	P6AC008720			IX	100 01/03/24	10.44	0.00	10.44
30492	P6AC0088590			IX	100 12/31/23	26.80	0.00	26.80
30492	P6AC0088719			IX	100 01/03/24	222.55	0.00	222.55
				***	Payment Total	259.79	0.00	259.79
Payment Number	1185238	Payment Date	01/12/24	Vendor	10008	AT&T	Status	Issued
10008	0412203804			IX	100 12/01/23	1,470.56	0.00	1,470.56
10008	2040534809			IX	100 12/31/23	1,821.79	0.00	1,821.79
				***	Payment Total	3,292.35	0.00	3,292.35
Payment Number	1185239	Payment Date	01/12/24	Vendor	39115	DIRKSE, MICHAEL	Status	Issued
39115	EXP20231129			IX	100 01/03/24	61.35	0.00	61.35
				***	Payment Total	61.35	0.00	61.35
Payment Number	1185240	Payment Date	01/12/24	Vendor	43326	DUTTA, AMIT	Status	Issued
43326	P52531			IX	100 02/10/24	2,000.00	0.00	2,000.00
43326	T72956S			IX	100 02/10/24	2,200.00	0.00	2,200.00
				***	Payment Total	4,200.00	0.00	4,200.00
Payment Number	1185241	Payment Date	01/12/24	Vendor	10996	FIRST ENVIRONMENTAL LABS INC	Status	Issued
10996	180611			IX	100 01/26/24	225.00	0.00	225.00
				***	Payment Total	225.00	0.00	225.00
Payment Number	1185242	Payment Date	01/12/24	Vendor	43146	DELGADO, SALVADOR J.	Status	Issued
43146	8977			IX	100 01/06/24	225.00	0.00	225.00
				***	Payment Total	225.00	0.00	225.00
Payment Number	1185243	Payment Date	01/12/24	Vendor	17959	WINKLEBLECK, DAVE	Status	Issued
17959	EXP20231128			IX	100 12/28/23	61.35	0.00	61.35
				***	Payment Total	61.35	0.00	61.35
				***	Payment Code CHK Total	8,324.84	0.00	8,324.84
					Payment Count	7		
				***	Cash Code 1414 Total	8,324.84	0.00	8,324.84
					Payment Count	7		
				***	Pay Group 1600 USD Total	8,324.84	0.00	8,324.84
					Payment Count	7		

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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: 011224 - 011224
Payment Numbers: -
Payment Code:

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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530635	Payment Date	01/12/24	Vendor	26753	AMAZON CAPITAL SERVICES	Status	Issued
26753	113R-GDR3-FMJG			IX 100	12/01/23	305.49	0.00	305.49
				***	Payment Total	305.49	0.00	305.49
Payment Number	530636	Payment Date	01/12/24	Vendor	10667	CDW GOVERNMENT INC	Status	Issued
10667	MB87312			IX 100	10/20/23	333.92	0.00	333.92
10667	MC49501			IX 100	10/21/23	42.38	0.00	42.38
10667	MK58059			IX 100	11/05/23	993.94	0.00	993.94
10667	ML96054			IX 100	11/10/23	89.85	0.00	89.85
10667	MM16262			IX 100	11/11/23	187.59	0.00	187.59
10667	NH62893			IX 100	12/29/23	181.44	0.00	181.44
				***	Payment Total	1,829.12	0.00	1,829.12
				***	Payment Code ACH Total	2,134.61	0.00	2,134.61
					Payment Count	2		

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Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185244	Payment Date	01/12/24	Vendor	41480	AL WARREN OIL CO INC	Status	Issued
41480	W1620960			IX 100	02/07/24	21,368.16	0.00	21,368.16
				***	Payment Total	21,368.16	0.00	21,368.16
Payment Number	1185245	Payment Date	01/12/24	Vendor	10179	ANDERSON PEST SOLUTIONS	Status	Issued
10179	53627058			IX 100	12/05/23	82.60	0.00	82.60
10179	53627060			IX 100	12/05/23	64.90	0.00	64.90
10179	53627259			IX 100	12/05/23	75.60	0.00	75.60
10179	53628265			IX 100	12/05/23	70.30	0.00	70.30
				***	Payment Total	293.40	0.00	293.40
Payment Number	1185246	Payment Date	01/12/24	Vendor	10008	AT&T	Status	Issued
10008	630323067712	2023		IX 100	01/12/24	246.48	0.00	246.48
10008	630428315012	2023		IX 100	01/27/24	54.40	0.00	54.40
10008	630469658012	2023		IX 100	01/18/24	65.93	0.00	65.93
10008	630655095112	2023		IX 100	01/24/24	51.65	0.00	51.65
10008	630773995212	2023		IX 100	01/18/24	54.40	0.00	54.40
10008	630963644412	2023		IX 100	01/18/24	51.91	0.00	51.91
10008	630964720712	2023		IX 100	01/06/24	295.49	0.00	295.49
10008	630R17068412	2023		IX 100	01/15/24	640.92	0.00	640.92
				***	Payment Total	1,461.18	0.00	1,461.18
Payment Number	1185247	Payment Date	01/12/24	Vendor	39942	CHRISTOFANO EQUIPMENT CO., INC	Status	Issued
39942	W01724			IX 100	09/28/23	543.60	0.00	543.60
				***	Payment Total	543.60	0.00	543.60
Payment Number	1185248	Payment Date	01/12/24	Vendor	27603	CORE & MAIN LP	Status	Issued
27603	T479226			IX 100	09/28/23	1,250.00	0.00	1,250.00
				***	Payment Total	1,250.00	0.00	1,250.00
Payment Number	1185249	Payment Date	01/12/24	Vendor	10996	FIRST ENVIRONMENTAL LABS INC	Status	Issued
10996	179299			IX 100	11/19/23	230.10	0.00	230.10
				***	Payment Total	230.10	0.00	230.10
Payment Number	1185250	Payment Date	01/12/24	Vendor	38411	FOSTERS TEST LANE	Status	Issued
38411	44573			IX 100	10/05/23	345.00	0.00	345.00
38411	44698			IX 100	11/10/23	184.00	0.00	184.00
				***	Payment Total	529.00	0.00	529.00
Payment Number	1185251	Payment Date	01/12/24	Vendor	39465	GEAR & REPAIR, LLC	Status	Issued
39465	21815			IX 100	12/03/23	825.00	0.00	825.00
				***	Payment Total	825.00	0.00	825.00
Payment Number	1185252	Payment Date	01/12/24	Vendor	12234	HAWKINS INC	Status	Issued
12234	6603051			IX 100	11/14/23	40.00	0.00	40.00
12234	6604060			IX 100	11/14/23	10.00	0.00	10.00
12234	6625625			IX 100	12/15/23	40.00	0.00	40.00
12234	6626678			IX 100	12/15/23	10.00	0.00	10.00

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185252	Payment Date	01/12/24	Vendor	12234	HAWKINS INC	Status	Issued
				***	Payment Total	100.00	0.00	100.00
Payment Number	1185253	Payment Date	01/12/24	Vendor	15050	JOSEPH J HENDERSON & SON INC	Status	Issued
15050 82243				IX 100	12/30/23	195,698.54	0.00	195,698.54
				***	Payment Total	195,698.54	0.00	195,698.54
Payment Number	1185254	Payment Date	01/12/24	Vendor	28501	KEMIRA WATER SOLUTIONS INC	Status	Issued
28501 9017813007				IX 100	01/03/24	7,578.08	0.00	7,578.08
				***	Payment Total	7,578.08	0.00	7,578.08
Payment Number	1185255	Payment Date	01/12/24	Vendor	20794	MIDWEST ENVIRONMENTAL	Status	Issued
20794 23-1002				IX 100	01/17/24	475.00	0.00	475.00
20794 23-1003				IX 100	01/17/24	495.00	0.00	495.00
				***	Payment Total	970.00	0.00	970.00
Payment Number	1185256	Payment Date	01/12/24	Vendor	11932	NCL OF WISCONSIN INC	Status	Issued
11932 494791				IX 100	11/25/23	207.93	0.00	207.93
11932 494820				IX 100	11/25/23	1,028.59	0.00	1,028.59
				***	Payment Total	1,236.52	0.00	1,236.52
Payment Number	1185257	Payment Date	01/12/24	Vendor	11761	PACE ANALYTICAL SERVICES INC	Status	Issued
11761 I9567313				IX 100	10/01/23	268.40	0.00	268.40
11761 I9568628				IX 100	10/20/23	296.80	0.00	296.80
				***	Payment Total	565.20	0.00	565.20
Payment Number	1185258	Payment Date	01/12/24	Vendor	10070	PACKEY WEBB FORD	Status	Issued
10070 C44489				IX 100	10/21/23	65.85	0.00	65.85
10070 C44850				IX 100	10/26/23	84.68	0.00	84.68
10070 C46301				IX 100	11/19/23	792.44	0.00	792.44
				***	Payment Total	942.97	0.00	942.97
Payment Number	1185259	Payment Date	01/12/24	Vendor	19699	PEREGRINE CORPORATION	Status	Issued
19699 542118				IX 100	01/18/24	467.62	0.00	467.62
				***	Payment Total	467.62	0.00	467.62
Payment Number	1185260	Payment Date	01/12/24	Vendor	11154	PORTER PIPE & SUPPLY	Status	Issued
11154 12677080-00				IX 100	11/22/23	189.87	0.00	189.87
11154 12677570-00				IX 100	11/23/23	38.75	0.00	38.75
				***	Payment Total	228.62	0.00	228.62
Payment Number	1185261	Payment Date	01/12/24	Vendor	12449	STEWART SPREADING INC	Status	Issued
12449 3659				IX 100	02/09/24	26,141.50	0.00	26,141.50
				***	Payment Total	26,141.50	0.00	26,141.50
Payment Number	1185262	Payment Date	01/12/24	Vendor	10067	TERRACE SUPPLY CO	Status	Issued
10067 0001052969				IX 100	11/30/23	88.35	0.00	88.35
10067 0071024720				IX 100	11/19/23	90.80	0.00	90.80

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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	1185262	Payment Date	01/12/24	Vendor	10067	TERRACE SUPPLY CO	Status Issued	
				***	Payment Total	179.15	0.00	179.15
Payment Number	1185263	Payment Date	01/12/24	Vendor	10797	THE SHERWIN WILLIAMS CO	Status Issued	
10797 3357-7				IX 100	01/05/24	106.49	0.00	106.49
				***	Payment Total	106.49	0.00	106.49
Payment Number	1185264	Payment Date	01/12/24	Vendor	11812	USA BLUEBOOK	Status Issued	
11812 INV00162054				IX 100	11/11/23	204.79	0.00	204.79
11812 INV00164659				IX 100	11/12/23	166.98	0.00	166.98
11812 INV00171361				IX 100	11/19/23	178.56	0.00	178.56
				***	Payment Total	550.33	0.00	550.33
Payment Number	1185265	Payment Date	01/12/24	Vendor	37581	FAVIA INVESTMENTS LTD	Status Issued	
37581 184467				IX 100	09/22/23	42.95	0.00	42.95
37581 184476				IX 100	09/22/23	40.05	0.00	40.05
37581 185479				IX 100	12/28/23	155.20	0.00	155.20
				***	Payment Total	238.20	0.00	238.20
Payment Number	1185266	Payment Date	01/12/24	Vendor	26490	VULCAN CONSTRUCTION MATERIALS	Status Issued	
26490 33449461				IX 100	01/14/24	1,292.02	0.00	1,292.02
				***	Payment Total	1,292.02	0.00	1,292.02
Payment Number	1185267	Payment Date	01/12/24	Vendor	11976	WASTEBOX INC	Status Issued	
11976 188737				IX 100	11/22/23	320.00	0.00	320.00
				***	Payment Total	320.00	0.00	320.00
Payment Number	1185268	Payment Date	01/12/24	Vendor	41413	WHITE CAP, L.P.	Status Issued	
41413 50024176239				IX 100	11/17/23	142.14	0.00	142.14
				***	Payment Total	142.14	0.00	142.14
Payment Number	1185269	Payment Date	01/12/24	Vendor	12637	WSG & SOLUTIONS, INC	Status Issued	
12637 010249				IX 100	12/29/23	3,925.00	0.00	3,925.00
				***	Payment Total	3,925.00	0.00	3,925.00
				***	Payment Code CHK Total	267,182.82	0.00	267,182.82
					Payment Count	26		
				***	Cash Code 1414 Total	269,317.43	0.00	269,317.43
					Payment Count	28		
				***	Pay Group 2000 USD Total	269,317.43	0.00	269,317.43
					Payment Count	28		

Bank Account Payment History

AP255 Date: 01/12/24
Time: 13:27

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: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/12/24
Time 13:28

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

Page 1

Cash Code 1414 Bank 071923909
Payment Code ACH

Payment Date Range 01/12/24 thru 01/12/24
Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530637	Payment Date	01/12/24	Vendor	40925	875 CORP	Status	Issued
40925	01092024			IX 103	02/08/24	9,750.00	0.00	9,750.00
				***	Payment Total	9,750.00	0.00	9,750.00
Payment Number	530638	Payment Date	01/12/24	Vendor	22549	CARNATE, AUDREY	Status	Issued
22549	TRV20231101			IX 202	01/02/24	121.82	0.00	121.82
				***	Payment Total	121.82	0.00	121.82
Payment Number	530639	Payment Date	01/12/24	Vendor	17853	CATHER, JANET	Status	Issued
17853	MIL20231204			IX 202	01/10/24	26.07	0.00	26.07
				***	Payment Total	26.07	0.00	26.07
Payment Number	530640	Payment Date	01/12/24	Vendor	28463	CATHOLIC CHARITIES OF THE ARCH	Status	Issued
28463	CD23-06#2			IX 103	02/09/24	19,583.25	0.00	19,583.25
28463	ES23-02#4			IX 103	02/09/24	3,741.78	0.00	3,741.78
				***	Payment Total	23,325.03	0.00	23,325.03
Payment Number	530641	Payment Date	01/12/24	Vendor	29280	DAVIS, ANNIE MARIE	Status	Issued
29280	EXP20231209			IX 105	01/08/24	284.78	0.00	284.78
29280	TRV20231218			IX 105	01/17/24	8.94	0.00	8.94
				***	Payment Total	293.72	0.00	293.72
Payment Number	530642	Payment Date	01/12/24	Vendor	32854	DUARTE, NATALIE	Status	Issued
32854	MIL20231205			IX 202	01/10/24	117.64	0.00	117.64
				***	Payment Total	117.64	0.00	117.64
Payment Number	530643	Payment Date	01/12/24	Vendor	23461	DUPAGE COUNTY COMMUNITY	Status	Issued
23461	CSBG-23-2012			IX 101	01/10/24	645.38	0.00	645.38
				***	Payment Total	645.38	0.00	645.38
Payment Number	530644	Payment Date	01/12/24	Vendor	10652	DUPAGE PADS INC	Status	Issued
10652	HM20-04B#24			IX 103	02/07/24	10,972.33	0.00	10,972.33
				***	Payment Total	10,972.33	0.00	10,972.33
Payment Number	530645	Payment Date	01/12/24	Vendor	14161	GRAHAM, KELLY	Status	Issued
14161	121723-122323.ARI			IX 208	01/05/24	270.00	0.00	270.00
				***	Payment Total	270.00	0.00	270.00
Payment Number	530646	Payment Date	01/12/24	Vendor	24646	JIARDINA, CHRISTINA	Status	Issued
24646	TRV20231213			IX 202	01/08/24	40.09	0.00	40.09
				***	Payment Total	40.09	0.00	40.09
Payment Number	530647	Payment Date	01/12/24	Vendor	19893	SCARPACE, REGINA	Status	Issued
19893	TRV20231201			IX 202	01/08/24	239.01	0.00	239.01
				***	Payment Total	239.01	0.00	239.01
Payment Number	530648	Payment Date	01/12/24	Vendor	28258	SINGER, MICHELLE	Status	Issued
28258	MIL20231205			IX 202	01/10/24	28.03	0.00	28.03

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 2
Time 13:28 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530648	Payment Date	01/12/24	Vendor	28258	SINGER, MICHELLE	Status Issued	
				***	Payment Total	28.03	0.00	28.03
Payment Number	530649	Payment Date	01/12/24	Vendor	30640	WASHINGTON, DE'ANDREA	Status Issued	
30640	MIL20231106			IX	202 01/08/24	175.15	0.00	175.15
				***	Payment Total	175.15	0.00	175.15
				***	Payment Code ACH Total	46,004.27	0.00	46,004.27
					Payment Count	13		

Bank Account Payment History

AP255 Date 01/12/24
Time 13:28

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 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 40972 112024	1185270	Payment Date 01/12/24	Vendor 40972 IX 105 01/31/24 *** Payment Total			2525 CABOT DRIVE LLC 36.00 36.00	Status Issued 0.00 0.00	36.00 36.00
Payment Number 11660 26367667	1185271	Payment Date 01/12/24	Vendor 11660 IX 101 01/05/24 *** Payment Total			4IMPRINT INC 5,976.20 5,976.20	Status Issued 0.00 0.00	5,976.20 5,976.20
Payment Number 10671 176402	1185272	Payment Date 01/12/24	Vendor 10671 IX 202 12/22/23 *** Payment Total			ALPHAGRAPHS 59.25 59.25	Status Issued 0.00 0.00	59.25 59.25
Payment Number 20273 DHS-24-2020	1185273	Payment Date 01/12/24	Vendor 20273 IX 209 01/10/24 *** Payment Total			AVANATH NAPERVILLE LLC 1,130.00 1,130.00	Status Issued 0.00 0.00	1,130.00 1,130.00
Payment Number 26267 MIL20231205	1185274	Payment Date 01/12/24	Vendor 26267 IX 202 01/10/24 *** Payment Total			BOATRIGHT, LISA 152.48 152.48	Status Issued 0.00 0.00	152.48 152.48
Payment Number 39547 2563	1185275	Payment Date 01/12/24	Vendor 39547 IX 202 12/31/23 *** Payment Total			BUSYBEE LANDSCAPING 31.50 31.50	Status Issued 0.00 0.00	31.50 31.50
Payment Number 41879 PO#6456-1123	1185276	Payment Date 01/12/24	Vendor 41879 IX 105 01/14/24 *** Payment Total			CENTRAL STATES SER 16,436.81 16,436.81	Status Issued 0.00 0.00	16,436.81 16,436.81
Payment Number 10959 222182	1185277	Payment Date 01/12/24	Vendor 10959 IX 101 01/10/24 *** Payment Total			CITY OF NAPERVILLE 19,726.00 19,726.00	Status Issued 0.00 0.00	19,726.00 19,726.00
Payment Number 10023 222183	1185278	Payment Date 01/12/24	Vendor 10023 IX 101 01/10/24 *** Payment Total			COM ED - LIHEAP PAYMENTS 2,080.00 2,080.00	Status Issued 0.00 0.00	2,080.00 2,080.00
Payment Number 10023 222184	1185279	Payment Date 01/12/24	Vendor 10023 IX 101 01/10/24 *** Payment Total			COM ED - LIHEAP PAYMENTS 118,586.00 118,586.00	Status Issued 0.00 0.00	118,586.00 118,586.00
Payment Number 11944 34234 11944 34396 11944 34468	1185280	Payment Date 01/12/24	Vendor 11944 IX 101 10/11/23 IX 101 10/25/23 IX 101 11/01/23 *** Payment Total			COMFORT KEEPERS 277.64 170.00 155.82 603.46	Status Issued 0.00 0.00 0.00 0.00	277.64 170.00 155.82 603.46
Payment Number 43323 DHS-24-2007	1185281	Payment Date 01/12/24	Vendor 43323 IX 209 01/18/24			FAKO, SUCRIJA 3,510.00	Status Issued 0.00	3,510.00

Bank Account Payment History

AP255 Date 01/12/24
Time 13:28

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 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185281	Payment Date	01/12/24	Vendor	43323	FAKO, SUCRIJA	Status	Issued
				***	Payment Total	3,510.00	0.00	3,510.00
Payment Number	1185282	Payment Date	01/12/24	Vendor	43323	FAKO, SUCRIJA	Status	Issued
	43323 DHS-24-2008			IX	209 01/18/24	1,170.00	0.00	1,170.00
				***	Payment Total	1,170.00	0.00	1,170.00
Payment Number	1185283	Payment Date	01/12/24	Vendor	11196	FEDEX	Status	Issued
	11196 8-361-23843			IX	103 01/26/24	7.80	0.00	7.80
				***	Payment Total	7.80	0.00	7.80
Payment Number	1185284	Payment Date	01/12/24	Vendor	41028	FULTON, SARA	Status	Issued
	41028 MIL20231201			IX	202 01/10/24	202.33	0.00	202.33
				***	Payment Total	202.33	0.00	202.33
Payment Number	1185285	Payment Date	01/12/24	Vendor	17574	GENTRY MANOR LLC	Status	Issued
	17574 DHS-24-2022			IX	209 02/08/24	1,792.50	0.00	1,792.50
				***	Payment Total	1,792.50	0.00	1,792.50
Payment Number	1185286	Payment Date	01/12/24	Vendor	38591	GREGG, MACKENZIE	Status	Issued
	38591 MIL20231206			IX	202 01/10/24	119.08	0.00	119.08
				***	Payment Total	119.08	0.00	119.08
Payment Number	1185287	Payment Date	01/12/24	Vendor	10443	INFORM USA	Status	Issued
	10443 3-10309R			IX	101 02/02/24	1,100.00	0.00	1,100.00
				***	Payment Total	1,100.00	0.00	1,100.00
Payment Number	1185288	Payment Date	01/12/24	Vendor	43320	JOB, THRESIAMMA P.	Status	Issued
	43320 DHS-24-2021			IX	209 02/04/24	3,600.00	0.00	3,600.00
				***	Payment Total	3,600.00	0.00	3,600.00
Payment Number	1185289	Payment Date	01/12/24	Vendor	18849	KAGE, VIVIAN	Status	Issued
	18849 MIL20231201			IX	202 01/08/24	173.15	0.00	173.15
				***	Payment Total	173.15	0.00	173.15
Payment Number	1185290	Payment Date	01/12/24	Vendor	27655	KHAN, ASIF ALI	Status	Issued
	27655 DHS-24-1990			IX	209 01/11/24	2,500.00	0.00	2,500.00
				***	Payment Total	2,500.00	0.00	2,500.00
Payment Number	1185291	Payment Date	01/12/24	Vendor	29993	LAWS, MERCEDES A	Status	Issued
	29993 122823 010524			IX	202 01/10/24	774.27	0.00	774.27
				***	Payment Total	774.27	0.00	774.27
Payment Number	1185292	Payment Date	01/12/24	Vendor	39669	LE, JANA	Status	Issued
	39669 TRV20231102			IX	202 01/02/24	48.70	0.00	48.70
				***	Payment Total	48.70	0.00	48.70
Payment Number	1185293	Payment Date	01/12/24	Vendor	32022	MUSGRAVE, SYDNEY M.	Status	Issued
	32022 MIL20231101			IX	202 12/01/23	41.27	0.00	41.27

Bank Account Payment History

AP255 Date 01/12/24
Time 13:28

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 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185293	Payment Date	01/12/24	Vendor	32022	MUSGRAVE, SYDNEY M.	Status Issued	
				***	Payment Total	41.27	0.00	41.27
Payment Number	1185294	Payment Date	01/12/24	Vendor	10913	NACCED	Status Issued	
10913	200001418			IX	103 02/07/24	450.00	0.00	450.00
				***	Payment Total	450.00	0.00	450.00
Payment Number	1185295	Payment Date	01/12/24	Vendor	31260	BESTER, JAMES	Status Issued	
31260	9-010324			IX	101 02/02/24	100.00	0.00	100.00
				***	Payment Total	100.00	0.00	100.00
Payment Number	1185296	Payment Date	01/12/24	Vendor	10184	SERENITY HOUSE COUNSELING	Status Issued	
10184	02207544			IX	104 01/05/24	500.00	0.00	500.00
				***	Payment Total	500.00	0.00	500.00
Payment Number	1185297	Payment Date	01/12/24	Vendor	10068	WAREHOUSE DIRECT, INC.	Status Issued	
10068	5629659-0			IX	101 01/11/24	137.16	0.00	137.16
				***	Payment Total	137.16	0.00	137.16
				***	Payment Code CHK Total	181,043.96	0.00	181,043.96
					Payment Count	28		
				***	Cash Code 1414 Total	227,048.23	0.00	227,048.23
					Payment Count	41		
				***	Pay Group 5000 USD Total	227,048.23	0.00	227,048.23
					Payment Count	41		

Bank Account Payment History

AP255 Date: 01/12/24
Time: 13:28

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: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1
Time 13:28 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code ACH Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	530650	Payment Date	01/12/24	Vendor	13295	CDM SMITH INC	Status	Issued
13295 90193965				IX 100	01/11/24	18,749.04	0.00	18,749.04
				***	Payment Total	18,749.04	0.00	18,749.04
				***	Payment Code ACH Total	18,749.04	0.00	18,749.04
					Payment Count	1		

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 2
Time 13:28 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 43307 21953	1185298	Payment Date 01/12/24	Vendor 43307					
			IX 100 12/22/23			450.00	0.00	450.00
			*** Payment Total			450.00	0.00	450.00
Payment Number 33093 1178	1185299	Payment Date 01/12/24	Vendor 33093					
			IX 100 12/28/23			46,000.00	0.00	46,000.00
			*** Payment Total			46,000.00	0.00	46,000.00
Payment Number 41893 S.INV.NOV2023.20	1185300	Payment Date 01/12/24	Vendor 41893					
			IX 100 01/18/24			31,357.50	0.00	31,357.50
			*** Payment Total			31,357.50	0.00	31,357.50
			*** Payment Code CHK Total			77,807.50	0.00	77,807.50
			Payment Count			3		
			*** Cash Code 1414 Total			96,556.54	0.00	96,556.54
			Payment Count			4		
			*** Pay Group 6000 USD Total			96,556.54	0.00	96,556.54
			Payment Count			4		

Bank Account Payment History

AP255 Date: 01/12/24
Time: 13:28

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 12

Pay Group: 7000

Cash Code: 1414

Class C Accounts Payable

Payment Date: 011224 - 011224

Payment Numbers: -

Payment Code:

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 7000 DEBT SERVICE PAY GROUP USD Page 1
Time 13:28 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/12/24 thru 01/12/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185301	Payment Date	01/12/24	Vendor	11855	U S BANK	Status	Issued
11855 7170320		IX	222	01/21/24		550.00	0.00	550.00
		***	Payment Total			550.00	0.00	550.00
		***	Payment Code CHK Total			550.00	0.00	550.00
			Payment Count			1		
		***	Cash Code 1414 Total			550.00	0.00	550.00
			Payment Count			1		
		***	Pay Group 7000 USD Total			550.00	0.00	550.00
			Payment Count			1		



Payment of Claims

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

File #: 24-0420

Agenda Date: 1/23/2024

Agenda #: 8.E.

Bank Account Payment History

AP255 Date: 01/17/24
Time: 15:56

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: 011724 -	011724
Payment Numbers:	-
Payment Code: AUT	Auto Debit

Bank Account Payment History

AP255 Date 01/17/24
Time 15:56

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

Page 1

Cash Code 3910 Bank 071000013 Payment Date Range 01/17/24 thru 01/17/24
Payment Code AUT Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1040013	Payment Date	01/17/24	Vendor	10023	COMMONWEALTH EDISON COMPANY	Status	Issued
10023	1040013			200	01/17/24	20,402.70	0.00	20,402.70
		***	Payment Total			20,402.70	0.00	20,402.70
Payment Number	1040014	Payment Date	01/17/24	Vendor	10057	NICOR GAS	Status	Issued
10057	1040014			200	01/17/24	6,683.00	0.00	6,683.00
		***	Payment Total			6,683.00	0.00	6,683.00
		***	Payment Code AUT Total			27,085.70	0.00	27,085.70
			Payment Count			2		
		***	Cash Code 3910 Total			27,085.70	0.00	27,085.70
			Payment Count			2		
		***	Pay Group 5000 USD Total			27,085.70	0.00	27,085.70
			Payment Count			2		



Payment of Claims

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

File #: 24-0426

Agenda Date: 1/23/2024

Agenda #: 8.F.

Bank Account Payment History

AP255 Date: 01/18/24
Time: 11:28

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD
Job Name: AP255-2000
Step Nbr: 1

Pay Group: 2000
Cash Code: 1414 Class C Accounts Payable
Payment Date: 011724 - 011724
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/18/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1
Time 11:29 Bank Account Payment History

Cash Code 1414 Bank 071923909 Payment Date Range 01/17/24 thru 01/17/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185302	Payment Date	01/17/24	Vendor	25209	AGNER, JEFF	Status	Issued
25209	172727-21010103_1223			100	01/17/24	14.93	0.00	14.93
				***	Payment Total	14.93	0.00	14.93
Payment Number	1185303	Payment Date	01/17/24	Vendor	43292	ANASINSKI, GRAZYNA & ANDRZEJ	Status	Issued
43292	176054-30506086_1223			100	01/17/24	28.32	0.00	28.32
				***	Payment Total	28.32	0.00	28.32
Payment Number	1185304	Payment Date	01/17/24	Vendor	43273	ANDREWS, JAMES	Status	Issued
43273	156520-21000292_1223			100	01/17/24	17.94	0.00	17.94
				***	Payment Total	17.94	0.00	17.94
Payment Number	1185305	Payment Date	01/17/24	Vendor	43248	ANTONIC, PETAR	Status	Issued
43248	123823-16521662_1223			100	01/17/24	156.73	0.00	156.73
				***	Payment Total	156.73	0.00	156.73
Payment Number	1185306	Payment Date	01/17/24	Vendor	43227	ARMIA, JOSEPH	Status	Issued
43227	105671-12008429_1223			100	01/17/24	13.80	0.00	13.80
				***	Payment Total	13.80	0.00	13.80
Payment Number	1185307	Payment Date	01/17/24	Vendor	43233	AUMANN, AMY	Status	Issued
43233	110266-15100425_1223			100	01/17/24	59.72	0.00	59.72
				***	Payment Total	59.72	0.00	59.72
Payment Number	1185308	Payment Date	01/17/24	Vendor	43296	BALDINO, JOSEPH	Status	Issued
43296	195356-43014738_1223			100	01/17/24	8.19	0.00	8.19
				***	Payment Total	8.19	0.00	8.19
Payment Number	1185309	Payment Date	01/17/24	Vendor	43261	BANDYK, NATALIE	Status	Issued
43261	142867-16530233_1223			100	01/17/24	22.92	0.00	22.92
				***	Payment Total	22.92	0.00	22.92
Payment Number	1185310	Payment Date	01/17/24	Vendor	42901	BEESLEY, CHERYL	Status	Issued
42901	162348-21003245_1223			100	01/17/24	124.30	0.00	124.30
				***	Payment Total	124.30	0.00	124.30
Payment Number	1185311	Payment Date	01/17/24	Vendor	43230	BELLOW, CHARLES	Status	Issued
43230	107828-14100311_1223			100	01/17/24	68.87	0.00	68.87
				***	Payment Total	68.87	0.00	68.87
Payment Number	1185312	Payment Date	01/17/24	Vendor	43260	BERANEK, JAMES	Status	Issued
43260	142424-16529940_1223			100	01/17/24	26.81	0.00	26.81
				***	Payment Total	26.81	0.00	26.81
Payment Number	1185313	Payment Date	01/17/24	Vendor	43279	BERGMARK, DAVID R.	Status	Issued
43279	162051-21003100_1223			100	01/17/24	14.93	0.00	14.93
				***	Payment Total	14.93	0.00	14.93
Payment Number	1185314	Payment Date	01/17/24	Vendor	43229	BROICH, AMY	Status	Issued

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185314	Payment Date	01/17/24	Vendor	43229	BROICH, AMY	Status	Issued
43229	105930-12008502_1223			100	01/17/24	87.88	0.00	87.88
				***	Payment Total	87.88	0.00	87.88
Payment Number	1185315	Payment Date	01/17/24	Vendor	43299	CAVANAUGH, MATT	Status	Issued
43299	194138-44415161_1223			100	01/17/24	107.24	0.00	107.24
				***	Payment Total	107.24	0.00	107.24
Payment Number	1185316	Payment Date	01/17/24	Vendor	43218	CHAUDHARI, KINJAL KADAKIA &	Status	Issued
43218	145729-16531785_1223			100	01/17/24	94.20	0.00	94.20
				***	Payment Total	94.20	0.00	94.20
Payment Number	1185317	Payment Date	01/17/24	Vendor	43293	CHRISTENSEN, KEITH	Status	Issued
43293	176059-30506090_1223			100	01/17/24	9.33	0.00	9.33
				***	Payment Total	9.33	0.00	9.33
Payment Number	1185318	Payment Date	01/17/24	Vendor	43282	COSTENTINO, KAREN	Status	Issued
43282	163456-21003904_1223			100	01/17/24	44.79	0.00	44.79
				***	Payment Total	44.79	0.00	44.79
Payment Number	1185319	Payment Date	01/17/24	Vendor	43239	CULLINA, DEBORAH L	Status	Issued
43239	116715-15519065_1223			100	01/17/24	15.56	0.00	15.56
				***	Payment Total	15.56	0.00	15.56
Payment Number	1185320	Payment Date	01/17/24	Vendor	43267	DALY, LISA	Status	Issued
43267	150886-17506185_1223			100	01/17/24	58.15	0.00	58.15
				***	Payment Total	58.15	0.00	58.15
Payment Number	1185321	Payment Date	01/17/24	Vendor	43253	DAWSON, DAVID	Status	Issued
43253	132417-16525350_1223			100	01/17/24	66.07	0.00	66.07
				***	Payment Total	66.07	0.00	66.07
Payment Number	1185322	Payment Date	01/17/24	Vendor	43256	DIFIGLIO, PAUL	Status	Issued
43256	136733-16527210_1223			100	01/17/24	61.82	0.00	61.82
				***	Payment Total	61.82	0.00	61.82
Payment Number	1185323	Payment Date	01/17/24	Vendor	43221	DOBBERTIN, TOM & BETH	Status	Issued
43221	130681-16524627_1223			100	01/17/24	77.38	0.00	77.38
43221	197930-16522818_1223			100	01/17/24	53.62	0.00	53.62
				***	Payment Total	131.00	0.00	131.00
Payment Number	1185324	Payment Date	01/17/24	Vendor	43235	ESPOSITO, GINO	Status	Issued
43235	196035-15516780_1223			100	01/17/24	95.95	0.00	95.95
				***	Payment Total	95.95	0.00	95.95
Payment Number	1185325	Payment Date	01/17/24	Vendor	43290	FLYNN, DENNIS & PAMELA	Status	Issued
43290	172178-21008008_1223			100	01/17/24	44.79	0.00	44.79
				***	Payment Total	44.79	0.00	44.79

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185326	Payment Date	01/17/24	Vendor	43250	GERLACH, WOLFGANG	Status	Issued
43250	127406-16523334_1223			100	01/17/24	79.88	0.00	79.88
				***	Payment Total	79.88	0.00	79.88
Payment Number	1185327	Payment Date	01/17/24	Vendor	16404	GRANDVIEW CAPITAL LLC	Status	Issued
16404	197959-21001893_1223			100	01/17/24	79.51	0.00	79.51
				***	Payment Total	79.51	0.00	79.51
Payment Number	1185328	Payment Date	01/17/24	Vendor	43288	HAGENSICK, MARJORIE	Status	Issued
43288	167331-21005584_1223			100	01/17/24	256.24	0.00	256.24
				***	Payment Total	256.24	0.00	256.24
Payment Number	1185329	Payment Date	01/17/24	Vendor	43223	HEINTZ, EDWARD	Status	Issued
43223	103230-11507306_1223			100	01/17/24	218.35	0.00	218.35
				***	Payment Total	218.35	0.00	218.35
Payment Number	1185330	Payment Date	01/17/24	Vendor	43222	HOCHSTEDT, ROSS A	Status	Issued
43222	134690-16526302_1223			100	01/17/24	63.08	0.00	63.08
				***	Payment Total	63.08	0.00	63.08
Payment Number	1185331	Payment Date	01/17/24	Vendor	43254	HOLT, RONALD	Status	Issued
43254	136503-16527094_1223			100	01/17/24	45.84	0.00	45.84
				***	Payment Total	45.84	0.00	45.84
Payment Number	1185332	Payment Date	01/17/24	Vendor	43295	HYLAND, THOMAS & CONNIE	Status	Issued
43295	192702-43014730_1223			100	01/17/24	92.37	0.00	92.37
				***	Payment Total	92.37	0.00	92.37
Payment Number	1185333	Payment Date	01/17/24	Vendor	43219	I-57 MCKINLEY LIMITED PART	Status	Issued
43219	173626-30504573_1223			100	01/17/24	463.20	0.00	463.20
				***	Payment Total	463.20	0.00	463.20
Payment Number	1185334	Payment Date	01/17/24	Vendor	43287	JACOBBAZZI, JANETTE	Status	Issued
43287	167037-21005422_1223			100	01/17/24	17.36	0.00	17.36
				***	Payment Total	17.36	0.00	17.36
Payment Number	1185335	Payment Date	01/17/24	Vendor	31723	JOHNSON, EDWARD	Status	Issued
31723	197094-21001067_1223			100	01/17/24	14.93	0.00	14.93
				***	Payment Total	14.93	0.00	14.93
Payment Number	1185336	Payment Date	01/17/24	Vendor	43240	JONES, JANET D	Status	Issued
43240	117372-15519285_1223			100	01/17/24	12.78	0.00	12.78
				***	Payment Total	12.78	0.00	12.78
Payment Number	1185337	Payment Date	01/17/24	Vendor	43272	JOTAUTAS, DIANA	Status	Issued
43272	198394-21000245_1223			100	01/17/24	33.76	0.00	33.76
				***	Payment Total	33.76	0.00	33.76
Payment Number	1185338	Payment Date	01/17/24	Vendor	43285	KANDIKKATLA, SACHIN	Status	Issued

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185338	Payment Date	01/17/24	Vendor	43285	KANDIKKATLA, SACHIN	Status	Issued
43285	165205-21004654_1223			100	01/17/24	29.86	0.00	29.86
				***	Payment Total	29.86	0.00	29.86
Payment Number	1185339	Payment Date	01/17/24	Vendor	43220	KARLYN JOINT VENTURE/LEE &	Status	Issued
43220	173737-30504619_1223			100	01/17/24	90.73	0.00	90.73
				***	Payment Total	90.73	0.00	90.73
Payment Number	1185340	Payment Date	01/17/24	Vendor	43246	KEHR, THOMAS & GLEANN	Status	Issued
43246	123525-16521513_1223			100	01/17/24	150.87	0.00	150.87
				***	Payment Total	150.87	0.00	150.87
Payment Number	1185341	Payment Date	01/17/24	Vendor	22020	KENDALL PARTNERS	Status	Issued
22020	198002-18803505_1223			100	01/17/24	87.88	0.00	87.88
				***	Payment Total	87.88	0.00	87.88
Payment Number	1185342	Payment Date	01/17/24	Vendor	43283	KIM, YUNE	Status	Issued
43283	164297-21004184_1223			100	01/17/24	62.15	0.00	62.15
				***	Payment Total	62.15	0.00	62.15
Payment Number	1185343	Payment Date	01/17/24	Vendor	43242	KINSLEY, ALLEN	Status	Issued
43242	119917-15520125_1223			100	01/17/24	16.57	0.00	16.57
				***	Payment Total	16.57	0.00	16.57
Payment Number	1185344	Payment Date	01/17/24	Vendor	43225	KOTLICKY, FRANKLIN	Status	Issued
43225	104447-12007842_1223			100	01/17/24	9.28	0.00	9.28
				***	Payment Total	9.28	0.00	9.28
Payment Number	1185345	Payment Date	01/17/24	Vendor	43276	KULILOWSKI, ANDRZEJ & CELIA	Status	Issued
43276	157041-21000594_1223			100	01/17/24	315.76	0.00	315.76
				***	Payment Total	315.76	0.00	315.76
Payment Number	1185346	Payment Date	01/17/24	Vendor	43263	KURTH, DALE	Status	Issued
43263	144821-16531283_1223			100	01/17/24	77.96	0.00	77.96
				***	Payment Total	77.96	0.00	77.96
Payment Number	1185347	Payment Date	01/17/24	Vendor	43284	KUZMA, ZYDRUNAS	Status	Issued
43284	164920-21004506_1223			100	01/17/24	8.85	0.00	8.85
				***	Payment Total	8.85	0.00	8.85
Payment Number	1185348	Payment Date	01/17/24	Vendor	43236	LAGVANKAR, ALKA A	Status	Issued
43236	112888-15517361_1223			100	01/17/24	115.59	0.00	115.59
				***	Payment Total	115.59	0.00	115.59
Payment Number	1185349	Payment Date	01/17/24	Vendor	43275	LETOURNEAU, JOHN	Status	Issued
43275	156911-21000521_1223			100	01/17/24	33.76	0.00	33.76
				***	Payment Total	33.76	0.00	33.76
Payment Number	1185350	Payment Date	01/17/24	Vendor	43237	LINLEY, CATHY	Status	Issued

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185350	Payment Date	01/17/24	Vendor	43237	LINLEY, CATHY	Status	Issued
43237	116438-15518982_1223			100	01/17/24	89.99	0.00	89.99
				***	Payment Total	89.99	0.00	89.99
Payment Number	1185351	Payment Date	01/17/24	Vendor	43266	LIU, SHIN	Status	Issued
43266	149557-17502431_1223			100	01/17/24	75.08	0.00	75.08
				***	Payment Total	75.08	0.00	75.08
Payment Number	1185352	Payment Date	01/17/24	Vendor	43238	LUCY BANKS, EULONDE	Status	Issued
43238	116506-15519003_1223			100	01/17/24	42.79	0.00	42.79
				***	Payment Total	42.79	0.00	42.79
Payment Number	1185353	Payment Date	01/17/24	Vendor	43241	MALTESE, NICOLE L	Status	Issued
43241	118731-15519700_1223			100	01/17/24	19.45	0.00	19.45
				***	Payment Total	19.45	0.00	19.45
Payment Number	1185354	Payment Date	01/17/24	Vendor	43244	MANDROGO, MARIA	Status	Issued
43244	121038-15520500_1223			100	01/17/24	27.17	0.00	27.17
				***	Payment Total	27.17	0.00	27.17
Payment Number	1185355	Payment Date	01/17/24	Vendor	43249	MARBACH, MICHAEL	Status	Issued
43249	126067-16522787_1223			100	01/17/24	53.62	0.00	53.62
				***	Payment Total	53.62	0.00	53.62
Payment Number	1185356	Payment Date	01/17/24	Vendor	43271	MATTHEIS, DIRK & MELODY	Status	Issued
43271	155893-19909048_1223			100	01/17/24	87.88	0.00	87.88
				***	Payment Total	87.88	0.00	87.88
Payment Number	1185357	Payment Date	01/17/24	Vendor	43243	MCGOVERN, SHERRY	Status	Issued
43243	120681-15520353_1223			100	01/17/24	33.34	0.00	33.34
				***	Payment Total	33.34	0.00	33.34
Payment Number	1185358	Payment Date	01/17/24	Vendor	43232	MCKENZIE, CRAIG & DONNA	Status	Issued
43232	109304-15001687_1223			100	01/17/24	106.94	0.00	106.94
				***	Payment Total	106.94	0.00	106.94
Payment Number	1185359	Payment Date	01/17/24	Vendor	43251	MDW PROPERTIES LLC	Status	Issued
43251	128256-16523680_1223			100	01/17/24	15.14	0.00	15.14
				***	Payment Total	15.14	0.00	15.14
Payment Number	1185360	Payment Date	01/17/24	Vendor	43265	MIKLOS, JORI	Status	Issued
43265	146742-16800191_1223			100	01/17/24	47.22	0.00	47.22
				***	Payment Total	47.22	0.00	47.22
Payment Number	1185361	Payment Date	01/17/24	Vendor	43270	MOHYUDDIN, TAHIR	Status	Issued
43270	155347-19504459_1223			100	01/17/24	26.77	0.00	26.77
				***	Payment Total	26.77	0.00	26.77
Payment Number	1185362	Payment Date	01/17/24	Vendor	43247	NABERHAUS, HALLIE	Status	Issued

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185362	Payment Date	01/17/24	Vendor	43247	NABERHAUS, HALLIE	Status	Issued
43247	123744-16521625_1223			100	01/17/24	46.26	0.00	46.26
				***	Payment Total	46.26	0.00	46.26
Payment Number	1185363	Payment Date	01/17/24	Vendor	43289	NORTON, DON	Status	Issued
43289	169958-21007050_1223			100	01/17/24	14.93	0.00	14.93
				***	Payment Total	14.93	0.00	14.93
Payment Number	1185364	Payment Date	01/17/24	Vendor	43257	NOTO, TONY	Status	Issued
43257	138352-16527909_1223			100	01/17/24	15.14	0.00	15.14
				***	Payment Total	15.14	0.00	15.14
Payment Number	1185365	Payment Date	01/17/24	Vendor	43255	O'KEEFE, DANIEL	Status	Issued
43255	136616-16527150_1223			100	01/17/24	132.78	0.00	132.78
				***	Payment Total	132.78	0.00	132.78
Payment Number	1185366	Payment Date	01/17/24	Vendor	43258	OLANO, ANNA MARIE	Status	Issued
43258	139543-16528479_1223			100	01/17/24	61.82	0.00	61.82
				***	Payment Total	61.82	0.00	61.82
Payment Number	1185367	Payment Date	01/17/24	Vendor	43297	ORLITA, FRANK & TINA	Status	Issued
43297	192726-43014739_1223			100	01/17/24	55.00	0.00	55.00
				***	Payment Total	55.00	0.00	55.00
Payment Number	1185368	Payment Date	01/17/24	Vendor	43281	PANTALEO, TERESE	Status	Issued
43281	163353-21003857_1223			100	01/17/24	47.22	0.00	47.22
				***	Payment Total	47.22	0.00	47.22
Payment Number	1185369	Payment Date	01/17/24	Vendor	43226	PERRINS, STEVEN	Status	Issued
43226	104778-12008040_1223			100	01/17/24	55.00	0.00	55.00
				***	Payment Total	55.00	0.00	55.00
Payment Number	1185370	Payment Date	01/17/24	Vendor	43228	POVILAITIS, JONAS	Status	Issued
43228	105921-12008499_1223			100	01/17/24	55.00	0.00	55.00
				***	Payment Total	55.00	0.00	55.00
Payment Number	1185371	Payment Date	01/17/24	Vendor	43268	RAMONAS, GINTARAS	Status	Issued
43268	151485-17529553_1223			100	01/17/24	24.29	0.00	24.29
				***	Payment Total	24.29	0.00	24.29
Payment Number	1185372	Payment Date	01/17/24	Vendor	43291	REDDY, VISWANATHA	Status	Issued
43291	175732-30505856_1223			100	01/17/24	145.04	0.00	145.04
				***	Payment Total	145.04	0.00	145.04
Payment Number	1185373	Payment Date	01/17/24	Vendor	43231	RIZZI, BARBARA	Status	Issued
43231	107996-14508553_1223			100	01/17/24	25.42	0.00	25.42
				***	Payment Total	25.42	0.00	25.42
Payment Number	1185374	Payment Date	01/17/24	Vendor	17045	ROSSI REAL ESTATE	Status	Issued

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Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185374	Payment Date	01/17/24	Vendor	17045	ROSSI REAL ESTATE	Status	Issued
17045	196579-17502156_1223			100	01/17/24	9.57	0.00	9.57
				***	Payment Total	9.57	0.00	9.57
Payment Number	1185375	Payment Date	01/17/24	Vendor	43245	SCHULFER, ANITA	Status	Issued
43245	121511-16020638_1223			100	01/17/24	31.26	0.00	31.26
				***	Payment Total	31.26	0.00	31.26
Payment Number	1185376	Payment Date	01/17/24	Vendor	43262	SCRIVEN, FRANK	Status	Issued
43262	143252-16530559_1223			100	01/17/24	22.92	0.00	22.92
				***	Payment Total	22.92	0.00	22.92
Payment Number	1185377	Payment Date	01/17/24	Vendor	42054	SINGA, DR MADHAVIAH	Status	Issued
42054	172293-21009690_1223			100	01/17/24	200.00	0.00	200.00
				***	Payment Total	200.00	0.00	200.00
Payment Number	1185378	Payment Date	01/17/24	Vendor	43264	SINGH, TANU & SATENDRA	Status	Issued
43264	146433-16532187_1223			100	01/17/24	38.48	0.00	38.48
				***	Payment Total	38.48	0.00	38.48
Payment Number	1185379	Payment Date	01/17/24	Vendor	43277	SMETS, TERESA	Status	Issued
43277	160191-21002183_1223			100	01/17/24	174.90	0.00	174.90
				***	Payment Total	174.90	0.00	174.90
Payment Number	1185380	Payment Date	01/17/24	Vendor	24433	SMITH PARTNERS & ASSOC	Status	Issued
24433	198393-16801311_1223			100	01/17/24	32.29	0.00	32.29
				***	Payment Total	32.29	0.00	32.29
Payment Number	1185381	Payment Date	01/17/24	Vendor	43294	SSR ACQUISITIONS LLC	Status	Issued
43294	194290-43010876_1223			100	01/17/24	15.00	0.00	15.00
				***	Payment Total	15.00	0.00	15.00
Payment Number	1185382	Payment Date	01/17/24	Vendor	43234	STAMATAKOS & AMY DAGNON, MARK	Status	Issued
43234	111380-15516399_1223			100	01/17/24	22.23	0.00	22.23
				***	Payment Total	22.23	0.00	22.23
Payment Number	1185383	Payment Date	01/17/24	Vendor	43252	STRISKA, MARGARET	Status	Issued
43252	130123-16524396_1223			100	01/17/24	11.25	0.00	11.25
				***	Payment Total	11.25	0.00	11.25
Payment Number	1185384	Payment Date	01/17/24	Vendor	43280	SULLIVAN, KEVIN	Status	Issued
43280	162254-21003207_1223			100	01/17/24	44.79	0.00	44.79
				***	Payment Total	44.79	0.00	44.79
Payment Number	1185385	Payment Date	01/17/24	Vendor	43259	SZCZESNIAK, SANDRA	Status	Issued
43259	141898-16529649_1223			100	01/17/24	26.87	0.00	26.87
				***	Payment Total	26.87	0.00	26.87
Payment Number	1185386	Payment Date	01/17/24	Vendor	43286	TAMBORSKI, RICHARD	Status	Issued

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Cash Code 1414 Bank 071923909 Payment Date Range 01/17/24 thru 01/17/24
Payment Code CHK Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1185386	Payment Date	01/17/24	Vendor	43286	TAMBORSKI, RICHARD	Status	Issued
43286	166422-21005170_1223			100	01/17/24	121.87	0.00	121.87
				***	Payment Total	121.87	0.00	121.87
Payment Number	1185387	Payment Date	01/17/24	Vendor	43224	TARASEWICZ, CLARE	Status	Issued
43224	196267-11507587_1223			100	01/17/24	32.23	0.00	32.23
				***	Payment Total	32.23	0.00	32.23
Payment Number	1185388	Payment Date	01/17/24	Vendor	43274	TERTIA JEPPSON, GREGORY TUTOR/	Status	Issued
43274	156666-21000383_1223			100	01/17/24	16.88	0.00	16.88
				***	Payment Total	16.88	0.00	16.88
Payment Number	1185389	Payment Date	01/17/24	Vendor	43278	TURNER, WILLIAM P	Status	Issued
43278	160216-21002199_1223			100	01/17/24	258.67	0.00	258.67
				***	Payment Total	258.67	0.00	258.67
Payment Number	1185390	Payment Date	01/17/24	Vendor	42949	TWOOMEY, DONNA S	Status	Issued
42949	193615-44414952_1223			100	01/17/24	38.23	0.00	38.23
				***	Payment Total	38.23	0.00	38.23
Payment Number	1185391	Payment Date	01/17/24	Vendor	42950	VERNARD, MICHAEL & JANET	Status	Issued
42950	193677-44414980_1223			100	01/17/24	54.28	0.00	54.28
				***	Payment Total	54.28	0.00	54.28
Payment Number	1185392	Payment Date	01/17/24	Vendor	43298	WUNDER, MICHAEL & JOCELYN	Status	Issued
43298	193872-44415067_1223			100	01/17/24	67.75	0.00	67.75
				***	Payment Total	67.75	0.00	67.75
Payment Number	1185393	Payment Date	01/17/24	Vendor	43269	YING, DA	Status	Issued
43269	195006-18002922_1223			100	01/17/24	48.03	0.00	48.03
				***	Payment Total	48.03	0.00	48.03
				***	Payment Code CHK Total	6,321.59	0.00	6,321.59
					Payment Count	92		
				***	Cash Code 1414 Total	6,321.59	0.00	6,321.59
					Payment Count	92		
				***	Pay Group 2000 USD Total	6,321.59	0.00	6,321.59
					Payment Count	92		



Wire Transfer

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

File #: 24-0287

Agenda Date: 1/23/2024

Agenda #: 8.G.

Bank Account Payment History

AP255 Date: 01/05/24
Time: 10:37

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD
Job Name: AP255-1100
Step Nbr: 1

Pay Group: 1100

Cash Code: 3910

Class C Account

Payment Date: 010524 - 010524

Payment Numbers:

-

Payment Code: WTF

Wire Transfer

Bank Account Payment History

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 10:37 Bank Account Payment History

Cash Code 3910 Bank 071000013 Payment Date Range 01/05/24 thru 01/05/24
Payment Code WTF Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	10224	Payment Date	01/05/24	Vendor	11521	CORVEL CORPORATION	Status	Issued
11521	010224-DUPAG			102	02/01/24	144,913.88	0.00	144,913.88
		***	Payment Total			144,913.88	0.00	144,913.88
		***	Payment Code WTF Total			144,913.88	0.00	144,913.88
			Payment Count			1		
		***	Cash Code 3910 Total			144,913.88	0.00	144,913.88
			Payment Count			1		
		***	Pay Group 1100 USD Total			144,913.88	0.00	144,913.88
			Payment Count			1		



Wire Transfer

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

File #: 24-0334

Agenda Date: 1/23/2024

Agenda #: 8.H.

Bank Account Payment History

AP255 Date: 01/09/24
Time: 15:04

JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD
Job Name: AP255-1200
Step Nbr: 1

Pay Group: 1200
Cash Code: 3910 Class C Account

Payment Date: 010924 - 010924
Payment Numbers: 10524 - 10524
Payment Code: WTF Wire Transfer

Bank Account Payment History

AP255 Date 01/09/24
Time 15:04

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

Page 1

Payment Date Range 01/09/24 thru 01/09/24
Payment Number Range 10524 thru 10524

Cash Code 3910 Bank 071000013
Payment Code WTF

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	10524	Payment Date	01/09/24	Vendor	10794	IL DEPT OF REVENUE	Status	Issued
10794 010524				100	01/09/24	1,355.00	0.00	1,355.00
		*** Payment Total				1,355.00	0.00	1,355.00
		*** Payment Code WTF Total				1,355.00	0.00	1,355.00
		Payment Count				1		
		*** Cash Code 3910 Total				1,355.00	0.00	1,355.00
		Payment Count				1		
		*** Pay Group 1200 USD Total				1,355.00	0.00	1,355.00
		Payment Count				1		



Consent Item

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

File #: 24-0388

Agenda Date: 1/23/2024

Agenda #: 8.I.

DU PAGE COUNTY RECORDER
MONTHLY REVENUE STATEMENT

I herewith submit to you my report as Du Page County Recorder showing the financial condition of the office for the month of December, 2023

[REDACTED]
Kathleen V. Carrier

1-Dec-23

REVENUE FOR DECEMBER, 2023

Recordings, Filings	\$	152,096.00	
Copies	\$	889.00	
Fines	\$	50.00	
Fidlar Tapestry Credit	\$	917.00	
Document Storage System Fees (DSS)	\$	56,423.00	
Image Export Fees to DSS	\$	-	
Data Processing GIS Fees	\$	112,857.00	
Recorder GIS Fees	\$	5,643.00	
Rental Housing Support Program (RHSP)(STATE)	\$	97,722.00	
Rental Housing Support Program (RHSP)(DSS)	\$	2,758.00	
Interest Earned	\$	-	
Overpayments	\$	13.00	
Overpayments Refunded (checks)	\$	-	
Deposits on Escrow	\$	567.88	
Miscellaneous Revenue	\$	-	
Illinois Transfer Tax Stamps:			
MyDec (State)	\$	636,916.00	
MyDec (County)	\$	318,458.00	
Total			\$ 1,385,309.88

PAYMENTS ON ACCOUNT

Recordings, Filings, Searches and Fines	\$	3,206.00	
Copies	\$	73.00	
Document Storage System Fees	\$	1,170.00	
Image Export Fees to Document Storage Fund	\$	5,566.34	
Data Processing GIS Fees	\$	2,340.00	
Recorder GIS Fees	\$	117.00	
Rental Housing Support Program (RHSP)	\$	-	
Total			\$ 12,472.34

TOTAL CASH REVENUE			\$ 1,397,782.22
---------------------------	--	--	------------------------

DU PAGE COUNTY RECORDER
MONTHLY REVENUE STATEMENT

DISBURSEMENTS

Transfer Stamps (ILDOR)	\$	636,916.00
Document Storage Fund (DSS)	\$	57,593.00
Image Export Fees to DSS Fund	\$	5,566.34
Data Processing GIS Fund	\$	115,197.00
Recorder GIS Fund	\$	5,760.00
Rental Housing Support Program (RHSP)(ILDOR)	\$	97,722.00
Rental Housing Support Program (RHSP)(DSS)	\$	2,758.00
Unearned Revenue (escrow)	\$	567.88
Unrecoverable NSF Checks	\$	-
Bank Fees	\$	-
TOTAL DISBURSEMENTS	\$	922,080.22
Net Earnings for December, 2023	\$	475,702.00

ACCOUNTS RECEIVABLE

	Current Month		Prior Month	
Recordings, Filings, Searches and Fines	\$	3,610.00	\$	2,476.00
Copies	\$	90.00	\$	78.50
Document Storage System Fees, (DSS)	\$	1,170.00	\$	555.00
Image Export Fees to DSS Fund	\$	4,535.31	\$	-
Data Processing GIS Fees	\$	2,340.00	\$	1,090.00
Recorder GIS Fees	\$	117.00	\$	59.00
Rental Housing Support Program (RHSP)	\$	19.00	\$	-
	\$	11,881.31	\$	4,258.50
FEES EARNED NOT RECEIVED as of 12/31/2023		\$16,139.81		



Consent Item

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

File #: 24-0389

Agenda Date: 1/23/2024

Agenda #: 8.J.

STATE OF ILLINOIS }
COUNTY OF DU PAGE } SS

I, JEAN KACZMAREK, COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS,
BEING DULY SWORN ON OATH, DEPOSE AND SAY THAT THE FOREGOING IS A
TRUE AND CORRECT REPORT OF THE RECEIPTS AND DISBURSEMENTS OF MY
OFFICE DURING THE MONTH OF DECEMBER 2023.

SUMMARY BANK BALANCE

Beginning Balance as of December 1, 2023	\$1,061,399.06
Total Receipts:	\$2,515,168.61
Total Disbursements:	\$1,249,199.76
Cash Balance as of December 29, 2023	\$2,327,367.91

ALL OF WHICH APPEARS FROM THE RECORDS IN MY OFFICE REMAINING.

GIVEN UNDER MY HAND AND THE OFFICIAL SEAL OF MY OFFICE AT
WHEATON, ILLINOIS, THIS 11TH DAY OF JANUARY A.D., 2024.


JEAN KACZMAREK
DU PAGE COUNTY CLERK

I HEREWITH SUBMIT TO YOU MY REPORT AS DU PAGE COUNTY CLERK SHOWING
THE FINANCIAL CONDITION OF MY OFFICE FOR THE MONTH OF DECEMBER 2023.

BALANCE BROUGHT FORWARD NOVEMBER 30, 2023

	<u>Prior Balance</u>	<u>Receipts</u>	<u>Disbursed</u>	<u>Balance</u>
Cash on Hand	500.00	0.00	0.00	500.00
Marriage Licenses	6,960.00	7,110.00	6,960.00	7,110.00
Vital Statistics	19,902.00	17,047.00	19,902.00	17,047.00
Certified Copies	342.00	580.00	342.00	580.00
Notary Public	0.00	0.00	0.00	0.00
Assumed Name	270.00	310.00	270.00	310.00
Tax Deeds	10.00	10.00	10.00	10.00
Tax Search	0.00	0.00	0.00	0.00
Plat Certificates	16.00	32.00	16.00	32.00
Computer Lists	0.00	0.00	0.00	0.00
Civil Union	60.00	0.00	60.00	0.00
Miscellaneous	4.00	48.00	4.00	48.00
Overpayments	0.00	4,745.65	4,745.65	0.00
Tax Sale Notices	85.44	1,339.33	85.44	1,339.33
Liquor License	0.00	0.00	0.00	0.00
Map Sales	0.00	8.00	0.00	8.00
Document Storage Fees	5,848.00	5,060.00	5,848.00	5,060.00
Death Surcharge	0.00	2,512.00	2,512.00	0.00
Amusement Fee	0.00	0.00	0.00	0.00
Domestic Violence	0.00	1,185.00	1,185.00	0.00
Raffle Fee	100.00	0.00	100.00	0.00
Assignment Fee	300.00	30.00	300.00	30.00
Fingerprints	72.00	0.00	72.00	0.00
Maps-Internet	0.00	0.00	0.00	0.00
Tobacco Sellers License	300.00	100.00	300.00	100.00
Estimate of Redemption	2,000.00	14,050.00	2,000.00	14,050.00
Election Maps	76.00	13.00	76.00	13.00
Election Lists	0.00	0.00	0.00	0.00
Election Miscellaneous	2,719.37	5.00	2,719.37	5.00
Election State Reimbursement	0.00	0.00	0.00	0.00
Election Refunds	0.00	0.00	0.00	0.00
SUBTOTAL	39,564.81	54,184.98	47,507.46	46,242.33
Tax Sale Redemptions	1,027,489.72	2,460,523.63	1,201,181.63	2,286,831.72
Fraudulant Funds	-40.00	0.00	0.00	-40.00
Credit Card Fee	-5,615.47	460.00	510.67	-5,666.14
TOTAL	1,061,399.06	2,515,168.61	1,249,199.76	2,327,367.91



Consent Item

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

File #: 24-0395

Agenda Date: 1/23/2024

Agenda #: 8.K.

MONTHLY REPORT of INVESTMENTS and DEPOSITS

December 2023

Report disclosing the investments and deposits of county moneys as of the first business day of January 2024, 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.

[REDACTED]

**GWEN HENRY
DUPAGE COUNTY TREASURER**

FILED
JAN 16 2024

[REDACTED]

DUPAGE COUNTY TREASURER
INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 12/31/2023

Bank Name	Description	Balance 12/31/2023
Collector Accounts		
First Eagle Bank	Collector	10,000.06
Parkway Bank	Collector	10,000.00
BMO/Harris Bank	Collector	174,397.44
BMO/Harris Bank	Collector Lock Box	2,021,597.12
Providence Bank	Collector	9,960.00
Associated Bank, NA	Collector	10,000.00
CIBC	Collector	10,000.00
Fifth Third Bank	Collector	32,173.77
First Secure Community Bank	Collector	10,000.00
Avenue Bank	Collector	10,000.00
Community Bank of Elmhurst	Collector	9,999.70
Itasca Bank & Trust Co.	Collector	10,000.00
Republic Bank	Collector	10,000.00
Wheaton Bank & Trust	Collector	3,421,958.04
First American Bank	Collector	9,992.00
Old Second Natl Bank /West Sub	Collector	20,615.97
Hanmi Bank	Collector	10,000.00
JPMorgan Chase Bank	Collector	9,621,347.87
Lisle Savings Bank	Collector	10,000.00
Busey Bank	Collector	9,991.64
Peoples/Royal Savings Bank	Collector	10,000.00
Inland Bank/Byline	Collector	0.00
Old National Bank	Collector	10,063.92
Grand Ridge National Bank	Collector	10,000.00
FNBW	Collector	10,000.00
Lemont National Bank & Trust Co.	Collector	9,999.52
Total Collector		15,482,097.05
Class C / General Fund Accounts		
Associated Bank	Class C - IMET	8,466,298.59
Fifth Third Bank	Class C Account	18,636,849.26
Fifth Third Bank	Class C Accounts Payable	11,531,588.05
Fifth Third Bank	Class C Account	6,556,484.85
Fifth Third Bank	Payroll Account	3,835,350.06
Wheaton Bank & Trust	Class C MMA	74,210,947.28
Wheaton Bank & Trust	Veterans Assist Comm MMA	81,578.28
Wheaton Bank & Trust	DuPage County Recorder	1,399,299.49
JPMorgan Chase Bank	Class C Account	23,795,828.43
JPMorgan Chase Bank	UST Emer Rent Assistance	16,271,059.69
Grand Ridge National Bank	Sheriff Extradition	5,061.86
Grand Ridge National Bank	Sheriff Administrative	2,793.85
Grand Ridge National Bank	Jail Commissary Account	1,324,138.05
Grand Ridge National Bank	State Drug Traffic Prevention	46,147.02
Grand Ridge National Bank	Sheriff Investigative Fund	40,944.29
Grand Ridge National Bank	Sheriff Sex Offender Fund	10,901.70
Grand Ridge National Bank	Violent Offender Against Youth	615.00
Total Class C / General Fund		166,215,885.75

DUPAGE COUNTY TREASURER
INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 12/31/2023

Bank Name	Description	Balance 12/31/2023
Employee Benefits		
Itasca Bank & Trust Co.	Employee Benefit Account	3,004,395.36
Total Employee Benefits		3,004,395.36
Class D		
Fifth Third Bank	Chancery Sales Fund	0.00
Fifth Third Bank	Inmate Special Fund (Stellar)	0.00
Wheaton Bank & Trust	Class D Escrow	4,551,394.79
Wheaton Bank & Trust	County Clerk	2,043,992.80
JPMorgan Chase Bank, N.A.	Class D Account	1,828,216.37
JPMorgan Chase Bank, N.A.	State's Attorney Forfeiture	727,585.25
JPMorgan Chase Bank, N.A.	Employees IMRF Account	4,565,291.96
JPMorgan Chase Bank, N.A.	Employees Spec Wage Deduction	24,336.94
Grand Ridge National Bank	Federal Law Enforce Treas Acct	416,425.30
Grand Ridge National Bank	Federal Law Enforce Justice Ac	417.74
Grand Ridge National Bank	Arson Task Force Fund	3,448.15
Grand Ridge National Bank	Chancery Sales Fund	3,754,007.54
Grand Ridge National Bank	Drug Traffic Seizure Fund	1,486.00
Grand Ridge National Bank	Inmate Special Fund (Stellar)	108,616.87
Grand Ridge National Bank	Chancery Surplus Fund	2,622,817.57
Grand Ridge National Bank	Inmate Sedentary Fund	36,439.52
JPMorgan Chase Bank	Condemnation Account	1,274,071.83
Total Class D		21,958,548.63
ETSB		
Wheaton Bank & Trust	Class D ETSB Account	190,466.74
Wheaton Bank & Trust	Class D ETSB MMA	7,343,154.85
Total ETSB		7,533,621.59
Health Department		
Fifth Third Bank	Board Of Health Account	11,476,628.96
Wheaton Bank & Trust	Health Dept MMA	15,951,741.29
US Bank	Board of Health EPAY Account	3,210,672.80
Total Health Department		30,639,043.05
Public Works		
Wheaton Bank & Trust	Public Works MMA	2,420,633.89
JPMorgan Chase Bank	PW Bond Account	6,837,389.76
Total Public Works		9,258,023.65
TOTAL DEMAND BALANCES		254,091,615.08
TOTAL INVESTMENT BALANCES (1)		395,541,355.15
TOTAL DEMAND AND INVESTMENT BALANCES		649,632,970.23

(1) See Page 3 for details.

**DUPAGE COUNTY TREASURER
INVESTMENT DETAIL REPORT AS OF 12/31/2023**

Bank Name	Security	Rate of Interest / Yield	Maturity Date	12/31/2023
General Fund Investment Pool				
Grand Ridge National Bank	CD	0.800	2/24/2024	2,000,000.00
Grand Ridge National Bank	CD	4.500	2/24/2024	3,000,000.00
Providence Bank	CD	4.610	5/3/2024	3,000,000.00
Old National Bank	CD	5.500	6/29/2024	5,000,000.00
First Nations Bank	CD	5.060	7/15/2024	3,500,000.00
Old National Bank	CD	5.200	7/18/2024	10,000,000.00
First Nations Bank	CD	5.250	8/5/2024	2,000,000.00
First Nations Bank	CD	5.060	9/15/2024	1,000,000.00
First Nations Bank	CD	5.245	11/9/2024	3,000,000.00
Providence Bank	CD	5.102	11/8/2024	5,000,000.00
First Nations Bank	CD	5.060	12/9/2024	1,000,000.00
				<u>38,500,000.00</u>
U.S. Treasury	Coupon Securities	4.782		21,000,000.00
U.S. Treasury/Fifth Third	Bills	5.449		6,000,000.00
MainStreet /US Bank NA	Managed Asset Account			11,945,656.94
Great Lakes /US Bank NA	Managed Asset Account			39,506,155.48
PFMAM / US Bank	Managed Asset Account			95,070,189.44
				<u>146,522,001.86</u>
Total General Fund Investment Pool				<u>212,022,001.86</u>
CARES Act /ARPA Investment Pool				
PFMAM / US Bank	Managed Asset Account			92,783,892.34
Total CARES Act /ARPA - Investment Pool				<u>92,783,892.34</u>
Employee Benefits Investment Pool				
First Nations Bank -Wheaton	CD	5.060	5/2/2024	2,500,000.00
Inland Bank and Trust	CD	4.700	5/3/2024	2,500,000.00
First Nations Bank	CD	4.980	10/30/2024	1,500,000.00
Providence Bank	CD	5.102	11/8/2024	2,000,000.00
U.S. Treasury	Coupon Securities	5.299	9/30/2024	2,500,000.00
U.S. Treasury	Bills	5.436	2/8/2024	2,500,000.00
Total Employee Benefits Investment Pool				<u>13,500,000.00</u>
Health Department Investment Pool				
Wheaton Bank & Trust	CD	5.250	7/18/2024	5,000,000.00
First Nations Bank-Wheaton	CD	5.245	11/8/2024	3,000,000.00
U.S. Treasury	Coupon Securities	5.052		12,000,000.00
MainStreet / US Bank	Managed Asset Account			10,507,562.21
Total Health Department Investment Pool				<u>30,507,562.21</u>
ETSB Investment Pool				
Great Lakes /US Bank NA	Managed Asset Account			32,853,781.59
Total ETSB Investment Pool				<u>32,853,781.59</u>
Public Works Investment Pool				
Wheaton Bank & Trust	CD	5.250	7/18/2024	2,000,000.00
Providence Bank	CD	5.102	11/8/2024	2,000,000.00
PFMAM / US Bank	Managed Asset Account			9,874,117.15
Total Public Works Investment Pool				<u>13,874,117.15</u>
Total Investment Pools				<u>395,541,355.15</u>



Consent Item

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

File #: 24-0401

Agenda Date: 1/23/2024

Agenda #: 8.L.

CHANGE ORDERS				
Tuesday, January 23, 2024				
Department	Vendor	PO#	Amount	Action
Human Services	DuPage Federation on Human Services Reform	5957	\$ (23,427.74)	Decrease & Close
Technology	SHI International Corporation	5688	\$ (35,980.67)	Decrease & Close
Transportation	Vulcan, Inc.	5767	\$ (77,522.15)	Decrease & Close



County Board Appointment

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

File #: CB-R-0014-24

Agenda Date: 1/23/2024

Agenda #: 9.A.

APPOINTMENT OF GINA LAMANTIA TO THE DU PAGE AIRPORT AUTHORITY

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Gina LaMantia to be a Commissioner of the DuPage Airport Authority; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 5/3.1, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Gina LaMantia to be a Commissioner of the DuPage Airport Authority for a term expiring January 29th, 2029; and

BE IT FURTHER RESOLVED that the "Certificate of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Gina LaMantia; Phillip Luetkehans, Luetkehans, Brady, Garner & Armstrong, LLC, 105 East Irving Park Road, Itasca, IL 60143; Mark Doles, DuPage Airport Authority, 2700 International Dr., Suite 200, West Chicago, IL 60185.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**IN THE MATTER OF THE APPOINTMENT OF A COMMISSIONER
OF THE DU PAGE AIRPORT AUTHORITY**

CERTIFICATE OF APPOINTMENT

I, Deborah A. Conroy, Chair of the DuPage County Board, with the advice and consent of the DuPage County Board members, hereby appoint Gina LaMantia to be a Commissioner at large of the DuPage Airport Authority for a term expiring January 29th, 2029. Gina LaMantia resides at [REDACTED], Wayne, IL 60184, within the territory of the DuPage Airport Authority.

Deborah A. Conroy, Chair
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	December 19, 2023 3:32 pm
Browser:	Chrome 120.0.0.0 / Windows
IP Address:	208.185.193.131
Unique ID:	[REDACTED]

Name of Board or Agency you are interested in appointment to	DuPage Airport Authority
--	--------------------------

Previous Board Experience

Have you ever served on this Board or Agency before?	Yes
--	-----

If yes, how long?	2004
-------------------	------

Personal Information

Name	Gina LaMantia
------	---------------

Email	[REDACTED]
-------	------------

Address	[REDACTED] [REDACTED]
---------	--------------------------

Phone	[REDACTED]
-------	------------

Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/15667274985
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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 truly love serving on the DuPage Airport Authority Board ("Airport Board") and would be honored if my current appointment was renewed. I have worked diligently for the past twenty years to turn the DuPage Airport into one of DuPage County's most precious gems for its taxpayers. Since my original appointment, I have given my time, talent, and conscientious commitment to serving on the Airport Board. My track record speaks for itself (with the exception of two board meetings in twenty years), I have faithfully attended all regular board meetings. I have actively participated in various committees; including special committees, if required for the Airport Board. I have served as Chair, Vice Chair and Secretary on behalf of the Airport Board. When I started on the Airport Board in 2004, the financial balance sheet for the DuPage Airport was in the red and now I can proudly state that the current financial balance sheet for the DuPage Airport is in the black. My extensive real estate experience has been a vital asset to the Airport Board. Further, my lengthy tenure and historical knowledge are invaluable to my decision-making, and they assist me in my mentoring responsibilities for other members serving on the Airport Board. As stated above, I truly love serving on the Airport Board and I am aware of what a great honor and privilege it is to serve the taxpayers of DuPage county in this capacity. To the Honorable Chair Conroy and the DuPage County Board Members, I am forever grateful for the past opportunity and would appreciate your consideration of my reappointment for an additional term. Thank you, Gina R. LaMantia

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

PROFESSIONAL EXPERIENCE

Equis Law Group, LLC
Principal / Member

2018- present

- Manage the acquisition, analysis, sale and finance of commercial shopping center and portfolios.
- Manage the acquisition and disposition of industrial building sites.
- Analyze project development/redevelopment and operating property issues.
- Review leases for alternative uses and building configurations.
- Draft and negotiate purchase agreements, leases, easements and closing documents.
- Coordinate due diligence efforts of cross-functional acquisition and closing teams.
- Research environmental, zoning, association, subdivision and transfer tax matters.
- Provide legal interpretations of existing agreements governing issues such as consent requirements for proposed shopping center redevelopments and common area maintenance contributions disputes.
- Supervise outside counsel and assist in handling eminent domain, association and litigation matters.
- Supervise management in handling commercial associations.
- Coordinate post-closing matters with management team to assist in ongoing success of the acquired parcel.

Charles Benvenuto P.C., Oak Brook, Illinois
Counsel, www.benvenutolaw.com

2005 – 2018

- Manage the acquisition, analysis, sale and finance of commercial shopping centers and portfolios.
- Analyze project development/redevelopment and operating property issues.
- Review leases for alternative uses and building configurations.
- Draft and negotiate purchase agreements, easements and closing documents.
- Coordinate due diligence efforts of cross-functional acquisition and closing teams.
- Research environmental, zoning, association, subdivision and transfer tax matters.
- Provide legal interpretations of existing agreements governing issues such as consent requirements for proposed shopping center redevelopments and common area maintenance contributions disputes.
- Supervise outside counsel and assist in handling eminent domain, association and litigation matters.
- Review, analysis, maintenance and monitoring of commercial owners and associations for various shopping center REITS.
- Supervise management in handling commercial associations.

DuPage Airport Authority, West Chicago, Illinois
Commissioner, www.dupageairport.com

Term 1 (March 2004 – January 2009)
Term 2 (January 2009 – January 2014)
Term 3 (January 2014 – present)

- Serving third term as Commissioner.
- Served as: Chair, Vice Chairman and Secretary.
- Served as Chairman of the Internal Policy Committee and former member of Golf Committee and Capital Development Committee which oversees the management and leasing at Airport as well as management and coordination with master developer of the DuPage Business Center.

- Represented clients in numerous jury and bench trials and arbitration hearings for personal injury, class actions and chancery matters.
- Responsible for a self-insurance personal injury defense account.
- Responsible for residential closings.

ACADEMIC SUMMARY

- ITT Chicago – Kent College of Law, Chicago, Illinois • Juris Doctor, 1991.
- University of Illinois, Urbana, Illinois • Bachelor of Arts in Political Science, 1988.

BAR ADMISSIONS & LICENSES

- State of Illinois admitted November 1991.
- United States District Court, Northern District of Illinois, admitted 1992.
- Supreme Court of the United States of America admitted 1995.
- Illinois Licensed Real Estate Managing Broker (License No: 471.014387).

VOLUNTEER WORK

- Pro-bono legal work.
- Supporter and volunteer for Tuskegee Next: The mission statement of Tuskegee Next is while honoring the legacy of the Tuskegee Airmen, Tuskegee Next transforms the lives of under-represented youth through aviation education and career path opportunities, so they can transform their communities.



County Board Appointment

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

File #: CB-R-0015-24

Agenda Date: 1/23/2024

Agenda #: 9.B.

APPOINTMENT OF ANTHONY GIUNTI TO THE DU PAGE AIRPORT AUTHORITY

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Anthony Giunti to be a Commissioner of the DuPage Airport Authority; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 5/3.1, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Anthony Giunti to be a Commissioner of the DuPage Airport Authority for a term expiring January 29th, 2029; and

BE IT FURTHER RESOLVED that the "Certificate of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Anthony Giunti; Phillip Luetkehans, Luetkehans, Brady, Garner & Armstrong, LLC, 105 East Irving Park Road, Itasca, IL 60143; Mark Doles, DuPage Airport Authority, 2700 International Dr., Suite 200, West Chicago, IL 60185.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Form Name:	DuPage County Application Form for Appointment
Submission Time:	December 20, 2023 1:07 pm
Browser:	Chrome 120.0.0.0 / Windows
IP Address:	76.247.11.185
Unique ID:	

Name of Board or Agency you are interested in appointment to	DuPage Airport Authority
--	--------------------------

Previous Board Experience

Have you ever served on this Board or Agency before?	Yes
--	-----

If yes, how long?	2 years
-------------------	---------

Personal Information

Name	Anthony Giunti
------	----------------

Email	
-------	--

Address	
---------	--

Phone	
-------	--

Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/15671624462
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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.	The DAA serves as an economic engine for DuPage County. It is an honor and a privilege to serve as a commissioner. For the last 13 years, I have served as a trustee to IBEW Local 701 Pension and Health and welfare funds. I believe that my ability to read and understand complex financial reports will be an asset to the DAA.
---	--

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

**IN THE MATTER OF THE APPOINTMENT OF A COMMISSIONER
OF THE DU PAGE AIRPORT AUTHORITY**

CERTIFICATE OF APPOINTMENT

I, Deborah A. Conroy, Chair of the DuPage County Board, with the advice and consent of the DuPage County Board members, hereby appoint Anthony Giunti to be a Commissioner at large of the DuPage Airport Authority for a term expiring January 29th, 2029. Anthony Giunti resides at [REDACTED], Naperville, IL 60565, within the territory of the DuPage Airport Authority.

Deborah A. Conroy, Chair
DuPage County Board

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

**LOCAL UNION
NO. 701**



28600 BELLA VISTA PARKWAY, STE. 1000 • WARRENVILLE, IL 60555 • (630) 393-1701
FAX (630) 393-3560
WWW.IBEW701.ORG

**Professional Summary
Anthony Giunti
28600 Bella Vista Parkway
Suite 1000
Warrenville, IL 60555**

"The achievements of an organization are the results of the combined effort of each individual."
-Vince Lombardi

I am an effective leader, skilled in enlisting the support of my team members in working towards project and organizational goals.

Education

- 1990 Graduate Glenbard North High School
- 1990 Northern Illinois University
- 1991 College of DuPage
- 7/20/1992 Accepted into I.B.E.W. Local Union 701 Inside Journeyman Wireman Apprenticeship Program
- 1997 Graduated as an Inside Journeyman Wireman

Professional Experience

- 1997 - Present. Appointed to I.B.E.W. Local Union 701 Social Committee
- 2001 - 2004 Foreman Electrical Design Systems Corporation
- 2004 - 2006 Foreman Huen Electric
- 2006 Foreman Grace Electric Corp
- 2006 - 2009 Foreman Superior Electrical Systems Corp
- 2007 Elected to I.B.E.W. Local Union 701 Executive Board
- 2008 Appointed as Recording Secretary to the I.B.E.W. Local Union 701 Executive Board
- 2008 Superintendent Superior Electrical Systems, Inc.
- 2009 - 2011 General Foreman Meade Electric
- 2010 Elected as Recording Secretary to the I.B.E.W. Local Union 701 Executive Board
- 2010 Elected as an I.B.E.W. Local Union 701 Delegate to the IBEW International Convention in Vancouver Canada
- 2010 - Present. Member of Italian American Labor Council
- 2011 - 2012 Meade Electric Safety Auditor
- 3/5/12 Business Representative I.B.E.W. Local Union 701
- 4/1/12 - Present. I.B.E.W. Local Union 701 Board of Trustees Labor Trustee
- 4/1/12 - Present. I.B.E.W. Local Union 701 Needy Members Fund Board of Directors
- 11/1/14 - Present. Appointed Assistant Business Manager of I.B.E.W. Local Union 701
- 3/1/15 - Present. I.B.E.W. Local 701 Apprentice Instructor for COMET and I.B.E.W. Code of Excellence
- 1/1/2018 - 1/1/2020 Midwest Shelter for Homeless Veterans Board of Directors
- 1/25/22 - Present. DuPage Airport Authority Commissioner
- 6/21/22 - Present. Elected Business Manager/Financial Secretary of I.B.E.W. Local Union 701
- 8/1/22 - Present. Chairman of I.B.E.W. Local 701 Labor Management Cooperation Committee (LMCC)
- 8/1/22 - Present. Chairman of I.B.E.W. 701 Joint Apprenticeship Training Committee (JATC)
- 8/1/22 Appointed Secretary Treasurer of the DuPage County Building Trades Council
- 11/1/22 Appointed to the I.B.E.W. Illinois State Conference Executive Board

MEETS THIRD TUESDAY OF EACH MONTH



Anthony Giunti
Professional Summary
Page 2

- 1/24/23 Elected Secretary Treasurer of the DuPage County Building Council
- 2/1/23 Appointed Vice President of the Italian American Labor Council

Certifications

- Lift hazard awareness
- Confined space entry
- Rigging Hazard awareness
- Work Zone hazard awareness
- Supervisor skills training
- Hilti qualified operator
- NFPA-70E Arc/Flash
- OSHA 10
- OSHA 30
- CPR/AED
- Code of Excellence
- COMET Training
- 2012 International Foundation Certificate of Achievement for the New Trustee Institute
- 2012 International Foundation Certificate of Attendance for participation in 58th Annual Employee Benefits Conference
- 2013 University of Illinois & IBEW Sixth District Arbitration Institute
- 2014 International Foundation Certificate of Achievement for Completion of the Trustee Masters Program
- 2014 International Foundation Certificate of Attendance for participation in 60th Annual Employee Benefits Conference
- 2019 International Foundation Certificate of Attendance for participation in 65th Annual Employee Benefits Conference
- 2020 International Foundation Certificate of Attendance for participation in 66th Annual Employee Benefits Conference
- 2023 International Foundation Certificate of Attendance for participation in 69th Annual Employee Benefits Conference

Anthony Giunti
Business Manager/Financial Secretary
I.B.E.W. Local Union 701
28600 Bella Vista Parkway, Suite 1000
Warrenville, IL 60555
(630) 393-1701, Option 9
(630) 791-2674, Direct
(630) 393-3560, Fax
[REDACTED]



County Board Appointment

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

File #: CB-R-0016-24

Agenda Date: 1/23/2024

Agenda #: 9.C.

**APPOINTMENT OF ERIC SWANSON AS A MEMBER (SHERIFF)
OF THE EMERGENCY TELEPHONE SYSTEM BOARD FOR 9-1-1**

WHEREAS, 50 ILCS 750/15.4 provides that the corporate authorities of the County shall establish an Emergency Telephone System Board ("ETSB") and shall provide for the manner of appointment and the number of members of the ETSB; and

WHEREAS, the DuPage County Board at the June 13, 1989, meeting created the Emergency Telephone System Board for 9-1-1 and on June 25, 2013 in Ordinance OEX-003B-89 amended Section 20-40 of the DuPage County Code pertaining to the ETSB providing for the appointment of one member representing the DuPage County Sheriff; and

WHEREAS, Deborah A. Conroy has submitted to the County Board her nomination of Eric Swanson to serve as a Member (Sheriff's Representative) of the Emergency Telephone System Board term expiring December 1, 2025.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that the County Board, pursuant to the nomination of the Chair, does hereby appoint Eric Swanson as a Member of the Emergency Telephone System Board representing the DuPage County Sheriff for a term expiring December 1, 2025; and

BE IT FURTHER RESOLVED that the attached "Notice of Nomination" be attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to Eric Swanson; the DuPage County Sheriff; the County Board Office; and the Executive Director of the ETSB.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

NOTICE OF NOMINATION

By virtue of the power vested in me under 50 ILCS 750/15.4, as amended, I, Deborah A. Conroy, as Chair of the DuPage County Board, do hereby nominate Eric Swanson to serve as a Member (Sherriff's Representative) of the Emergency Telephone System Board for a term expiring December 1, 2025.

I hereby submit this nomination to the County Board for its appointment of this 23rd day of January, 2024.

Deborah A. Conroy, Chair
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	January 3, 2024 9:46 am
Browser:	Chrome 120.0.0.0 / Windows
IP Address:	50.206.250.2
Unique ID:	

Name of Board or Agency you are interested in appointment to	Emergency Telephone System Board (ETSB)
--	---

Previous Board Experience

Have you ever served on this Board or Agency before?	Yes
--	-----

If yes, how long?	2 years
-------------------	---------

Personal Information

Name	eric swanson
------	--------------

Email	
-------	--

Address	
---------	--

Phone	
-------	--

Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/15716405025
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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 wish to continue serving on the ETSB for the Sheriff's Office.
---	--

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

Eric Swanson
DuPage County Sheriff's Office
D-(630)407-2032 [REDACTED]
Eric.Swanson@DuPageSheriff.org

OBJECTIVE:

Appointment to the DuPage County Emergency Telephone Systems Board (ETSB)

EDUCATION & SELECTED TRAINING:

Bachelor of Arts Degree, Criminal Justice Administration: 1999
Columbia College, Columbia, Missouri

Certificate of Completion, School of Police Staff and Command: 2011
Northwestern University, Center for Public Safety, Evanston, Illinois

PROFESSIONAL EXPERIENCE:

DuPage County Sheriff's Office, Wheaton, Illinois: February 1999- Present

- **Deputy Chief (January 2019-Present):** As the Deputy Chief in the DuPage County Sheriff's Office Law Enforcement Bureau, I am assigned a variety of tasks. Reporting directly to the Law Enforcement Bureau Chief, I am responsible for the Patrol and Detective Divisions. I am also the Director of the Office of Professional Standards and Conduct, which includes all Internal Affairs matters as well as Use of Force reviews for the DuPage County Sheriff's Office.
- **Sergeant, Patrol Division (June 2014-January 2019):** Daily responsibilities included direct supervision of patrol deputies, monitoring performance of deputies and organizing daily schedules for assigned deputies. I also was responsible for addressing citizen complaints against my assigned deputies as they occurred.
- **Sergeant, Tactical Narcotics Team (TNT) Detective Division: (February 2010- June 2014):** Oversight and direct supervision of a multi-jurisdictional narcotics trafficking enforcement unit within the DuPage County Sheriff's Office Detective Division. Duties include supervising all undercover and covert operations related to narcotics, Vice, and Organized Crime.
- **Detective Sergeant: General Investigations Division (2009 - 2010):** Responsibilities include case assignments, supervision of 5 to 7 Detectives on a regular basis, report approvals, employee evaluation, and conducting investigations as needed.
- **Community Resource and Gang Unit (Sergeant (2008 - 2009):** Duties and responsibilities included supervision of 5 Community Resource Deputies and four Deputies assigned to Gang Unit (SR-22). Coordinated annual Sheriff's Safety Saturday Festival. Received Unit citation for planning and coordinating of the event. Also supervised gang unit activities including several gang/parole operations.

- **Detective: Detective Division (2006-2008):** Duties and responsibilities included the investigation of property and person crimes committed in DuPage County. Cases varied and included Robbery, Sexual Assault, Murder, Forgery, Theft, Harassment, etc).
- **Corporal/ Field Training Officer (2005-2006):** Assigned to the training of new recruits entering the Law Enforcement Bureau, Patrol Division, at the Sheriff's Office. Responsible for overall acclimation and training of new police officers prior to their being released from the field-training program.
- **Deputy:Patrol Division (2001-2005):** Duties and responsibilities included patrol functions, initial investigations of criminal activity, vehicle accidents, breaches of the peace, etc.
- **Deputy: Corrections Bureau (1999-2001):** Supervised inmate activity and maintained facility security.

McHenry County Sheriff's Department, Woodstock, Illinois (December 1994-February 1999)

- **Corrections Officer:** Supervised inmate activity, maintained facility security, and prisoner transport.



County Board Appointment

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

File #: CB-R-0017-24

Agenda Date: 1/23/2024

Agenda #: 9.D.

APPOINTMENT OF PUBLIC AID COMMITTEE

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 Dennis Reboletti (R), Mike Hovde, Jr. (R - Alternate), Paul Coultrap (R- Alternate), Diane Hewitt (D), John Monino (R - Alternate), Eddie Bedford (D), Randy Ramey (R), Nicole Prater (R-Alternate), and John Valle (R-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 of Dennis Reboletti (R), Mike Hovde, Jr. (R - Alternate), Paul Coultrap (R- Alternate), Diane Hewitt (D), John Monino (R - Alternate), Eddie Bedford (D), Randy Ramey (R), Nicole Prater (R- Alternate), and John Valle (R-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 Dennis Reboletti, Addison Township, 401 N. Addison Rd., Addison, IL 60101; Diane Hewitt, Lisle Township, 4711 Indiana Ave., Lisle, IL 60532; John Monino, 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; Nicole Prater, Winfield Township, 130 Arbor Ave., West Chicago, IL 60185; John Valle, York Township, 1502 S. Meyers Rd., Lombard, IL 60148; Paul Coultrap, Downers Grove Township, 4340 Prince St., Downers Grove, IL 60515.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Public Aid Committee

Member Status	Member Name	Township
Chair	Deborah A. Conroy	Countywide
Member	Dennis Reboletti	Addison
Member	Diane Hewitt	Lisle
Member	Eddie Bedford	Naperville
Member	Randy Ramey	Wayne
Alternate Member	Mike Hovde, Jr.	Bloomingtondale
Alternate Member	Paul Coultrap	Downers Grove
Alternate Member	John Monino	Milton
Alternate Member	Nicole Prater	Winfield
Alternate Member	John Valle	York

NOTICE OF APPOINTMENT

By virtue of the power vested in me under 305 ILCS 5/11-8, as amended, I, Deborah A. Conroy, as Chair of the DuPage County Board, appoint Deborah A. Conroy, to the DuPage County Public Aid Committee (Countywide Chair), and I, Deborah A. Conroy, as Chair of the County Board do hereby additionally appoint Dennis Reboletti, Addison Township Supervisor (Member); Michael Hovde, Jr., Bloomingdale Township Supervisor (Alternate Member); Paul Coultrap, Downers Grove Township Supervisor (Alternate Member); Diane Hewitt, Lisle Township Supervisor (Member); John Monino, Milton Township Supervisor (Alternate Member); Eddie Bedford, Naperville Township Supervisor (Member); Randy Ramey, Wayne Township Supervisor (Member); Nicole Prater, Winfield Township Supervisor (Alternate Member); and John Valle, York Township Supervisor (Alternate Member) to be members of the DuPage County Public Aid Committee for a term to coincide with their present term as Supervisors of General Assistance.

I hereby submit these appointments to the County Board for its advice and consent this 23rd day of January, 2024.

Deborah A. Conroy, Chair
DuPage County

NOTICE OF APPOINTMENT

By virtue of the power vested in me under 305 ILCS 5/11-8, as amended, I, Deborah A. Conroy, as presiding officer of the DuPage County Board, do hereby appoint Dennis Reboletti (R), Mike Hovde Jr. (R-Alternate), Paul Coultrap (R-Alternate), Diane Hewitt (D), John Monino (R-Alternate), Eddie Bedford (D), Randy Ramey (R), Nicole Prater (R-Alternate), and John Valle (R-Alternate) to be Members/Alternates of the DuPage County Public Aid Committee.

I hereby submit these appointments to the County Board for its advice and consent this 23rd day of January, 2024.

Deborah A. Conroy, Chair
DuPage County Board



Authorization to Travel

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

File #: 24-0387

Agenda Date: 1/23/2024

Agenda #: 9.E.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE:	1/9/2024		
NAME:	[REDACTED]	TITLE:	County Board Member
DEPARTMENT:	County Board	ACCOUNT CODE:	1000-1001-
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
County Board Member to attend the 2024 NACo Legislative Conference in Washington, D.C. from 02/09/2024 - 02/12/2024			
DESTINATION: Washington, D.C.			
DATE OF DEPARTURE:	2/9/2024	DATE OF RETURN ARRIVAL:	2/12/2024
(Please include a detailed explanation if different from official business dates)			
Member is leaving early to attend the Orientation at 8:00am on 02/10/2024.			
Please indicate the estimated amount for each applicable expense.			
REGISTRATION:			\$0.00
TRANSPORTATION:			\$182.96
LODGING			\$1,215.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$225.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$258.50
TOTAL			\$1,881.46

REVIEWED BY AND DATE APPROVED:

Department Head: _____
(Signature)

Date: _____

Committee Name: _____
ALL OVERNIGHT TRAVEL

Date: _____

County Board: _____
ONLY OUT-OF-STATE TRAVEL

Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Finance Resolution

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

File #: FI-R-0016-24

Agenda Date: 1/16/2024

Agenda #: 10.A.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
PY24 STATE SUPPLEMENTAL FUNDS
INTER-GOVERNMENTAL AGREEMENT NO. 24-071006
COMPANY 5000 - ACCOUNTING UNIT 2840
\$65,165

(Under the administrative direction of
the Human Resources Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity (ILDCEO) that grant funds in the amount of \$65,164.37 (SIXTY-FIVE THOUSAND, ONE HUNDRED SIXTY-FOUR AND 37/100 DOLLARS) are available to supplement and support local workforce training priorities; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 24-071006 with the ILDCEO, 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 November 1, 2023 through June 30, 2024; 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 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 Inter-Governmental Agreement No. 24-071006 (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 \$65,165 (SIXTY-FIVE THOUSAND, ONE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS) be made to establish the Illinois Department of Commerce and Economic Opportunity PY24 State Supplemental Funds, Company 5000 - Accounting Unit 2840, for the period November 1, 2023 through June 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Chief Human Resources Officer 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 Economic Development Committee shall review the need for continuing the specified program and related head count; 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.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
PY24 STATE SUPPLEMENTAL FUNDS
INTER-GOVERNMENTAL AGREEMENT NO. 24-071006
COMPANY 5000 – ACCOUNTING UNIT 2840
\$65,165

REVENUE

41400-0006 - State Operating Grant - IDCEO \$ 65,165

TOTAL ANTICIPATED REVENUE \$ 65,165

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 4,387

51010-0000 - Employer Share I.M.R.F. 361

51030-0000 - Employer Share Social Security 336

51040-0000 - Employee Med & Hosp Insurance 4

TOTAL PERSONNEL \$ 5,088

CONTRACTUAL

53820-0000 - Grant Services \$ 60,077

TOTAL CONTRACTUAL \$ 60,077

TOTAL ADDITIONAL APPROPRIATION \$ 65,165



**Illinois
Department of Commerce
& Economic Opportunity**

JB Pritzker, Governor

December 19, 2023

Margaret Mason-Ewing
Director
DuPage County
421 North County Farm Road
Wheaton, IL 60187-3978

Dear Ms. Mason-Ewing,

The Department of Commerce and Economic Opportunity (the Department) would like to welcome you to our community of grantees and congratulate you on your grant award (24-071006).

The Department administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. The Department leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

When administering grant programs, the Department follows guidance from the Grant Accountability and Transparency Act (GATA) (44 Ill. Admin. Code Part 7000) and federal uniform guidance (2CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

To ensure your organization achieves its goals and objectives and remains in compliance with the grant terms, we have provided a few helpful resources and tips to get you started:

1. Read and understand your grant agreement. The grant agreement outlines grant requirements and programmatic deliverables.
2. Frequent our Grantee Resource Site to review tutorials on the grant process (go to www.illinois.gov/dceo, click on Grant Opportunities and Grantee Resource Site).
3. Maintain your organization's profile on the Illinois GATA Grantee Portal at grants.illinois.gov/portal (i.e. confirm organization and contact information, monitor pre-qualification status, make indirect cost elections and comply with audit requirements).
4. Keep all relevant grant-related documents during the required record retention period. This includes receipts and proof of payment for all grant expenditures, such as, invoices, proposals, contracts, procurement bids, statements of work, bank statements, copies of check and ACH/Wire Transfer documentation. (Please refer to your grant agreement for the record retention period).
5. If your organization expends over \$300,000 in state or federal grant funds during its fiscal year, a financial statement or single audit may be required. Please note, this expense may not be covered with grant funds.

If you have any questions or concerns, please contact your grant manager.

Sincerely,

—

Kristin A. Richards
Director



**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.

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The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: Kenneth D. Allen
Accounting Program Manager
Signature of Kristin A. Richards, Director

Date:

12/22/2023

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: Margaret Mason-Ewing
Signature of Authorized Representative

Date:

12-13-2023

Printed Name: Margaret Mason-Ewing

Printed Title: Chief Human Resources Officer

Email:

margaret.mason-ewing@dupagecounty.gov

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.

“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" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"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 **11/01/2023** and expires on **06/30/2024** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$65,164.37**, 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.

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

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 420-30-3299 and the CSFA Name is State Local Workforce Area Grants – Direct Appropriations. If applicable, the State Award Identification Number (SAIN) is 3299-45722.

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 UEI; (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**.

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 a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% 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 books, records and supporting documentation, as described in this ARTICLE, 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 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 \$750,000 or more 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. 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 \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more 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 \$500,000 in State-issued Awards, but expends \$300,000 or more 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 \$750,000 or more 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 \$750,000 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 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.** This Agreement and Grantee's Obligations and services hereunder must be 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 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

BACKGROUND

The State of Illinois Fiscal Year 2024 budget includes General Revenue Funds for the Local Workforce Innovation Areas (LWIAs) to support workforce services provided in coordination with the Workforce Innovation and Opportunity Act (WIOA) Title IB programs for LWIAs that require supplemental support, as determined by the Grantor, utilizing a needs-based assessment. The Grantor issued WIOA Notice 23-NOT-01 on August 25, 2023, which outlines the data factors used to make the needs-based assessment of each of the LWIAs and determined the amounts of each of the grant awards.

SCOPE OF WORK

Grantee must use Grant Funds to support workforce services provided in coordination with the WIOA Title IB programs that advance the strategies outlined in [Illinois' WIOA Unified State Workforce Plan](#), and summarized below.

- *Expand work-based learning for underinvested areas:* Innovative workforce initiatives can make a significant difference in supporting targeted populations, empowering individuals with the necessary skills, resources, and opportunities to succeed in the job market and achieve economic stability. LWIAs can promote employment for in-demand industries and occupations for underrepresented communities and veterans and facilitate retraining and employment of displaced/underemployed workers. On-the-job training could be expanded to encourage reverse referrals for employers in underserved areas and looking to hire/onboard new employees who might not meet WIOA eligibility criteria.
- *Emphasis on workforce development and rural prosperity:* Funding can assist rural areas in creating and improving access to jobs to enhance workforce development. Increasing access to workforce opportunities, training and education, and barrier reduction in rural communities can ensure areas have a skilled workforce to support economic prosperity. LWIAs can build new partnerships, develop tools and resources to meet the needs of rural employers and employees, and share and identify information on emerging trends, best practices, and workforce development resources.

All activities initiated under this Agreement must be completed within the established Award Term.

PRE-AWARD COSTS

Pre-award costs may be incurred effective July 1, 2023 through the end of the Term of this Agreement. Pre-award costs may not exceed the total grant award.

PROJECT WORK PLAN

The Grantee shall administer the project as outlined in the Grantee's *Project Work Plan* approved by the Grantor. The *Project Work Plan* may be modified with Grantor approval throughout the Term of this Agreement. The *Project Work Plan*, once approved by Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

PROJECT MANAGEMENT & REPORTING

The Grantee shall provide management and oversight of the project to ensure expenditure of funds, timely submittal of all required reports, submittal of a participant report due monthly (if applicable), completion of all project activities by the end of the Award Term, and identification of problems and/or concerns. The Grantee will also be responsible for the quarterly submittal of a financial trial balance report that is generated by the Grantee's electronic accounting system. Costs incurred and requests for payment must be reported in the Grantor's Grantee Reporting System ("GRS") monthly by the 20th of each month for costs incurred during the preceding month.

PERFORMANCE TRACKING

The Grantee will track activities and outcomes described in Exhibit D. The Grantee will develop and submit quarterly reports on expenditures, project outcomes, impacts, promising practices, and lessons learned that may be used to inform future workforce development efforts in a format prescribed by the Grantor.

PARTICIPANT TRACKING

The Grantee will be responsible for tracking eligible clients utilizing the Grantee's data system and will be responsible for reporting outcomes in the format prescribed and within the time frame required by the Grantor. Participant level information including client eligibility, suitability, assessments, services, credentials earned, outcomes, demographic, and case management are required to be reported to the Grantor.

PROGRAM DEVELOPMENT AND EVALUATION

The Grantee shall participate in a community of practice, technical assistance and/or program development meetings as requested by the Grantor. The Grantee will respond to Grantor inquiries for project information, including but not limited to, success stories, evaluations, and project data as requested.

GRANT MODIFICATIONS

The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Award Term.

GRANT FUNDS DISTRIBUTION AND USE

Grantee will receive a portion of Grant Funds from the Grantor to be distributed as outlined in Paragraph 2.3 of this Agreement. Grant Funds shall be spent in accordance with all terms and conditions of this Agreement, including the approved Budget incorporated by reference into this Agreement. In the event the Grantee fails to expend the total amount of Grant Funds awarded and received, the Grantee will be required to repay the amount of unspent funds to the Grantor as specified in Paragraph 29.2 of this Agreement.

Grantee must ensure and demonstrate that there are no duplicate uses of funds between this Award and other concurrent grants for which Grantee is receiving assistance.

EXHIBIT B

DELIVERABLES OR MILESTONES

The Grantee shall perform in accordance with the *Project Work Plan* approved by Grantor, including any subsequent revisions thereto.

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: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: Margaret Mason-Ewing
Title: 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: Josh Koons
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-558-2441
TTY#: (800) 785-6055
Email: Joshua.koons2@illinois.gov
Address:

GRANTEE CONTACT

Name: Margaret Mason-Ewing
Title: Director
Address: 421 North County Farm Road
Wheaton, IL 60187-3978
Phone: 630-407-6300
TTY#: N/A
Email: margaret.mason-ewing@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

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Belle Haile
Email: Belle.haile@illinois.gov
Phone: 217-524-0255
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

PERFORMANCE MEASURES

The Grantee shall perform in accordance with the *Project Work Plan* approved by Grantor, including any subsequent revisions thereto. Enrollment and services must be met by the end of the Award Term. The Grantee must meet the negotiated performance measures identified below that may be modified through a revised Grantor-approved *Project Work Plan*. Grantee performance will be monitored, and it is up to the Grantor's discretion to partially distribute or reallocate funds during the Award Term based on performance.

Project-specific performance measures must be detailed in the Project Work Plan.

The Grantee will develop and submit a final report, in a format prescribed by the Grantor, on project activities, outcomes, impacts, promising practices and lessons learned that may be used to inform future workforce development activities.

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting goals of the Project Work Plan. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, 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.

Specific Conditions

Programmatic Risk Assessment

The results of Grantee's Programmatic Risk Assessment indicate that Grantee is required to complete the following conditions: (a) participate in all technical assistance and training related to this Award and required by the Grantor; (b) implement recommendations of the Grantor related to the Award; and (c) implement monitoring and oversight procedures to assure programmatic compliance and performance of subrecipients and contractors.

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. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. 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.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**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. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. 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.

33.3. 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).

33.4. 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.

33.5. 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.

33.6. 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.*).

33.7. 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.

33.8. 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 2024

- Quarterly Periodic Financial Report (01/30/2024) - Covering Period of 11/01/2023 - 12/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2024) - Covering Period of 11/01/2023 - 12/31/2023; Send To: Grant Manager

April 2024

- Quarterly Periodic Financial Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager

July 2024

- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager

August 2024

- End of grant Closeout Financial Report (08/14/2024) - Covering Period of 11/01/2023 - 06/30/2024; Send To: Grant Manager
- End of grant Closeout Performance Report (08/14/2024) - Covering Period of 11/01/2023 - 06/30/2024; Send To: Grant Manager

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. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

- (i) in accordance with the approved Award Budget;
- (ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.339.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.2. Funding Terms and Restrictions.

(i) Reimbursement Limitation. The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXVII and XXX.

(ii) Budget Modifications. The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.2 and 27.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.

(iii) Overpayment. In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.3 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.

(iv) Supportive Services & Participant Support Costs. If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.3. Travel Regulations. Costs in accordance with 2 CFR 200.475 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for

transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. *See also* 30 ILCS 708/130.

37.4. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee.

37.5. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.6. Equipment and Property Management. The Grantee may not purchase nonexpendable personal property items exceeding \$5,000 without the Grantor's prior written approval. 2 CFR 200.439.

37.7. Managing Subawards and Subrecipients.

(a) Monitoring. The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b)(2); 2 CFR 200.332. *See also* ARTICLE XIV, herein.

(b) Agreements. Pursuant to paragraph 14.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.8. Procurement. The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.327 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.323, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to \$10,000 and the threshold for simplified acquisitions increased to \$250,000.

37.9. Assurances. The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		CSFA Number:	
CSFA Description:			
		Grant Number:	24-071006

Section A: State of Illinois Funds		Summary	Detail
Revenues			
State of Illinois Grant Amount Requested		\$65,164.37	
Budget Expenditure Categories			
1. Personnel (200.430)		\$4,387.81	
1001 PERSONNEL			\$4,387.81
2. Fringe Benefits (200.431)		\$700.07	
1002 FRINGE BENEFITS			\$700.07
3. Travel (200.474)			
4. Equipment (200.439)			
5. Supplies (200.94)			
6. Contractual/Subawards (200.318 and .92)			
7. Consultant (200.459)			
8. Construction			
9. Occupancy (200.465)			
10. Research and Development (200.87)			
11. Telecommunications			
12. Training and Education (200.472)			
13. Direct Administrative Costs (200.413)			
14. Miscellaneous Costs			
15. Grant Exclusive Line Item(s)		\$60,076.49	
1510 DIRECT TRAINING COSTS			\$60,076.49
16. Total Direct Costs (add lines 1-15)		\$65,164.37	\$65,164.37
17. Total Indirect Costs (200.414)			
Rate:	0 %		
Base:	0		
18. Total Costs State Grant Funds (Lines 16 and 17)		\$65,164.37	\$65,164.37

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: DUPAGE COUNTY	CSFA Description: State LWIA Grants - Direct Approp	NOFO # NA
CSFA #: 420-30-3299	DUNS # W7KRN7E54898	Fiscal Year(s): 2024

(2 CFR 200.415)

"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).

DUPAGE COUNTY
Institution/Organization
C
S

JEFFREY MARTYNOWICZ
Name of Official

CHIEF FINANCIAL OFFICER
Title
Chief Financial Officer (or equivalent)

11/15/2023
Date of Execution

DUPAGE COUNTY
Institution/Organization

MARGARET MASON-EWING
Name of Official

CHIEF HUMAN RESOURCE OFFICER
Title
Executive Director (or equivalent)

11-13-2023
Date of Execution

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 behalf of the organization.

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, Appendix 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: 24-071006

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: DuPage County

Institution/Organization: _____

Signature: _____

Signature: _____

Printed Name: Margaret Mason-Ewing

Printed Name: _____

Title: Chief Human Resources Officer

Title: _____

Phone: (630) 407-6225

Phone: _____

Date: 12-13-2023

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.



**DUPAGE
COUNTY**

**Workforce
Development**

2625 Cabot Drive,
Suite 300
Lisle, IL 60532
630-955-2630
Fax: 630-955-2050
www.wd.dupage.org

HUMAN RESOURCES

630-407-6300
Fax: 630-407-6301
personnel@dupageco.org

www.dupageco.org/hr

November 9, 2023

Ms. Kelly Lapetino
Northern Illinois Regional Workforce Manager
Illinois Department of Commerce and Economic Opportunity
Office of Employment and Training

Dear Ms. Lapetino,

LWIA6, DuPage County Workforce Development Division, is requesting approval for Grant #24-071006. We are requesting funding in the amount of \$65,164.37 for training services as outlined in our grant application for State Supplemental Funds.

If you need anything further, please contact Lisa Schvach at 630-955-2066 or lschvach@worknetdupage.org.

Thank you.

Sincerely,

Margaret Mason-Ewing
Chief Human Resources Officer
DuPage County
Human Resources Department



Finance Resolution

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

File #: FI-R-0017-24

Agenda Date: 1/23/2024

Agenda #: 10.B.

ADDITIONAL APPROPRIATION FOR
THE ANIMAL SERVICES FUND
COMPANY 1100, ACCOUNTING UNIT 1300
\$200,000

WHEREAS, appropriations for the ANIMAL SERVICES FUND for Fiscal Year 2024 were adopted by the County Board pursuant to Ordinance FI-O-0009-23; and

WHEREAS, due to adjustments based on FY2023 actuals and accounts receivables expected to be collected in FY2024, there is a need for an additional appropriation in the ANIMAL SERVICES FUND - COMPANY 1100, ACCOUNTING UNIT 1300 in the amount of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the ANIMAL SERVICES FUND - COMPANY 1100, ACCOUNTING UNIT 1300 to support an additional appropriation of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) in the ANIMAL SERVICES FUND - COMPANY 1100, ACCOUNTING UNIT 1300 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 \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) in the ANIMAL SERVICES FUND - COMPANY 1100, ACCOUNTING UNIT 1300 is hereby approved and added to the Fiscal Year 2024 Appropriation Ordinance.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR
THE ANIMAL SERVICES FUND
COMPANY 1100, ACCOUNTING UNIT 1300
\$200,000

FUNDING SOURCE

42002-0000 – Registration/Application Fee	\$200,000
TOTAL FUNDING SOURCE	<u>\$200,000</u>

EXPENDITURES

PERSONNEL

50000-0000 – Regular Salaries	\$100,000
50050-0000 – Temporary Salaries	\$30,000
51010-0000 – Employer Share I.M.R.F.	\$7,700
51030-0000 – Employer Share Social Security	\$9,300
51040-0000 – Employee Med & Hosp Insurance	\$20,000
TOTAL PERSONNEL	<u>\$167,000</u>

COMMODITIES

52000-0000 – Furn/Mach/Equip Small Value	\$3,000
TOTAL COMMODITIES	<u>\$3,000</u>

CONTRACTUAL

53075-0000 – Pet Population Program Services	\$20,000
TOTAL CONTRACTUAL	<u>\$20,000</u>

CAPITAL OUTLAY

54120-0000 – Automotive Equipment	\$10,000
TOTAL CAPITAL OUTLAY	<u>\$10,000</u>

TOTAL ADDITIONAL APPROPRIATION	<u>\$200,000</u>
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Finance Resolution

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

File #: FI-R-0018-24

Agenda Date: 1/23/2024

Agenda #: 10.C.

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE CHILD FRIENDLY COURTS FOUNDATION
FOR THE SAFE HARBOR CHILDREN'S WAITING ROOM
IN THE AMOUNT OF \$40,750

WHEREAS, the Child Friendly Courts Foundation is a 501(c)(3) organization which provides a safe and comfortable waiting room for children whose parents have business in the DuPage County courthouse, known as the Safe Harbor Children's Waiting Room; and

WHEREAS, the County of DuPage ("County") wishes to enter into a grant Agreement ("Agreement") with the Child Friendly Courts Foundation to provide funding for operational expenses for the Safe Harbor Children's Waiting Room; and

WHEREAS, the County has prepared an Agreement ("Exhibit A") which outlines the arrangements between the County and the Child Friendly Courts Foundation to govern the disbursement and auditing of the funds.

NOW, THEREFORE BE IT RESOLVED, that the DuPage County Board hereby authorizes the DuPage County Board Chair to enter into the Agreement attached hereto as Exhibit A.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

EXHIBIT A

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE CHILD FRIENDLY COURTS FOUNDATION
FOR THE SAFE HARBOR CHILDREN'S WAITING ROOM
IN THE AMOUNT OF \$40,750

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, the Child Friendly Courts Foundation ("Agency") is a 501(c)(3) organization that maintains a children's waiting room for children whose parents have business in the DuPage County courthouse, known as the Safe Harbor Children's Waiting Room; 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 reimburse the Agency in the amount of \$40,750 to support the continuation of services provided by the Safe Harbor Children's Waiting Room to children whose parents have business before the 18th Judicial Circuit Court. The Agreement provides a process for the reimbursement of eligible expenses and a process for reporting on the funds in compliance with federal, state, and local requirements.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to support the Agency's operating expenses for the Safe Harbor Children's Waiting Room for the period of February 1, 2024 through November 30, 2024.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect through January 31, 2025. Sections 6, 7, 8, 9, 10, 11, 13, 14, 15 and 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 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 18th 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 reimburse the Agency up to \$40,750 for operational expenses related to the services provided by the Agency for the Safe Harbor Children's Waiting Room. For payments to be issued, the Agency must provide the County with a fully executed copy of this agreement, subsequently accompanied by monthly invoices.
8. **Report to the County.** The Agency shall submit monthly reports using the County's ARPA on-line portal. Said reports are due no later than 15 days after the end of the month. Reports shall include performance metrics and expenditure summaries. Performance metrics reports shall include, but not be limited to, monthly data on: (i) the number of children served for the reporting month, and (ii) the cumulative number of children served. Expenditure summaries shall include monthly expenditures, cumulative expenditures and supporting documentation that verify these expenditures (i.e., bank statements, invoices, payroll ledgers, timesheets, and the Finance Department's payroll planning worksheet).
9. **Audit.** The use of these funds may be audited and reviewed by the Office of the County Auditor and external audit. The Agency agrees to retain and provide access to all financial records and documents related to this Agreement for a period of not less than seven (7) years for audit purposes.
10. **Review of Operations.** The County may monitor and conduct an evaluation of operations funded. An evaluation may include a visit from County personnel to observe and review the Agency's financial and program materials relating to the activities financed.
11. **Liquidated Damages.** If the cumulative expenditures in the final performance metrics report are less than the amount awarded by the County to the Agency, then the County shall keep any unused funds in the ARPA Interest fund. Further, in the event that any entity authorized by law audits the County's disbursement of these 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 disbursal of funds to the Agency.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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 of this Agreement shall be limited to the Agency's allocation, less any amount returned to the County pursuant to Section 11 of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

THUS, in witness thereof, the Parties have executed this Agreement on the date first written below.

The County of DuPage

By: _____
Print Name: Deborah A. Conroy
Title: County Board Chair
Date: January 23, 2024

Child Friendly Courts Foundation

By: _____
Print Name: _____
Title: _____
Date: _____



Finance Resolution

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

File #: FI-R-0019-24

Agenda Date: 1/23/2024

Agenda #: 10.D.

BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2023

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2023 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 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 1100
Company #

ANIMAL SERVICES
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	
1300	53200		NATURAL GAS	\$ 10,200.00	12,216.50	2,216.50	12/13/23
1300	53300		REPAIR & MTCE FACILITIES	\$ 4,000.00	4,419.03	419.03	12/13/23
1300	53807		SOFTWARE MAINT AGREEMENTS	\$ 1,850.00	1,859.41	9.41	12/13/23
1300	53806		SOFTWARE LICENSES	\$ 500.00	510.65	10.65	12/13/23
1300	53810		CUSTODIAL SERVICES	\$ 1,400.00	8,213.02	6,813.02	12/13/23
1300	52210		FOOD & BEVERAGES	\$ 2,065.00	5,222.57	3,157.57	12/13/23
Total				\$ 20,015.00			

To: 1100
Company #

ANIMAL SERVICES
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	
1300	50040		PART TIME HELP	\$ 4,500.00	(2,416.29)	2,083.71	12/13/23
1300	51000		BENEFIT PAYMENTS	\$ 3,215.00	(663.03)	2,551.97	12/13/23
1300	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 12,300.00	(7,801.43)	4,498.57	12/13/23
Total				\$ 20,015.00			

Reason for Request:

FY23: Transfer funds to cover final FY23 personnel and benefit payments

Department Head

12/11/2023
Date
12/14/23
Date

Activity
(optional)

Chief Financial Officer

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

AS: 1/16/24

FIN/CB: 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

WORKFORCE INVEST ACT PROG GRTS
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	
2840	53806		SOFTWARE LICENSES	\$ 5,300.00	45,877.64	40,577.64	12/8/23
Total				\$ 5,300.00			

To: 5000
Company #

WORKFORCE INVEST ACT PROG GRTS
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	
2840	51000		BENEFIT PAYMENTS	\$ 5,300.00	(5,289.83)	10.17	12/8/23
Total				\$ 5,300.00			

Reason for Request:

To provide funds to cover benefit payments (vacation & sick-time payouts) to specific employees for FY23.

Department Head

Chief Financial Officer

Activity

(optional)

****Please sign in blue ink on the original form****

12/8/23
Date
12/16/23
Date

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

Ewn
Dev. - 1/16/24
FIN/CB - 1/23/24

David.Barnes@dupagecounty.gov

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400
Company #

DRUG COURT
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	
5930	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 117.00	1,766.85	1,649.85	1/3/24
Total				\$ 117.00			

To: 1400
Company #

DRUG COURT
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	
5930	50000		REGULAR SALARIES	\$ 39.00	(38.95)	0.05	1/3/24
5930	51010		EMPLOYER SHARE I.M.R.F.	\$ 39.00	(38.89)	0.11	1/3/24
5930	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 39.00	(38.96)	0.04	1/3/24
Total				\$ 117.00			

Reason for Request:

Need to transfer funds to cover salaries & fringe benefits shortages for Drug Court budget for FY'2023.

Activity

(optional)

Department Head

Chief Financial Officer

1-3-2024

Date

Date

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # Acctg Period

Entered By/Date Released & Posted By/Date

JPS - 1/16/24
FIN/CB - 1/23/24

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400
Company #

MICAP
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	
5940	51050		FLEXIBLE BENEFIT EARNINGS	\$ 39.00	500.00	461.00	1/3/24
Total				\$ 39.00			

To: 1400
Company #

MICAP
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	
5940	50000		REGULAR SALARIES	\$ 33.00	(32.72)	0.28	1/3/24
5940	51010		EMPLOYER SHARE I.M.R.F.	\$ 3.00	(2.28)	0.72	1/3/24
5940	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 3.00	(2.84)	0.16	1/3/24
Total				\$ 39.00			

Reason for Request:

Need to transfer funds to cover salaries & fringe benefits for FY'2023.

[Redacted Signature]

Department Head

1-3-2024

Date

1/4/24

Date

Activity

(optional)

Chief Financial Officer

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 1/16/24

FIN/CB - 1/23/24

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400
Company #

DETENTION SCREENING TRANSPORT
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	
6130	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 2,661.00	6,855.18	4,194.18	1/3/24
Total				\$ 2,661.00			

To: 1400
Company #

DETENTION SCREENING TRANSPORT
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	
6130	50000		REGULAR SALARIES	\$ 1,507.00	(1,506.10)	0.90	1/3/24
6130	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 1,154.00	(1,153.13)	0.87	1/3/24
Total				\$ 2,661.00			

Reason for Request:

Need to transfer funds to cover salaries and fringe benefits for FY'2023.

[Redacted Signature]

Department Head

1-3-2024

Date

Activity

(optional)

Chief Financial Officer

Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 1/16/24

FIN/LB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

TITLE IV-D PROGRAM GRANTS
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	
6570	51010		EMPLOYER SHARE I.M.R.F.	\$ 50.00	180,953.85	180,903.85	12/11/23
Total				\$ 50.00			

To: 5000
Company #

TITLE IV-D PROGRAM GRANTS
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	
6570	51050		FLEXIBLE BENEFIT EARNINGS	\$ 50.00	(50.00)	0	12/11/23
Total				\$ 50.00			

Reason for Request:

Transfer needed to cover the FY23 Flex Benefit budget shortage.

Department Head

Chief Financial Officer

Date

Date

Activity

2021-55-013-Y24
(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

SPS- 1/16/24

FIN/UB- 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 5000
Company #

LIHWAP GRANTS
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	
1435	50010		OVERTIME	\$ 3,000.00	5,212.37	2,212.37	12/11/23
Total				\$ 3,000.00			

To: 5000
Company #

LIHWAP GRANTS
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	
1435	50000		REGULAR SALARIES	\$ 3,000.00	12,129.54	870.46	12/11/23
Total				\$ 3,000.00			

Reason for Request:

More regular salaries were incurred than anticipated. Transfer budget from overtime as less overtime was incurred than anticipated.

Department Head

Chief Financial Officer

Activity

(optional)

****Please sign in blue ink on the original form****

12/11/23
Date
12/13/23
Date

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

HS - 1/16/24
FIN/CB - 1/16/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

AGING CASE COORD UNIT GRANTS
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	
1660	50000		REGULAR SALARIES	\$ 1,180.00	1,038,792.98	1,037,612.98	12/11/23
Total				\$ 1,180.00			

To: 5000
Company #

AGING CASE COORD UNIT GRANTS
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	
1660	50010		OVERTIME	\$ 1,180.00	(1,172.47)	7.53	12/11/23
Total				\$ 1,180.00			

Reason for Request:

Transfer to account for Overtime incurred and paid for with Federal funding of Seniors grants which was not originally budgeted for in FY23.

Department Head

Chief Financial Officer

Date

Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

HS- 1/16/24
FIN/CB- 1/16/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 5000
Company #

LIHEAP GRANTS
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	
1420	50000		REGULAR SALARIES	\$ 1,000.00	417,529.02	416,529.02	12/11/23
Total				\$ 1,000.00			

To: 5000
Company #

LIHEAP GRANTS
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	
1420	51000		BENEFIT PAYMENTS	\$ 1,000.00	(565.42)	434.58	12/11/23
Total				\$ 1,000.00			

Reason for Request:

The purpose of budget transfer is to cover employee benefit payments that exceeded original budget during the year FY 2023.

Department Manager

Chief Financial Officer

12/11/23
Date
12/13/23
Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only		
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____
Entered By/Date _____	Released & Posted By/Date _____	

HS- 1/16/24
FIN/CB- 1/16/24

F423

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

US TREAS EMER RENT ASSIST FUND
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	
1770	50010		OVERTIME	\$ 1,320.00	5,000.00	3,680.00	12/8/23
Total				\$ 1,320.00			

To: 5000
Company #

US TREAS EMER RENT ASSIST FUND
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	
1770	51000		BENEFIT PAYMENTS	\$ 1,320.00	1,315.08	4.92	12/8/23
Total				\$ 1,320.00			

Reason for Request:

Transfer to account for benefit payout at end of County fiscal year 2023 which was not budgeted for. Transferring from unused Overtime budget.

Department Head

12/08/2023
Date

Activity

(optional)

Chief Financial Officer

12/11/23
Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

HS- 1/16/24
FIN/CB- 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000
Company #

CENTRAL ADMIN
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	
2665	50040		PART TIME HELP	\$ 16,370.00	21,183.18	4,813.18	1/10/24
2665	50050		TEMPORARY SALARIES	\$ 20,000.00	25,955.75	5,955.75	1/10/24
2665	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 30,000.00	55,567.39	25,567.39	1/10/24
2665	52260		FUEL & LUBRICANTS	\$ 35,000.00	298,563.37	263,563.37	1/10/24
Total				\$ 101,370.00			

To: 2000
Company #

CENTRAL ADMIN
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	
2665	50000		REGULAR SALARIES	\$ 75,000.00	82,648.09	157,648.09	1/10/24
2665	51010		EMPLOYER SHARE I.M.R.F.	\$ 15,000.00	(1,245.82)	13,754.18	1/10/24
2665	51080		WEARING APPAREL REIMBURSEMENT	\$ 11,370.00	(11,370.00)	0	1/10/24
Total				\$ 101,370.00			

Reason for Request:

Public Works - \$75,000 FY23 budget transfer for Regular Salaries for activity code reclass. Funds will move from account 2000-2665-50040(PT Help), 2000-2665-50050(Temp Sal), 2000-2665-514040(Employee Med & Hosp Ins), and 2000-2665-52260 (Fuel & Lub) to 2000-2665-50000(Regular Salaries). Public Works - \$15,000 FY23 budget transfer for Employer Share IMRF. Funds will move from account 2000-2665-52260(Fuel & Lub) to 2000-2665-51010(Employer Share IMRF). Public Works - \$11,370 FY23 budget transfer for Wearing Apparel Reimbursement for employee clothing. Funds will move from account 2000-2665-52260(Fuel & Lubricants) to 2000-2665-51080(Wearing Apparel Reim).

Activity _____
(optional)

Department Head _____
Chief Financial Officer _____
Date 1/10/24
Date 1/10/24

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

PW- 1/16/24
FIN/CB- 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000
Company #

WATER OPERATIONS
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	
2640	50000		REGULAR SALARIES	\$ 87,000.00	111,466.59	24,466.59	1/9/24
2555	50080		SALARY & WAGE ADJUSTMENTS	\$ 11,000.00	100,466.00	89,466.00	1/9/24
Total				\$ 98,000.00			

To: 2000
Company #

WATER OPERATIONS
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	
2640	51000		BENEFIT PAYMENTS	\$ 87,000.00	(85,698.21)	1,301.79	1/9/24
2555	51000		BENEFIT PAYMENTS	\$ 11,000.00	21,348.52	32,348.52	1/9/24
Total				\$ 98,000.00			

Reason for Request:

Public Works - \$87,000 FY23 budget transfer between salary accounts for Benefits Payments for retiring employee payout reclass entry ("In-out"). Funds will move from account 2000-2640-50000(Regular Salaries) to 2000-2640-51000(Benefit Payments). Public Works - \$11,000 FY23 budget transfer between accounts for Benefit Payments for labor hours worked. Funds will move from account 2000-2555-50080(Salary & Wage Adjustment) to 2000-2555-51000(Benefit Payments).

Department Head

Chief Financial Officer

Activity

(optional)

1/16/24
Date
1/11/24
Date

****Please sign in blue ink on the original form****

Finance Department Use Only		
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____
Entered By/Date _____	Released & Posted By/Date _____	

PW - 1/16/24
FIN/CB - 1/23/24

FY23
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000
Company #

SEWER OPERATIONS
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	
2555	50080		SALARY & WAGE ADJUSTMENTS	\$ 89,646.00	100,646.00	11,000.00	1/10/24
2665	50080		SALARY & WAGE ADJUSTMENTS	\$ 69,254.00	81,025.00	11,771.00	1/10/24
2555	53210		ELECTRICITY	\$ 62,000.00	149,321.14	87,321.14	1/10/24
Total				\$ 220,900.00			

To: 2000
Company #

SEWER OPERATIONS
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	
2555	50000		REGULAR SALARIES	\$ 197,000.00	(28,293.79)	168,706.21	1/10/24
2555	50010		OVERTIME	\$ 19,200.00	(15,132.63)	4,067.37	1/10/24
2555	50050		TEMPORARY SALARIES	\$ 4,700.00	(4,667.50)	32.50	1/10/24
Total				\$ 220,900.00			

Reason for Request:

Transfers necessary for reclass entries to activity codes. Public Works - \$197,000 FY23 budget transfer between accounts for Regular Salaries for labor hours worked. Funds will move from account 2000-2555-50080 & 2000-2665-50080(Salary & Wage Adj) to 2000-2555-50000(Regular Salaries). Public Works - \$19,200 FY23 budget transfer between accounts for Overtime for labor hours worked. Funds will move from account 2000-2665-50080(Salary & Wage Adj) to 2000-2555-50010(Overtime). Public Works - \$4,700 FY23 budget transfer between accounts for Temp Salaries for labor hours worked. Funds will move from account 2000-2665-50080(Salary & Wage Adj) to 2000-2555-50050(Temp Salaries).

1/10/24
Date
1/16/24
Date

Activity

(optional)

Chief Financial Officer

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____		Released & Posted By/Date _____	

PW- 1/16/24
FIN/CB- 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000
Company #

WATER OPERATIONS
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	
2640	50000		REGULAR SALARIES	\$ 7,420.00	111,466.59	104,046.59	1/10/24
2640	50080		SALARY & WAGE ADJUSTMENTS	\$ 15,134.00	15,134.00	0	1/10/24
2665	50080		SALARY & WAGE ADJUSTMENTS	\$ 11,746.00	81,025.00	69,279.00	1/10/24
2555	53210		ELECTRICITY	\$ 10,000.00			
Total				\$ 44,300.00			

To: 2000
Company #

SEWER OPERATIONS
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	
2555	51010		EMPLOYER SHARE I.M.R.F.	\$ 25,000.00	10,888.70	14,111.30	1/10/24
2555	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 7,300.00	5,934.06	13,234.06	1/10/24
2555	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 12,000.00	8,254.79	20,254.79	1/10/24
Total				\$ 44,300.00			

Reason for Request:

Public Works - \$25,000 FY23 budget transfer for Employer Share IMRF. Funds will move from account 2000-2640-50080(Salary & Wage Adj) and 2000-2555-53210 to 2000-2555-51010(Employer Share IMRF). Public Works - \$7,300 FY23 budget transfer between accounts for Employer Share Social Security. Funds will move from account 2000-2640-50000(Regular Salaries) to 2000-2555-51030(Employer Share SS). Public Works - \$12,000 FY23 budget transfer between accounts for Employee Med & Hosp Ins. Funds will move from account 2000-2665-50080(Salary & Wage Adj), 2000-2555-53210 (Electricity), and 2000-2640-50000(Regular Salaries) to 2000-2555-51040(Employee Med & Hosp Ins).

Department Head

Chief Financial Officer

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

PW - 1/16/24

FIN/CB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1100
Company #

RECORDER G.I.S.
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	
4320	50080		SALARY & WAGE ADJUSTMENTS	\$ 601.00	9,415.00	8,814.00	1/12/24
Total				\$ 601.00			

To: 1100
Company #

RECORDER G.I.S.
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	
4320	51000		BENEFIT PAYMENTS	\$ 601.00	(600.92)	0.08	1/12/24
Total				\$ 601.00			

Reason for Request:

To cover termed employee vacation payout.

Department Head

Chief Financial Officer

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24

CB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 6000
Company #

INFRASTRUCTURE CONTINGENCY
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	
1195	53828		CONTINGENCIES	\$ 201.00	376,957.00	376,756.00	1/17/24
Total				\$ 201.00			

To: 6000
Company #

VEHICLE REPLACEMENT-GENERAL FUND
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	
1161	54120	4100	AUTOMOTIVE EQUIPMENT-CORONER	\$ 201.00	5,485.00	5,686.00	1/17/24
Total				\$ 201.00			

Reason for Request:

Budget transfer needed to cover the final invoice for the Coroner Cars. Including lighting and center console installation done through the dealer for Fiscal Year 2023.

Activity

(optional)

Department Head

[Signature]

Chief Financial Officer

Date

1/18/24

Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24

CB - 1/23/24

[Signature]

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1100
Company #

General Government / ARP Fund
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	
1215	50080	0000	SALARY & WAGE ADJUSTMENTS	\$ 1,000.00	33,103.00	32,103.00	1/18/24
Total				\$ 1,000.00			

To: 1100
Company #

ARP FUND
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	
1215	51000	0000	BENEFIT PAYMENTS	\$ 1,000.00	1940.25	59.75	1/18/24
Total				\$ 1,000.00			

Reason for Request:

Budget transfer to realign ARPA FY23 for Benefit Payments due to vacation time sold at year end.

Department Head

Chief Financial Officer

Activity

(optional)

01/17/2024
Date
1/18/24
Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24
CB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000
Company #

HUMAN RESOURCES

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	
1120	51070		TUITION REIMBURSEMENT	\$ 13,689.00	34,614.00	20,925.00	1/16/24
Total				\$ 13,689.00			

GENERAL FINANCE

To: 1000
Company #

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	
1150	51070		TUITION REIMBURSEMENT	\$ 1,785.00	(1,785.00)	0	1/16/24
1750	51070		TUITION REIMBURSEMENT	\$ 1,859.00	(1,859.00)	0	1/16/24
4405	51070		TUITION REIMBURSEMENT	\$ 2,500.00	(2,500.00)	0	1/16/24
4410	51070		TUITION REIMBURSEMENT	\$ 4,300.00	(4,300.00)	0	1/16/24
5700	51070		TUITION REIMBURSEMENT	\$ 1,785.00	(1,784.64)	0.36	1/16/24
5910	51070		TUITION REIMBURSEMENT	\$ 1,460.00	(1,460.00)	0	1/16/24
Total				\$ 13,689.00			

Reason for Request:

Transfer needed to move FY23 budget for Tuition Reimbursement.

Department Head

Date

Activity

(optional)

Chief Financial Officer

Date

****Please sign in blue ink on the original form****

Finance Department Use Only	
Fiscal Year <u>23</u>	Budget Journal # _____ Acctg Period _____
Entered By/Date _____	Released & Posted By/Date _____

FIN - 1/23/24
CB - 1/23/24



DuPage County, Illinois
Year-End FY2023 Tuition Reimbursement Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1120	51070	<u>(13,689.00)</u> (13,689.00)	34,614.00	20,925.00
1000	1150	51070	1,785.00	0.00	1,785.00
1000	1750	51070	1,859.00	2,500.00	4,359.00
1000	4405	51070	2,500.00	0.00	2,500.00
1000	4410	51070	4,300.00	3,000.00	7,300.00
1000	5700	51070	1,785.00	0.00	1,785.00
1000	5910	51070	<u>1,460.00</u> 13,689.00	0.00	1,460.00

FY23
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000
 Company #

GENERAL FUND INSURANCE
 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	
1200	51050		FLEXIBLE BENEFIT EARNINGS	\$ 70,039.00	83,460.00	13,421.00	1/16/24
Total				\$ 70,039.00			

To: 1000
 Company #

Various Departments
 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	
			Please see Attached	\$ 70,039.00			
Total				\$ 70,039.00			

Reason for Request:

Transfer needed to cover flexible benefit earnings expenses within the various departments currently budgeted within General Fund Insurance.

Activity _____
 (optional)

Department Head _____
 Chief Financial Officer _____

Date 1/17/24
 Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24
 CB - 1/23/24

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DuPage County, Illinois
Year-End FY2023 Flex Benefit Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1200	51050	(70,039.00)	83,460.00	13,421.00
			(70,039.00)		
1000	1001	51050	2,600.00	-2,600.00	0.00
1000	1100	51050	3,290.00	-3,289.83	0.17
1000	1102	51050	360.00	-359.50	0.50
1000	1110	51050	2,679.00	-2,679.00	0.00
1000	1115	51050	325.00	-325.00	0.00
1000	1120	51050	600.00	-600.00	0.00
1000	1130	51050	325.00	-325.00	0.00
1000	1150	51050	900.00	-900.00	0.00
1000	1640	51050	200.00	-200.00	0.00
1000	1750	51050	367.00	-367.00	0.00
1000	1800	51050	600.00	-600.00	0.00
1000	1810	51050	325.00	-325.00	0.00
1000	1900	51050	275.00	-275.00	0.00
1000	4000	51050	450.00	-450.00	0.00
1000	4100	51050	1,250.00	-1,250.00	0.00
1000	4200	51050	1,311.00	-1,310.50	0.50
1000	4220	51050	1,825.00	-1,825.00	0.00
1000	4300	51050	700.00	-700.00	0.00
1000	4400	51050	1,100.00	-1,100.00	0.00
1000	4403	51050	1,800.00	-1,800.00	0.00
1000	4405	51050	2,050.00	-2,050.00	0.00
1000	4410	51050	8,425.00	-8,425.00	0.00
1000	4415	51050	4,775.00	-4,775.00	0.00
1000	5000	51050	2,157.00	-2,157.00	0.00
1000	5700	51050	1,875.00	-1,875.00	0.00
1000	5900	51050	1,400.00	-1,400.00	0.00
1000	5910	51050	625.00	-625.00	0.00
1000	6100	51050	11,700.00	-11,700.00	0.00
1000	6110	51050	25.00	-25.00	0.00
1000	6300	51050	2,550.00	-2,550.00	0.00
1000	6500	51050	6,725.00	-6,725.00	0.00
1000	6510	51050	1,325.00	-1,325.00	0.00
1000	6700	51050	5,125.00	-5,125.00	0.00
			70,039.00		

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000
Company #

GENERAL FUND INSURANCE
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	
1200	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 5,188,582.00	6,028,602.00	840,020.00	1/16/24
Total				\$ 5,188,582.00			

To: 1000
Company #

Various Departments
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	
			Please see Attached	\$ 5,188,582.00			
Total				\$ 5,188,582.00			

Reason for Request:

Transfer needed to cover medical and hospital insurance expenses within the various departments currently budgeted within General Fund Insurance.

Department Head CM
Chief Financial Officer

Date 1/17/24
Date

Activity _____
(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24
CB - 1/23/24

Dr

DuPage County, Illinois
Year-End FY2023 Med & Hosp Insurance Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1200	51040	(5,188,582.00)	6,028,602.00	840,020.00
			(5,188,582.00)		
1000	1001	51040	82,943.00	-82,942.22	0.78
1000	1100	51040	267,095.00	-267,094.15	0.85
1000	1102	51040	27,678.00	-27,677.66	0.34
1000	1110	51040	167,085.00	-167,084.79	0.21
1000	1115	51040	32,037.00	-32,036.11	0.89
1000	1120	51040	55,163.00	-55,162.78	0.22
1000	1130	51040	9,368.00	-9,367.42	0.58
1000	1140	51040	12,642.00	-12,641.70	0.30
1000	1150	51040	86,138.00	-86,137.18	0.82
1000	1640	51040	12,526.00	-12,525.89	0.11
1000	1750	51040	59,219.00	-59,218.17	0.83
1000	1800	51040	56,885.00	-56,884.35	0.65
1000	1810	51040	23,518.00	-23,517.25	0.75
1000	1900	51040	33,172.00	-33,171.99	0.01
1000	4000	51040	46,243.00	-46,242.14	0.86
1000	4100	51040	66,547.00	-66,546.44	0.56
1000	4200	51040	60,367.00	-60,366.57	0.43
1000	4220	51040	97,965.00	-97,964.75	0.25
1000	4300	51040	40,950.00	-40,949.09	0.91
1000	4400	51040	180,626.00	-180,625.63	0.37
1000	4403	51040	31,395.00	-31,394.68	0.32
1000	4405	51040	262,726.00	-262,725.81	0.19
1000	4410	51040	902,735.00	-902,734.04	0.96
1000	4415	51040	399,750.00	-399,749.98	0.02
1000	5000	51040	82,299.00	-82,298.54	0.46
1000	5700	51040	18,791.00	-18,790.75	0.25
1000	5900	51040	116,630.00	-116,629.79	0.21
1000	5910	51040	5,428.00	-5,427.33	0.67
1000	6100	51040	425,029.00	-425,028.26	0.74
1000	6110	51040	50,807.00	-50,806.58	0.42
1000	6300	51040	208,864.00	-208,863.53	0.47
1000	6500	51040	652,317.00	-652,316.64	0.36
1000	6510	51040	126,408.00	-126,407.96	0.04
1000	6700	51040	487,236.00	-487,235.37	0.63
			5,188,582.00		

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000
Company #

GENERAL FUND SPECIAL ACCOUNTS
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	
1180	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 2,878,995.00	3,516,313.00	637,318.00	1/16/24
Total				\$ 2,878,995.00			

To: 1000
Company #

Various Departments
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	
			Please see Attached	\$ 2,878,995.00			
Total				\$ 2,878,995.00			

Reason for Request:

Transfer needed to cover Social Security expenses within the various departments currently budgeted within General Fund special accounts.

Activity _____
(optional)

Department Head _____
Chief Financial Officer _____

Date 1/17/24
Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year 23	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24
CB - 1/23/24

Q

DuPage County, Illinois
Year-End FY2023 Social Security Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1180	51030	<u>(2,878,995.00)</u> (2,878,995.00)	3,516,313.00	637,318.00
1000	1001	51030	46,817.00	-46,816.75	0.25
1000	1090	51030	13.00	-12.73	0.27
1000	1100	51030	133,039.00	-133,038.40	0.60
1000	1102	51030	8,624.00	-8,623.74	0.26
1000	1110	51030	99,093.00	-99,092.34	0.66
1000	1115	51030	11,841.00	-11,840.57	0.43
1000	1120	51030	36,957.00	-36,956.87	0.13
1000	1130	51030	7,464.00	-7,463.15	0.85
1000	1140	51030	5,391.00	-5,390.89	0.11
1000	1150	51030	42,907.00	-42,906.21	0.79
1000	1640	51030	10,251.00	-10,250.21	0.79
1000	1750	51030	21,068.00	-21,067.55	0.45
1000	1800	51030	22,072.00	-22,071.84	0.16
1000	1810	51030	2,430.00	-2,429.40	0.60
1000	1900	51030	19,120.00	-19,119.53	0.47
1000	4000	51030	12,595.00	-12,594.44	0.56
1000	4100	51030	27,925.00	-27,924.99	0.01
1000	4200	51030	36,118.00	-36,117.84	0.16
1000	4220	51030	30,296.00	-30,295.59	0.41
1000	4300	51030	25,348.00	-25,347.99	0.01
1000	4400	51030	92,027.00	-92,026.61	0.39
1000	4403	51030	32,009.00	-32,008.49	0.51
1000	4405	51030	174,440.00	-174,439.44	0.56
1000	4410	51030	629,136.00	-629,135.06	0.94
1000	4415	51030	294,387.00	-294,386.18	0.82
1000	4420	51030	693.00	-692.98	0.02
1000	5000	51030	43,075.00	-43,074.30	0.70
1000	5700	51030	19,442.00	-19,441.54	0.46
1000	5900	51030	48,292.00	-48,291.95	0.05
1000	5910	51030	6,192.00	-6,191.78	0.22
1000	6100	51030	247,447.00	-247,446.21	0.79
1000	6110	51030	14,759.00	-14,758.94	0.06
1000	6300	51030	141,769.00	-141,768.88	0.12
1000	6500	51030	328,995.00	-328,994.90	0.10
1000	6510	51030	28,982.00	-28,981.68	0.32
1000	6700	51030	<u>177,981.00</u>	-177,980.15	0.85
			2,878,995.00	-2,878,980.12	14.88

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000
Company #

GENERAL FUND SPECIAL ACCOUNTS
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	
1180	51010		EMPLOYER SHARE I.M.R.F.	\$ 5,468,408.00	6,571,418.00	1,103,010.00	1/16/24
Total				\$ 5,468,408.00			

To:
Company #

Various Departments
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	
			Please see attached	\$ 5,468,408.00			
Total				\$ 5,468,408.00			

Reason for Request:

Transfer needed to cover IMRF expenses within the various departments currently budgeted within General Fund special accounts.

Activity

(optional)

Department Head

Date

Chief Financial Officer

Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24
CB - 1/23/24

DuPage County, Illinois
Year-End FY2023 IMRF Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1180	51010	(5,468,408.00)	6,571,418.00	1,103,010.00
			(5,468,408.00)		
1000	1001	51010	16,864.00	-16,863.23	0.77
1000	1100	51010	129,085.00	-129,084.45	0.55
1000	1102	51010	8,114.00	-8,113.36	0.64
1000	1110	51010	100,122.00	-100,121.47	0.53
1000	1115	51010	12,382.00	-12,381.14	0.86
1000	1120	51010	34,619.00	-34,618.93	0.07
1000	1130	51010	7,379.00	-7,378.83	0.17
1000	1140	51010	5,331.00	-5,330.25	0.75
1000	1150	51010	58,529.00	-58,528.95	0.05
1000	1640	51010	10,121.00	-10,120.73	0.27
1000	1750	51010	20,485.00	-20,484.17	0.83
1000	1800	51010	20,488.00	-20,487.77	0.23
1000	1810	51010	3,095.00	-3,094.97	0.03
1000	1900	51010	18,890.00	-18,889.81	0.19
1000	4000	51010	16,517.00	-16,516.70	0.30
1000	4100	51010	29,515.00	-29,514.86	0.14
1000	4200	51010	33,662.00	-33,661.21	0.79
1000	4220	51010	42,300.00	-42,299.24	0.76
1000	4300	51010	28,078.00	-28,077.25	0.75
1000	4400	51010	202,597.00	-202,596.79	0.21
1000	4403	51010	32,897.00	-32,896.26	0.74
1000	4405	51010	595,732.00	-595,731.42	0.58
1000	4410	51010	1,904,286.00	-1,904,285.43	0.57
1000	4415	51010	1,113,563.00	-1,113,562.95	0.05
1000	5000	51010	37,559.00	-37,558.75	0.25
1000	5700	51010	18,144.00	-18,143.01	0.99
1000	5900	51010	47,554.00	-47,553.81	0.19
1000	5910	51010	5,762.00	-5,761.28	0.72
1000	6100	51010	241,422.00	-241,421.16	0.84
1000	6110	51010	14,911.00	-14,910.61	0.39
1000	6300	51010	137,406.00	-137,405.71	0.29
1000	6500	51010	322,879.00	-322,878.26	0.74
1000	6510	51010	30,734.00	-30,733.94	0.06
1000	6700	51010	167,386.00	-167,385.06	0.94
			5,468,408.00		
					16.24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000
Company #

GENERAL FUND SPECIAL ACCOUNTS
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	
1180	51000		BENEFIT PAYMENTS	\$ 3,881,015.00	3,912,743.00	31,778.00	1/16/24
Total				\$ 3,881,015.00			

To: _____
Company #

Various Departments
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	
			Please see attached	\$ 3,881,015.00			
Total				\$ 3,881,015.00			

Reason for Request:

Transfer needed to cover Benefit payment expenses within the various departments currently budgeted within General Fund special accounts.

Activity _____
(optional)

Department Head _____
Chief Financial Officer _____

Date 1/17/24

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year 23	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24
LB - 1/23/24

2

DuPage County, Illinois
Year-End FY2023 Benefit Payment Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1180	51000	<u>(3,881,015.00)</u> (3,881,015.00)	3,912,793.00	31,778.00
1000	1001	51000	6,860.00	-6,859.47	0.53
1000	1100	51000	48,902.00	-48,901.80	0.20
1000	1110	51000	111,414.00	-111,413.66	0.34
1000	1120	51000	50,713.00	-50,712.61	0.39
1000	1130	51000	1,128.00	-1,127.44	0.56
1000	1150	51000	66,159.00	-66,158.65	0.35
1000	1640	51000	1,578.00	-1,577.47	0.53
1000	1750	51000	13,446.00	-13,445.90	0.10
1000	1800	51000	54,345.00	-54,344.51	0.49
1000	1900	51000	3,109.00	-3,108.57	0.43
1000	4000	51000	6,239.00	-6,238.24	0.76
1000	4100	51000	44,882.00	-44,881.01	0.99
1000	4200	51000	64,739.00	-64,738.16	0.84
1000	4220	51000	9,226.00	-9,225.22	0.78
1000	4300	51000	106,873.00	-106,872.59	0.41
1000	4400	51000	165,889.00	-165,888.07	0.93
1000	4405	51000	582,462.00	-582,461.65	0.35
1000	4410	51000	493,081.00	-493,080.61	0.39
1000	4415	51000	1,127,770.00	-1,127,769.18	0.82
1000	5000	51000	14,305.00	-14,304.39	0.61
1000	5700	51000	272.00	-271.42	0.58
1000	5900	51000	45,395.00	-45,394.19	0.81
1000	5910	51000	1,176.00	-1,175.51	0.49
1000	6100	51000	337,252.00	-337,251.23	0.77
1000	6110	51000	1,597.00	-1,596.29	0.71
1000	6300	51000	26,668.00	-26,667.95	0.05
1000	6500	51000	200,631.00	-200,630.34	0.66
1000	6510	51000	5,103.00	-5,102.79	0.21
1000	6700	51000	<u>289,801.00</u>	-289,800.03	0.97
			3,881,015.00	(3,880,998.95)	16.05

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000
Company #

GENERAL FUND SPECIAL ACCOUNTS
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	
1180	50080		SALARY & WAGE ADJUSTMENTS	\$ 3,494,520.00	6,500,000.00	3,005,480.00	11/6/24
Total				\$ 3,494,520.00			

To: 1000
Company #

Various Departments
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	
			Please See Attached	\$ 3,494,520.00			
Total				\$ 3,494,520.00			

Reason for Request:

Transfer needed to cover remaining FY23 salary overages within the various departments currently budgeted within General Fund special accounts.

Activity

(optional)

Department Head

CM

Date

11/17/24

Chief Financial Officer

Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

FIN - 1/23/24
CB - 1/23/24

Q

DuPage County, Illinois
Year-End FY2023 COLA Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1180	50080	<u>(3,494,520.00)</u> (3,494,520.00)	6,500,000.00	3,005,480.00
1000	1001	50000	13,806.00	-13,805.77	0.23
1000	1102	50000	1,719.00	-1,718.77	0.23
1000	1110	50000	112,089.00	-112,088.82	0.18
1000	1130	50000	7.00	-6.17	0.83
1000	1140	50000	20,555.00	-20,554.54	0.46
1000	1800	50000	8,180.00	-8,179.64	0.36
1000	1810	50000	635.00	-634.40	0.60
1000	4100	50000	67,614.00	-67,613.38	0.62
1000	4200	50000	14,823.00	-14,822.23	0.77
1000	4220	50000	87,386.00	-87,385.93	0.07
1000	4400	50000	219,651.00	-219,650.27	0.73
1000	4403	50000	24,666.00	-24,665.17	0.83
1000	4410	50000	866,362.00	-866,361.92	0.08
1000	4415	50000	18,067.00	-18,066.93	0.07
1000	5000	50000	52,721.00	-52,720.58	0.42
1000	5700	50000	32,756.00	-32,755.01	0.99
1000	5900	50000	64,229.00	-64,228.42	0.58
1000	5910	50000	22,731.00	-22,730.75	0.25
1000	6100	50000	1,076,533.00	-1,076,532.71	0.29
1000	6300	50000	244,470.00	-244,469.03	0.97
1000	6500	50000	262,429.00	-262,428.39	0.61
1000	6700	50000	276,435.00	-276,434.05	0.95
1000	1140	50040	<u>6,656.00</u>	-6,655.35	0.65
			3,494,520.00	-3,494,508.23	11.77



Finance Resolution

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

File #: FI-R-0020-24

Agenda Date: 1/23/2024

Agenda #: 10.E.

AWARDING RESOLUTION FOR TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and OMNIA Partners, Public Sector, Inc. (OMNIA Partners), the County of DuPage will contract with Hoerr Construction, Inc., Insituform Technologies, LLC, and Insituform Technologies USA, LLC; and

WHEREAS, pursuant to the agreement approved on February 13, 2007 in Resolution #FI-0034-07, the County is authorized to work with OMNIA Partners, Public Sector, Inc. (OMNIA Partners) to secure multi-state volume purchasing contracts; and

WHEREAS, the County issued its Solicitation #23-065-PW for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure; and

WHEREAS, the County evaluated the responses to the solicitation and Hoerr Construction, Inc., Insituform Technologies, LLC, and Insituform Technologies USA, LLC, have been found to meet all minimum qualifications and requirements per Solicitation #23-065-PW.

NOW, THEREFORE BE IT RESOLVED, that an award be issued to: Hoerr Construction, Inc., 1416 County Road. 200N, Goodfield, IL 61742, Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005, and Insituform Technologies USA, LLC, 580 Goddard Avenue, Chesterfield, MO 63005, at the solicited rates contained herein for procurements entered into during the period of January 23, 2024, through January 22, 2027.

BE IT FURTHER RESOLVED, that the County and other authorized members of the OMNIA Partners may order Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure pursuant to this award of Solicitation #23-065-PW from the incorporated agreement. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005F-99 and any amendments thereto.

BE IT FURTHER RESOLVED, that the County will receive an administrative fee of no less than .15% of sales generated by the use of the contract, and all administrative fees will be split (50% / 50%) between the General Fund and Public Works.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Principal Procurement Agency Rebate Agreement

This Principal Procurement Agency Rebate Agreement (this “**Rebate Agreement**”) is hereby entered into by and between OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”) and The county of DuPage, IL (herein, “**Principal Procurement Agency**”). Principal Procurement Agency has entered into that certain Master Agreements dated _____, Agreement Nos. _____, by and between the Principal Procurement Agency and _____ (herein, “**Suppliers**”) (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreements**”) for the purchase of Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure (herein, “**Product**”).

In connection with its collection of an administrative fee attributable to the marketing of the Master Agreements, OMNIA Partners shall make an annual rebate payment (“**PPA Rebate**”) to Principal Procurement Agency in the amount of 5.0% of OMNIA Partners’ administrative fees actually received with respect to the Master Agreements during the contract year for such Master Agreements. Each PPA Rebate payment from OMNIA Partners shall include a remittance report, Exhibit A, detailing the calculation for the applicable contract year’s PPA Rebate and shall be remitted to the Principal Procurement Agency as shown on Exhibit B – PPA Rebate Remittance Form.

The PPA Rebate payment is hereby mutually agreed upon and shall be remitted to Principal Procurement Agency no later than 45 days after the end of the respective Master Agreements contract year for which a PPA Rebate is required or 45 days after OMNIA Partners actually receives, from the respective Supplier(s), all administrative fees due for the respective Master Agreements contract year, whichever is later. This PPA Rebate shall remain in effect for the complete term and renewal period(s), where applicable, of the Master Agreements.

Principal Procurement Agency represents and warrants that its receipt of the PPA Rebate complies with federal, state and local law, including but not limited to any and all state-specific procurement laws and that it has made any and all disclosures required by law, has duly authorized this Rebate Agreement and has full legal power and authority to enter into this Rebate Agreement.

The Principal Procurement Agency agrees to allow OMNIA Partners to utilize its name in promotional and marketing materials for OMNIA Partners and for the Master Agreements to Participating Public Agencies and Suppliers. OMNIA Partners agrees that all Master Agreements marketing materials are subject to review by the Principal Procurement Agency.

The COUNTY OF DUPAGE, IL

**OMNIA PARTNERS, PUBLIC SECTOR,
INC.**

Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title

Title

Date

Date

EXHIBIT A

PPA Rebate Remittance Report
Master Agreement

For the Contract Year _____ through _____

Administrative Fees attributable to
Master Agreement Received:
PPA Rebate % of Administrative Fee: 5.0%

PPA Rebate Paid This Remittance:

EXHIBIT B

PPA Rebate Remittance Form

OMNIA Partners' preferred payment method is via Automated Clearing House ("ACH"). Please complete the following information. Remittance detail will be sent to the email address indicated.

Agency Information:

Agency Name As It
Appears On Remittance: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: () _____

E-Mail Address: _____

Banking Information:

Agency's Bank Name: _____

Bank Address: _____

Bank's City: _____ State: _____ Zip Code: _____

Bank Contact Name: _____ Phone #: () _____

ABA Routing #: _____ Account #: _____

Account Type
(please check only one) Checking ☐ Savings ☐

Agency's Authorization:

Please sign below to confirm that you are authorizing OMNIA Partners to begin transferring PPA Rebate payments to the account mentioned above.

Signature

Title

()

Phone Number

Date



Finance Resolution

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

File #: FI-R-0021-24

Agenda Date: 1/23/2024

Agenda #: 10.F.

APPOINTMENT OF IMRF AUTHORIZED AGENT

WHEREAS, the County of DuPage is required by Illinois law, under Article 7 of the Pension Code, to participate in the Illinois Municipal Retirement Fund; and

WHEREAS, the County of DuPage is required by this same law, to appoint one person as the Authorized Agent for the IMRF program; and

WHEREAS, the County Board must by resolution appoint and delegate to the Authorized Agent the following duties:

1. To determine and certify which employees are covered by IMRF;
2. To see that proper contributions are withheld;
3. To complete, sign and forward all necessary forms, reports, etc.;
4. To keep the County Board informed of pertinent information regarding employer contribution rates and matters requiring the Board's approval;
5. To file petitions for nomination of Trustees;
6. To cast ballots for election of Trustees; and

WHEREAS, from time to time it becomes necessary to appoint a new employee as the IMRF Authorized Agent; and

NOW, THEREFORE BE IT RESOLVED, that Christine Clevenger or a designee as determined by the Interim Director of Human Resources, be duly appointed by the DuPage County Board as the IMRF Authorized Agent.

BE IT FURTHER RESOLVED, that the County Clerk be directed to transmit copies of this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department, and one copy to the County Board.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Finance Resolution

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

File #: FI-R-0022-24

Agenda Date: 1/23/2024

Agenda #: 10.G.

REVISION TO PERSONNEL BUDGET ANIMAL SERVICES

WHEREAS, the DuPage County Board has approved personnel budgets for all County departments;
and

WHEREAS, there are times when it is necessary to revise those budgets to insure efficient and effective County operations.

NOW, THEREFORE, BE IT RESOLVED that the Personnel Budget for Animal Services be revised to reflect the addition of:

Full-Time

50000 (1) Animal Services	CB008-EM002
Program Manager	Grade: 312
	\$58,070 - \$77,428 - \$96,783

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the County Board and the Human Resources Department.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Authorized Personnel Headcount Revision

Department Name: Animal Services
 Dept. Fund and Number: _____
 Parent Committee Approval: Animal Services

Addition or Deletion/#	Status	Job Code	Job Title / Salary Grade	Bi-Weekly Hrs.	Salary Range		Actual / Hiring Salary	Benefit Cost	Total Annual Cost
Add (1) Headcount	FT		Animal Services Program Manager 312	75	Min	58,070	70,000	24,500	94,500
					Mid	77,428			
					Max	96,783			
					Min				
					Mid				
					Max				
					Min				
					Mid				
					Max				
					Min				
					Mid				
					Max				

<u>Status:</u>	
Full-Time:	1010
Part-Time:	1070
Temporary:	1040

<u>Benefit Cost:</u>	
Full-Time:	35%
Part-Time:	15%
Temporary:	8%

Reason for Changes:

Request for additional headcount to support the Animal Services Operations.

Net Cost: 94,500
 OR
 Net Savings: _____

Department Head/Elected Official Authorization: _____

Human Resources Authorization: _____



Finance Resolution

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

File #: FI-R-0023-24

Agenda Date: 1/23/2024

Agenda #: 10.H.

INTERGOVERNMENTAL AGREEMENT BETWEEN
TECHSHARE LOCAL GOVERNMENT CORPORATION ("TECHSHARE"),
THE COUNTY OF DUPAGE ("DUPAGE"),
AND THE DUPAGE COUNTY STATE'S ATTORNEY ("STATE'S ATTORNEY")

WHEREAS, TECHSHARE, the COUNTY, and the STATE'S ATTORNEY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act as set forth in 5 ILCS 220/1 *et seq.* and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, TECHSHARE, the COUNTY and the STATE'S ATTORNEY intend to enter into an Intergovernmental Agreement ("Agreement") for the performance of certain professional services as set forth and specified in the Agreement attached hereto; and

WHEREAS, TECHSHARE previously developed and has been maintaining a professional case management system for use by prosecutors in DuPage County since 2018 and has the experience and expertise in this area and is authorized to license their case management software; and

WHEREAS, the use of the TECHSHARE system allows the employees of the STATE'S ATTORNEY'S OFFICE to conduct their job functions more efficiently; and

WHEREAS, there have been managerial changes at TECHSHARE which have resulted in a delay in the final Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board finds it appropriate to authorize the STATE'S ATTORNEY to execute an agreement, substantially the same as the attached Agreement between TECHSHARE, the COUNTY and the STATE'S ATTORNEY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution to Robert Lyons, DuPage County State's Attorney's Office and DuPage County.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

MASTER INTERLOCAL AGREEMENT FOR SaaS PARTICIPATION IN TECHSHARE

1. Recitals

- 1.1. TechShare is a program whereby Local Governments and state agencies may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources.
- 1.2. The undersigned Local Governments and state agencies and any and all other Local Governments and agencies of the State of Texas or another state adopting this Agreement may be referred to in this Agreement individually as "Subscriber" and collectively as "Subscribers."
- 1.3. TechShare is facilitated by TechShare Local Government Corporation ("TechShare LGC") through this Agreement.
- 1.4. Local Governments and state agencies have the ability to realize substantial savings by jointly planning, developing, procuring, operating or maintaining information technology projects and resources necessary to conduct business for their citizenry.
- 1.5. Local Governments and state agencies approving this Agreement by formal action of their respective governing bodies desire to share the operation and/or maintenance one or more information technology resources on a subscription basis.
- 1.6. This Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Subscribers in their joint endeavor(s).
- 1.7. Each of the Subscribers finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due in the then-current fiscal year.
- 1.8. The Subscribers each find that the amount paid for the services performed under this Agreement fairly compensates the performing party;
- 1.9. The Subscribers, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.
- 1.10. In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subscribers and TechShare LGC agree as follows:

2. Definitions

- 2.1. For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this section 2 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement

that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents

- 2.2. "Evergreening" means the process of refreshing software and hardware with new or updated versions to extend the lifecycle of Resources in a cost-effective manner.
- 2.3. "Intellectual Property" means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.
- 2.4. "Local Government" has that meaning assigned to it by Texas Government Code § 791.003.
- 2.5. "Participants" means both Stakeholders and Subscribers.
- 2.6. "Resource" means Intellectual Property, personal property, services or knowledge acquired or developed by, or made available to, Subscribers through TechShare.
- 2.7. "SaaS Addendum" means an addendum to this Agreement entered into by TechShare LGC and one or more Subscribers for the Subscribers' use of a Resource.
- 2.8. "SaaS Fee" means the amount paid by a Subscriber for use of a Resource. Each periodic SaaS Fee covers the costs of operating and maintaining the functionality of a Resource, including Evergreening and modifications necessary to address changes in applicable laws, rules or regulations.
- 2.9. "Software as a Service" or "SaaS" means a software delivery model in which the software is obtained on a subscription basis.
- 2.10. "Stakeholder" means an entity sharing a Resource other than a Subscriber.
- 2.11. "Subscriber" means an entity sharing a Resource through a SaaS model.

3. Agreement Supervision and Administration

- 3.1. In addition to providing services as specified in each SaaS Addenda, TechShare LGC will administer this Agreement and may enter into one or more contracts for administrative services as authorized by Tex. Gov't Code § 791.013. Administrative services include:
 - 3.1.1 administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Resource;
 - 3.1.2 providing information to Subscribers and potential Subscribers to increase awareness of TechShare and the opportunities for sharing and collaboration therein;

- 3.1.3 rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable;
 - 3.1.4 serving as the communication and distribution center for information related to TechShare;
 - 3.1.5 reviewing and making recommendations on all contracts;
 - 3.1.6 acting as a liaison with federal and state agencies and responding to their inquiries;
 - 3.1.7 computing and providing billings for participation;
 - 3.1.8 filing required forms and reports with state and other governmental agencies;
 - 3.1.9 assisting a Subscriber's auditor and actuary as necessary;
 - 3.1.10 coordinating banking functions and handling deposits and reconciliations;
 - 3.1.11 forming or administering committees.
- 3.2. TechShare LGC shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each Resource.
- 3.2.1. All contracts approved by TechShare LGC with vendors will be exclusively between TechShare LGC and the selected vendors.
 - 3.2.2. TechShare LGC is prohibited from binding any Subscriber to any obligations arising from contracts between TechShare LGC and third-party vendors regarding goods or services, unless expressly approved by a Subscriber's governing body.
- 3.3. This Agreement does not grant to any Subscriber equity rights in any of the assets or property of TechShare LGC unless specifically provided for herein.
- 3.4. The Subscribers intend that TechShare LGC shall operate only within the scope herein set out and have not herein created, as between the Subscribers, any relationship of surety, indemnification, or responsibility for the debt of or claims against any other Subscriber. Nor is such a relationship created between any Subscriber or group of Subscribers and TechShare LGC.
- 3.5. The Subscribers have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of, or claims against, TechShare LGC.
- 3.6. TechShare LGC will not be financially liable to Subscribers for the performance or function of any Resource. In the event of non-performance of a Resource, TechShare LGC will make best efforts within the applicable budget to correct the non-performance.

- 3.7. In addition to SaaS Fees, Subscribers may be required to pay implementation costs for a Resource. Implementation costs will be unique to each Subscriber and will not be shared with other Subscribers.
- 3.8. All SaaS Fees, implementation costs, and other fees or charges assessed by TechShare LGC are payable in advance of services being rendered.
- 3.9. Installation or implementation of a Resource will only be done by TechShare staff or TechShare contractors.

4. Ownership of Data

- 4.1 When use of a Resource involves the shared storage of data or the shared access to data of Participants and other entities, the data remains the property of the Participant or entity that created or submitted the data, unless otherwise provided in the applicable SaaS Addendum.
- 4.2 Information or other data of a Participant shall not be used by the other Participants other than in connection with the performance of this Agreement and the applicable SaaS Addendum, or another similar agreement in the case of Stakeholders.
- 4.3 Information or other data of a Participant shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of any other Participant, their employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 4.4 In the event a Participant receives a request for information or other data belonging to another Participant or entity, the Participant receiving the request must promptly notify the requestor that the Participant receiving the request is not the custodian of the requested information or data.
 - 4.4.1 A copy of the request must be forwarded to TechShare LGC within 24 hours of receipt.
- 4.5 Each Participant shall contractually bind other entities with access to information or data through the Participant to observe the same restrictions on the use and disclosure of information and data belonging to other Participants or entities, and the requirement to send requests for information and data belonging to other Participants or entities to TechShare LGC.
- 4.6 It is the intention of the Participants that the custodian(s) of data in the event such custodian(s) did not share a Resource will remain the custodian(s) of such information and data, unless an applicable SaaS Addendum provides otherwise.

5. Warranties

- 5.1. **NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY RESOURCE OR DATA ACCESSIBLE THROUGH A RESOURCE.**

- 5.2. **THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTICIPANTS TO A PARTICULAR RESOURCE IF SUCH ARE CONTRACTUALLY SECURED AS PART OF SUCH RESOURCE, AS SET FORTH IN THE APPROPRIATE ADDENDUM. NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY.**
- 5.3. **ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

6. Notice

- 6.1. Any and all notices to be given under this Agreement by a Subscriber or TechShare LGC shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the address set forth on the signature page of the intended recipient.
- 6.2. A Subscriber may change its address for receiving notification under this Agreement by providing written notice of the change of address to TechShare LGC.
- 6.3. TechShare LGC may change its address for receiving notification under this Agreement by providing written notice of the change of address to all Subscribers.
- 6.4. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was placed in the United States mail, postage pre-paid.

7. Amendment

- 7.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by all Participants.
- 7.2. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

8. Current Revenue

- 8.1. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment,

addendum or associated document, shall be paid from current revenues available to the paying Party.

8.2. The Parties warrant that no debt is created by this Agreement.

9. Binding Agreement, Authority, Parties Bound

9.1. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties.

9.2. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

10. Applicable Law

10.1. This Agreement shall be expressly subject to the Subscribers' sovereign immunity and other governmental immunity and all applicable federal and state law.

10.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

11. Severability

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

12. Assignment

No Subscriber may assign its rights and duties under this Agreement without the prior written consent of TechShare LGC. Any assignment attempted without such prior consent shall be null and void.

13. Full Agreement

13.1. This Agreement, standing alone, does not grant any rights, or bind any Party, to any obligations.

13.2. Only upon execution of a SaaS Addendum will a Subscriber have any rights or obligations pursuant to this Agreement.

13.3. This Agreement and any SaaS Addenda executed by a Subscriber shall contain the entire understanding of the Parties with respect to that Subscriber regarding participation in TechShare.

13.4. Each Subscriber acknowledges that the other Participants, or anyone acting on behalf of the other Participants, and TechShare LGC have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

14. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DUPAGE COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

TECHSHARE LGC

BY: _____

Title: Executive Director

Date:

Name and Address for Purposes of Notice:

Executive Director
TechShare Local Government Corporation
500 W. 13th Street
Austin, TX 78701

Software as a Service Addendum

This Software as a Service (SaaS) Addendum (this "Addendum") is made and entered into by and between TechShare Local Government Corporation ("TECHSHARE"), and DuPage County, IL (the "Subscriber") pursuant and subject to the Master Interlocal Agreement for SaaS Participation in TechShare.

DEFINITIONS

- 1.1. Addendum means this Software as a Service Addendum, including all exhibits attached hereto and to be attached throughout the Term of this Addendum, all of which are incorporated by reference herein.
- 1.2. Business Day means any day, Monday through Friday, excluding any TECHSHARE holiday.
- 1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- 1.5. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.
- 1.6. Current Software Version means the current production version of TECHSHARE's software listed on Attachment A.
- 1.7. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of TECHSHARE that renders the Licensed Software in non-conformance with TECHSHARE's then current published specifications.
- 1.8. Documentation means the operating manuals and any other materials in any form or media provided by TECHSHARE to the users of the Licensed Software.
- 1.9. Embedded Third-Party Software means licensed third-party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the date of this Addendum, consists of the software set forth on Attachment A labeled as "Embedded Third-Party Software".

- 1.10. Indemnified Party means Subscriber and each of its officers, employees, agents, successors, and permitted assigns.
- 1.11. Licensed Property means the Licensed Software and the Documentation.
- 1.12. Licensed Software means: (a) the Current Software Version; (b) Embedded Third-Party Software; and (c) any Local Enhancements.
- 1.13. Local Enhancements means any refinement, enhancement, or other customization to the Current Software Version to be developed by TECHSHARE per Attachment B.
- 1.14. Party means, individually, TECHSHARE and Subscriber.
- 1.15. Project means the delivery of the Licensed Property and the performance of all services to be provided by TECHSHARE in accordance with the provisions of this Addendum.
- 1.16. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- 1.17. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Attachment A, which is due and payable as set forth in Section 3.1
- 1.18. Service Level Terms and Conditions means the terms and conditions for TECHSHARE's maintenance and support of the Licensed Software, which can be found at:
<https://techshare.atlassian.net/wiki/spaces/TSP/pages/416088331/TechShare+Prosecutor+Production+Support+Plan>
- 1.19. Users means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by TECHSHARE at Subscriber's request).

2. TITLE AND LICENSE

- 2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, TECHSHARE hereby grants to Subscriber a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third-Party Software) to use the Licensed Property for Subscriber's internal administration, operation, and/or conduct of Subscriber's business operations.

TECHSHARE HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES, CANCELS OR FAILS TO RENEW THIS ADDENDUM. TECHSHARE HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TECHSHARE'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

- 2.2. License Not Tied to Number of Users. Unless otherwise specified on the Attachment A, the SaaS Fee is based on the number of specific user roles and is not based on the total number of users of the Licensed Property.
- 2.3. Restrictions. Unless otherwise expressly set forth in this Addendum, Subscriber shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer,

rent, or lease the Licensed Software or its usage. To the extent Subscriber employs contractors, subcontractors, or other third parties to assist in the Project, Subscriber shall obtain from such third parties an executed TECHSHARE confidentiality Addendum prior to such parties being permitted access to TECHSHARE Confidential and Proprietary Information.

2.4. Embedded Third-Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third-Party Software; provided, however, that such access to and use of such Embedded Third-Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such Embedded Third-Party Software. All such Embedded Third-Party Software is covered by the SaaS Fee. TECHSHARE shall pass through to Subscriber any and all warranties granted to TECHSHARE by the owners, licensors, and/or distributors of such Embedded Third-Party Software.

2.5. Title.

(a) TECHSHARE represents and warrants that it possesses the right to license the Licensed Software and all components and copies thereof. Nothing in this Addendum shall be deemed to vest in Subscriber any ownership or intellectual property rights in and to the intellectual property (including, without limitation, TECHSHARE Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by TECHSHARE.

(b) All training materials shall be the sole property of TECHSHARE.

(c) All Subscriber data shall remain the property of Subscriber. TECHSHARE shall not use Subscriber data other than in connection with providing the services pursuant to this Addendum.

3. FEES AND INVOICING

3.1. SaaS Fee. Unless otherwise specified in Attachment A, the annual SaaS Fee is based on the number of specific prosecuting attorney user roles. Subscriber agrees to provide TECHSHARE information confirming the number of those roles to permit TECHSHARE to calculate the SaaS fee annually. There will be no mid-term adjustments.

3.2. Invoice and Payment for Professional Services. If applicable, TECHSHARE shall invoice Subscriber for professional services and associated expenses before rendering professional services. Following receipt of a properly submitted invoice, Subscriber shall pay TECHSHARE within thirty (30) days. Upon completion of professional services, the remaining balance of amounts paid by Subscriber, if any, shall be returned to Subscriber upon certification from TECHSHARE's Chief Financial Officer that the Project is closed.

3.3. Invoice and Payment of Annual SaaS Fees. SaaS Fees, as set forth in Attachment A, shall be invoiced at the start of training for the initial SaaS Fee and on or about November 1 each year thereafter, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Addendum.

3.4. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act. Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty first (31st) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date TECHSHARE receives payment.

4. PROJECT IMPLEMENTATION

4.1. Professional Services. If applicable, Attachment B includes TECHSHARE's good faith estimate of the hours and fees associated with the services to be performed by TECHSHARE for Subscriber, including

travel time by TECHSHARE's personnel from TECHSHARE's place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis. Additional services requested by Subscriber which are beyond those hours detailed in Attachment B will be billed at TECHSHARE's then current services rates.

- 4.2. Office Space. Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing TECHSHARE reasonable access to a secure virtual private network connection or other comparable connection for use by TECHSHARE from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by TECHSHARE for use by TECHSHARE personnel for the purpose of performing this Addendum.
- 4.3. Subscriber's Hardware and Other Software. Subscriber shall be responsible to acquire, install, and configure all workstations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. TECHSHARE shall have no liability for defects in such hardware and software.
- 4.4. Cooperation. Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist TECHSHARE as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. TECHSHARE shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

TECHSHARE shall use commercially reasonable efforts to promptly provision and configure a hosted instance of the software for the Subscriber in the CJIS-Compliant environment provided by TECHSHARE and, as specified in Attachment B and in accordance with a mutually agreed upon timetable. Upon completion of the configuration of the hosted instance, TECHSHARE shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly functioning, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

6. VERIFICATION OF THE LICENSED SOFTWARE

- 6.1. Verification Procedure. Upon provisioning of the Licensed Software, TECHSHARE shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with TECHSHARE's then current published specifications and is ready for Subscriber's use. In the event TECHSHARE cannot so certify, TECHSHARE's sole obligation shall be to correct the cause thereof, which shall be Subscriber's sole right and remedy against TECHSHARE.
- 6.2. Certification Final. TECHSHARE's certification that the Licensed Software substantially complies with the then-current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify TECHSHARE in writing within fifteen (15) business days of receipt of the certification from TECHSHARE.
- 6.3. Use. Notwithstanding anything to the contrary herein, Subscriber's use of the Licensed Software for its intended purpose shall constitute Subscriber's verification of the provision of the Licensed Software for purposes of the SaaS Fees.

7. TRAINING

To the extent that training services are included in Attachment B, TECHSHARE shall train Subscriber in accordance with a mutually agreeable training plan. The training plan shall outline the training required for

personnel to operate the Licensed Software. TECHSHARE shall provide Subscriber personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Attachment B. Training shall be provided at Subscriber's principal place of business or other site selected by Subscriber. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Subscriber's employees or agents in a manner to provide basic end user training. Subscriber shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. MAINTENANCE AND SUPPORT SERVICES

- 8.1. Service Level Terms and Conditions. Upon TECHSHARE's certification of the Licensed Software or Subscriber's use, whichever occurs first, TECHSHARE shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Section 1.18, above. TECHSHARE may modify the Service Level Terms and Conditions and shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.
- 8.2. Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by TECHSHARE as specified in Attachment B; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to TECHSHARE; (d) provide end user workstations that conform to TECHSHARE's minimum requirements; and (e) provide the requisite networks.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 9.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Addendum, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Addendum, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.
- 9.2. Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, its employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.
- 9.3. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.2. (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Addendum. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses

reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

- 9.4. TECHSHARE has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment C.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Project Personnel. All TECHSHARE personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Addendum shall be employees of TECHSHARE or, if applicable, TECHSHARE's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.
- 10.2. Pass-Through of Warranties. TECHSHARE hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to Subscriber.
- 10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of TECHSHARE, threatened, that shall have a material adverse effect on TECHSHARE's ability to fulfill its obligations pursuant to or arising from this Addendum.
- 10.4. Compliance with Laws. In performing this Addendum, TECHSHARE shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS ADDENDUM, TECHSHARE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

TECHSHARE'S LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY; AND (B) AFTER TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TECHSHARE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS ADDENDUM, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

- 12.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Addendum, TECHSHARE shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Subscriber arising out of, resulting from, or attributable to the negligent or willful misconduct of TECHSHARE, its employees, subcontractors, representatives, and agents; provided, however, that TECHSHARE shall not be liable herein to indemnify Subscriber against liability for damages arising out of bodily injury to

people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions or omissions, negligent or otherwise, of Subscriber, its agents, contractors, subcontractors, or employees.

12.2. Intellectual Property Infringement.

- (a) Notwithstanding any other provision of this Addendum, if any claim is asserted, or action or proceeding brought against an Indemnified Party that alleges that all or any part of the Licensed Property, in the form supplied, or modified by TECHSHARE, or an Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give TECHSHARE prompt written notice thereof. TECHSHARE shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of TECHSHARE's choice and at TECHSHARE's expense and shall indemnify Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Indemnified Party shall cooperate with and may monitor TECHSHARE in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as TECHSHARE may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.
- (b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, TECHSHARE shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in TECHSHARE's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

13. TAXES

- 13.1. Tax Exempt Status. Subscriber represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to TECHSHARE pursuant to this Addendum are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Addendum.
- 13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, workers' compensation insurance, unemployment insurance, or retirement benefits, pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Addendum.

14. INSURANCE

TECHSHARE shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at TECHSHARE's sole cost and expense, the following insurance coverage: (a) workers' compensation insurance protecting TECHSHARE and Subscriber from potential TECHSHARE employee claims based upon job-related sickness, injury, or accident during performance of this Addendum; and (b) comprehensive general liability (including, without limitation, bodily injury and property damage) insurance with respect to TECHSHARE's agents assigned to perform the services

herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

15. TERM, SUSPENSION, AND TERMINATION

- 15.1. Term. The term of this Addendum (the “Term”) shall commence on the date specified in Attachment A and continue for the subscription term specified therein. Except as otherwise specified in Attachment A, the term of this Addendum, and the corresponding payment of all SaaS Fees, shall automatically renew for one year unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. The per-unit pricing during any renewal term shall be the same as that during the prior term unless TECHSHARE has given Subscriber written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.
- 15.2. Early Termination by Subscriber. This Addendum may be terminated by Subscriber prior to the end of the then-current term by Subscriber providing TECHSHARE with (a) ninety (90) days written notice of its intent to terminate, and (b) payment of the SaaS Fees still due for the remainder of the then current term.
- 15.3. Termination for Cause. Either Party may terminate this Addendum for Cause, provided that such Party follows the procedures set forth in this Section 15.3.
- (a) For purposes of this Section, “Cause” means either:
- (i) a material breach of this Addendum, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;
 - (ii) the failure by Subscriber to timely pay when due any fees and expenses owed to TECHSHARE pursuant to this Addendum and any delinquent amounts remain outstanding for a period of thirty (30) days after TECHSHARE provides written notice of its intent to terminate for failure to pay;
 - (iii) breach of Section 9; or
 - (iv) if TECHSHARE becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.
- (b) No Party may terminate this Addendum under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.
- (c) Upon any termination for Cause by Subscriber, TECHSHARE shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by TECHSHARE, Subscriber shall pay TECHSHARE any unpaid SaaS Fees covering the Term. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to TECHSHARE for the period prior to the effective date of termination.
- 15.4. Effect of Termination. Upon termination of this Addendum for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Subscriber’s access to the Licensed Software shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, TECHSHARE will provide to Subscriber such contents of the database that are owned by Subscriber, as such contents exist on the date of termination, in a standard industry data

file format within five business days; and (c) upon written request, Subscriber shall return all documentation, products, TECHSHARE Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Subscriber by TECHSHARE.

- 15.5. Survival. The following provisions shall survive after the Term of this Addendum: 1; 2; 9; 11; 12; 13; 15; 16; and 17.

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Addendum shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Subscriber and TECHSHARE's Executive Director assigned to Subscriber's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Subscriber's chief executive officer or other individual reasonably designated by Subscriber and TECHSHARE's Executive Director ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Addendum, the Parties shall submit the matter to nonbinding mediation before the commencement of any proceeding in a court. The foregoing shall not apply to claims for equitable relief under Section 9.

17. MISCELLANEOUS

- 17.1. Assignment. Neither Party may assign this Addendum or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, TECHSHARE may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.
- 17.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- 17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
- 17.4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.
- 17.6. Entire Addendum. This Addendum (inclusive of Attachments) constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
- 17.7. Amendment. This Addendum shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or

modifications of this Addendum shall be binding upon the Parties despite any lack of additional consideration.

- 17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Addendum shall remain valid and enforceable according to its terms.
- 17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Addendum is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.
- 17.10. Governing Law. Any dispute arising out of or relating to this Addendum or the breach thereof shall be governed by the laws of the state of the domicile of Subscriber, without regard to or application of choice of law rules or principles.
- 17.11. Audit. TECHSHARE shall maintain complete and accurate records of all work performed pursuant to and arising out of this Addendum. Subscriber may, upon the written request of the Project Manager, audit any and all work or expense records of TECHSHARE relating to professional services provided herein. Subscriber shall provide TECHSHARE twenty-four (24) hour notice of such audit or inspection. TECHSHARE shall have the right to exclude from such inspection any TECHSHARE Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Addendum. TECHSHARE shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at TECHSHARE's principal place of business during TECHSHARE's normal business hours and at Subscriber's sole expense.
- 17.12. No Third-Party Beneficiaries. Nothing in this Addendum is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- 17.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Addendum. If an ambiguity exists in this Addendum, or in a specific provision, neither the Addendum nor the provision shall be construed against the Party who drafted the Addendum or provision.
- 17.14. Force Majeure. No Party to this Addendum shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Addendum shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- 17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Addendum by such Party with respect to its respective obligations set forth in Sections 2.3 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
- 17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Addendum, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

TECHSHARE

DUPAGE COUNTY (SUBSCRIBER)

Executive Director

Signature

Date

Printed Name

Title

Date

Address:

500 W. 13th Street
Austin, Texas 78701

Address:

Attachment A – Resources and Fees

Attachment B – Professional Services Work Plan –Not Applicable

Attachment C – Criminal Justice Information Services Security Addendum

Attachment A Resources and Fees

County DuPage County, IL

Commencement Date: January 1, 2024

Resource

TechShare.Prosecutor

Annual SaaS Fee

\$181,250

SaaS Fee is based on the number of specific prosecuting attorney's and the aggregate document / file storage space of up to 25 terabytes (25TB) of storage. Additional storage above 25TB will be billed at a flat rate of \$360 per additional 1TB through a reconciliation process at the end of the subscription year.

Embedded Third Party Software:

- GemBox
- EVO PDF Software
- EMC Captiva Scanner

Payment Schedule

Payment Amount		Description	Due Date
\$181,250	2024 SaaS Fee		By January 31, 2024

Attachment B
Professional Services Work Plan
Not Applicable

DRAFT

Attachment C
FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

- 1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Contractor

TechShare Local Government Corporation

Signature of Contract Representative

Date

Printed Name and Title



Development Requisition \$30,000 and over

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

File #: DC-P-0001-24

Agenda Date: 1/16/2024

Agenda #: 12.A.

AWARDING RESOLUTION
ISSUED TO SAFE BUILT ILLINOIS, LLC FOR PROFESSIONAL
SERVICES TO PERFORM BUILDING & PLUMBING PLAN REVIEWS, AND BUILDING INSPECTIONS ON
AN AS-NEEDED BASIS, FOR RESIDENTIAL AND COMMERCIAL
BUILDINGS IN UNINCORPORATED DUPAGE COUNTY
(CONTRACT TOTAL AMOUNT: \$75,000)

WHEREAS, an RFP was released to the public and processed in accordance with County Board policy;
and

WHEREAS, the Development Committee recommends County Board Approval for the issuance of a contract purchase order for professional services to perform building and plumbing plan reviews, and inspections on an as-needed basis, for residential and commercial buildings in unincorporated DuPage County, for the period January 30, 2024, through November 30, 2024, for the Building & Zoning Department, for a contract total amount not to exceed \$75,000, per RFP#24-006-BZP.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for professional services to perform building and plumbing plan reviews, and inspections on an as-needed basis, for residential and commercial buildings in unincorporated DuPage County, for the period January 30, 2024, through November 30, 2024, for the Building & Zoning Department, and it is hereby approved for issuance by the Procurement Division to, SAFE Built Illinois, LLC, 1200 Harger Road Suite 421, Oakbrook, Illinois 60523.

Enacted and approved this 23rd day of January, 2024 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	
MINUTETRAQ ID#: 24519	RFP, BID, QUOTE OR RENEWAL #: RFP #24-006-BZP	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: DEVELOPMENT	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$300,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: SAFEBuilt Illinois LLC	VENDOR #: 33979	DEPT: Building & Zoning	DEPT CONTACT NAME: Marla Flynn
VENDOR CONTACT: Alan Greene	VENDOR CONTACT PHONE: 224-250-4010	DEPT CONTACT PHONE #: X6789	DEPT CONTACT EMAIL: Marla.Flynn@dupagecounty.gov
VENDOR CONTACT EMAIL: agreene@safebuilt.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.). Professional services to perform Building & Zoning plan reviews.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Review of building and plumbing plans throughout the course of construction are required by DuPage County Building Code to ensure code compliance.			

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.
RFP (REQUEST FOR PROPOSAL)	

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. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. RFP #24-006-BZP was released to the public on 12/1/2023. Of 98 invitations sent out, one (1) requested documents. Four (4) vendors submitted proposals. Those proposals were evaluated in four categories. SAFEBuilt met the criteria and was rated the highest points.
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. Do not approve contract toSAFEBuilt Illinois LLC. 2. Perform services in-house. Department does not have qualified staffing to provide this service in-house.

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: SAFEBuilt Illinois LLC	Vendor#: 33979	Dept: Building & Zoning	Division:
Attn: Alan Greene	Email: agreene@safebuilt.com	Attn: Marla Flynn	Email: Marla.Flynn@dupageco.org
Address: 3755 Precision Dr, Suite 140	City: Loveland	Address: 421 N County Farm Rd	City: Wheaton
State: CO	Zip: 80538	State: IL	Zip: 60187
Phone: 866-977-4111	Fax: 877-203-2704	Phone: 630-407-6789	Fax: 630-407-6702
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAFEBuilt Illinois LLC	Vendor#: 33979-R01	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: Lockbox #88135 PO Box 88135	City: Chicago	Address:	City:
State: IL	Zip: 60680-1135	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 30, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25):			

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		Professional Services to perform building & plumbing plan reviews and Building Inspections on an "as needed" basis for residential and commercial buildings in unincorporated DuPage County per RFP #24-006-BZP for the period of 1/30/2024 - 11/30/2024.	FY24	1100	2810	53090		75,000.00	75,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 75,000.00

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.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. DEV Committee 1/16/2024 Finance & CB 1/23/2024
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

SECTION 8 - BID FORM PRICING

Provide the price of performing each Plan Review type. Pricing shall include related telephone, email, or other forms of communications. Quantities shown are estimated only for bid canvassing purposes.

SECTION 1

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Plan Review Type					
1	Residential	HR	8	\$ 99	\$ 792.
2	Commercial	HR	200	\$ 99	\$ 19,800
3	Fire Systems	HR	9	\$ 99	\$ 891
GRAND TOTAL					\$ 21,483
GRAND TOTAL (In words)					

SECTION 2

NO.	ITEM	UOM	PRICE
Construction Inspection Services - Commercial Weekdays 8:00 AM to 4:30 PM			
4	Electrical	HR	\$ 90
5	Building	HR	\$ 90
6	Mechanical	HR	\$ 90
7	Plumbing	HR	\$ 110
Construction Inspection Services - Commercial After Hours & Saturdays before 4:30 PM			
8	Electrical	HR	\$ 120
9	Building	HR	\$ 120
10	Mechanical	HR	\$ 120
11	Plumbing	HR	\$ 120
Construction Inspection Services - Commercial Sundays, Holidays & Saturdays after 4:30 PM			
12	Electrical	HR	\$ 160
13	Building	HR	\$ 160
14	Mechanical	HR	\$ 160
15	Plumbing	HR	\$ 160
Construction Inspection Services - Residential Weekdays 8:00 AM to 4:30 PM			
16	Electrical	HR	\$ 90
17	Building	HR	\$ 90
18	Mechanical	HR	\$ 90
19	Plumbing	HR	\$ 110
Construction Inspection Services - Residential After Hours & Saturdays before 4:30 PM			
20	Electrical	HR	\$ 120
21	Building	HR	\$ 120
22	Mechanical	HR	\$ 120
23	Plumbing	HR	\$ 120
Construction Inspection Services - Residential Sundays, Holidays & Saturdays after 4:30 PM			
24	Electrical	HR	\$ 160
25	Building	HR	\$ 160
26	Mechanical	HR	\$ 160

NO.	ITEM	UOM	PRICE
27	Plumbing	HR	\$ 160
Cost per Plan Review Type One & Two-Family Dwellings			
28	Plan Review per Dwelling	EA	\$ 324
29	Plan Review Expedited Additional Fee	EA	\$ +40%
Industrial, Commercial & Multi-Family Structures			
30	Hazardous Areas - Additional Cost	1000 SQ FT	\$ 330
31	Commercial Kitchens/Food Processing Areas - Additional Cost	1000 SQ FT	\$ 330
32	Re-Review Additional Cost	EA	\$ 132
33	Expedited Plan Review Additional Cost	EA	\$ +40%
Per Plan Review - Gross Floor Area Base Building			
34	up to 2,500 SF	SQ FT	\$ 396
35	2,501 to 4,000 SF	SQ FT	\$ 445
36	4,001 to 5,000 SF	SQ FT	\$ 544
37	5,001 to 7,500 SF	SQ FT	\$ 693
38	7,501 to 10,000 SF	SQ FT	\$ 693
39	Over 10,000 SF	SQ FT	\$ 891
Base Building with up to 2 other disciplines			
40	up to 2,500 SF	SQ FT	\$ 495
41	2,501 to 4,000 SF	SQ FT	\$ 544
42	4,001 to 5,000 SF	SQ FT	\$ 654
43	5,001 to 7,500 SF	SQ FT	\$ 687
44	7,501 to 10,000 SF	SQ FT	\$ 742
45	Over 10,000 SF	SQ FT	\$ 990
Base Building with up to 3 other disciplines			
46	up to 2,500 SF	SQ FT	\$ 594
47	2,501 to 4,000 SF	SQ FT	\$ 654
48	4,001 to 5,000 SF	SQ FT	\$ 693
49	5,001 to 7,500 SF	SQ FT	\$ 737
50	7,501 to 10,000 SF	SQ FT	\$ 792
51	Over 10,000 SF	SQ FT	\$ 1039
Plumbing Plan Reviews			
52	Single Family	EA	\$ 110
53	Duplex	EA	\$ 110
54	Town Homes, Condominiums, Apartments	EA	\$ 110
55	Commercial	EA	\$ 110
Additional Cost Fixture or Waste Opening			
56	Single Family	EA	\$ 0
57	Duplex	EA	\$ 0
58	Town Homes, Condominiums, Apartments	EA	\$ 0
59	Commercial	EA	\$ 0
Sprinkler Systems Pipe Schedule System (Pipe Schedule System)			
60	1 to 20	EA	\$ 148
61	21 to 100	EA	\$ 172
62	101 to 200	EA	\$ 198
63	201 to 300	EA	\$ 250

NO.	ITEM	UOM	PRICE
64	301 to 500	EA	\$ 420
65	Over 500	EA	\$ 495
NO.	ITEM	UOM	PRICE
Sprinkler Systems Pipe Schedule System (Hydraulically Calculated System)			
66	1 to 20	EA	\$ 172
67	21 to 100	EA	\$ 297
68	101 to 200	EA	\$ 396
69	201 to 300	EA	\$ 495
70	301 to 500	EA	\$ 594
71	Over 500	EA	\$ 693
Fire Detection and Alarm Systems			
71	Complete System	EA	\$ 100 or .013 PSF
72	Partial System - Not Containing Total building area Detection System	EA	\$ 100 or .009 PSF
73	Partial System - Supervisory Protection of Sprinkler Systems & Duct Detection	EA	\$ 100 or .005 PSF
Standpipe Systems			
74	Standpipe	EA	\$ 198
75	Standpipes Part of Total Building Sprinkler Systems	EA	\$ NO COST
Gas Suppression Systems or Dry Chemical System			
76	1 to 50	EA	\$ 198
77	51 to 100	EA	\$ 198
78	101 to 200	EA	\$ 247
79	201 to 300	EA	\$ 247
80	301 to 400	EA	\$ 346
81	401 to 500	EA	\$ 374
82	501 to 750	EA	\$ 423
83	751 to 1000	EA	\$ 495
84	Over 1000	EA	\$ 544
Restaurant Wet Chemical Systems			
85	Hood System	EA	\$ 198
86	Each Additional System or Hood Reviewed at Same Time with Same Unit	EA	\$ 100
Restaurant Mechanical Hood and Duct Systems			
87	Hood	EA	\$ 198
88	Each Additional System or Hood Reviewed at Same Time with Same Unit	EA	\$ 100
Life Safety Plan Reviews			
89	Per Review	EA	\$ 176
90	Per Re-Review	EA	\$ 90

SECTION 9 - PROPOSAL FORM
PLANS EXAMINER SERVICES 24-006-BZP
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	SAFEbuilt Illinois, LLC
Main Business Address	444 N Cleveland Avenue
City, State, Zip Code	Loveland, CO 8537
Telephone Number	866.977.4111
Fax Number	
Proposal Contact Person	Alan Greene
Email Address	agreene@safebuilt.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:

Chris Giordano, Chief Executive Officer

(President or Partner)

Joe DeRosa, Chief Revenue Officer

(Vice-President or Partner)

Will Brown, Chief Financial Officer

(Secretary or Partner)

Matthew Causley, Chief Operating Officer

(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.

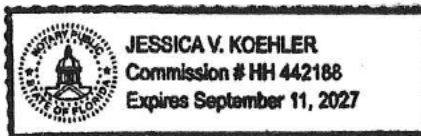
X  Chris Giordano, Chief Executive Officer
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

 s 14th day of December, AD, 2023

My Commission Expires: September 11, 2027
(Notary Public)





RFP-24-006-BZP

Plans Examiner Services

TECHNICAL PROPOSAL - ELECTRONIC

DuPage County, IL

December 19, 2023 | 2:30pm CDT

Alan Greene

Account Manager

224.250.4010

agreene@safebuilt.com

Kati Vokovitch

Regional Operations Manager

262.955.3014

kvokovitch@safebuilt.com



December 19, 2023

DuPage County
Finance – Procurement 3-400
421 N. County Farm Road
Wheaton, IL 60187-3978

RE: RFP-24-006-BZP Plans Examiner Services

Dear Esteemed Members of the Evaluation Committee:

SAFEbuilt Illinois, LLC (SAFEbuilt) is pleased to present our response to the Request for Proposal (RFP) RFP-24-006-BZP for Plans Examiner services for the County of DuPage (County). With SAFEbuilt's current work supporting the County to meet its plan review and building inspection needs, we are confident we can continue to deliver the qualified and responsive support you need and that your community has come to expect.

Since 1992, SAFEbuilt has provided building department support services to satisfied clients throughout the nation, frequently earning long-term and repeated business with municipalities large and small. Our goal is to ensure that the development of your community remains safe, healthy, and vibrant and in compliance with all applicable building codes, laws, and regulations. We first began providing services in Illinois in 2011 and for the County in 2020—that is over a decade of experience within the State and nearly four years of familiarity with the County itself.

SAFEbuilt is your local partner with the capacity to customize services to meet your needs. We ensure your service is implemented seamlessly, delivering the solutions your community can count on in a manner that elected officials, County staff, stakeholders, and citizens desire and deserve.

We recognize that different communities have different needs and objectives. Our efforts will address these specific goals and challenges to help you sustain a thriving County. Our previous work and team experience highlights our knowledge of the County and the technical expertise required to perform the needed services in a timely, well-qualified, and resourceful way.

With our qualified and experienced team of plans examiners and building inspectors, our presence in the County, and the positive reviews we are sure you will receive from our references, we are confident that SAFEbuilt is the right team to continue to support your community.

We hereby acknowledge receipt of any and all addenda.

We enthusiastically present this proposal for your review and evaluation and thank you in advance for your consideration. Mr. Alan Greene, Account Manager, will be your main point of contact for any questions or clarifications, and can be reached at 224.250.4010 or agreene@safebuilt.com. We look forward to hearing from you and further building on our partnership.

Best Regards,

Chief Executive Officer
SAFEbuilt Illinois, LLC





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Tab 1

Firm Qualifications

FIRM QUALIFICATIONS

FIRM OVERVIEW

In 1992, SAFEbuilt began providing exceptional community development services to local governments. Today, we are a national leader performing value-added professional, technical, and consulting services in 37 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan reviews for several communities in Northern Colorado, our areas of service have expanded over the past 31 years to include:



Full Service and Supplemental Building Department Operations



Residential, Commercial, and Industrial Plan Review



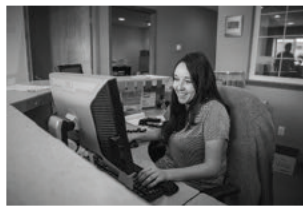
Building, Mechanical, Electrical, and Plumbing Inspection



Fire Plan and Life Safety Review and Inspection



Code Enforcement



Permit Technician



Certified Building Official



Community Development Automation Software



Expedited Plan Review, Inspections, and Engineering for Special Projects



Housing Authority Inspections



Planning and Zoning Services



Disaster Recovery

Over the decades, our capacity has grown to 1,900+ employees who provide flexibility and economy of scale to 1,600+ communities like DuPage County. SAFEbuilt Illinois has been providing services in the state since 2011, and we currently provide services to 60 municipalities in the state, and for the County itself since 2020, providing building department services. We deliver solid teams of skilled industry professionals to meet the goals and objectives of each community we serve, providing experienced staff with the necessary licenses and certifications to achieve successful outcomes. SAFEbuilt has completed thousands of community development projects, and we have the staff to accommodate all the requirements needed for your growth, delivering consistent and responsive customer service every day.



SAFEbuilt PROFILE

CORE VALUES

SERVICE

INTEGRITY

IMPROVEMENT

TEAMWORK

RESPECT

NUMBER OF EMPLOYEES

- 1,600+ across the SAFEbuilt family of companies.
- 46 working for SAFEbuilt Illinois, including over 20 Plan Reviewers and Building Inspectors

OFFICE LOCATIONS

SAFEbuilt, LLC is the parent company of SAFEbuilt Illinois, LLC and has offices across the country. Their headquarters are located at:

444 N. Cleveland Ave.
Loveland, CO 80537
P: 866.977.4111
F: 877.203.2704
www.safebuilt.com

SAFEbuilt Illinois is located at:

8775 W. Bryn Mawr Ave
Suite 1300
Chicago, IL 60031
P: 262.955.3014

SAFEbuilt currently provides DuPage County with Plan Review services, and has done so to great customer satisfaction, on time service delivery, and seamless operational integration since 2020.

SAFEbuilt understands the County's need for a qualified partner to continue to perform plan reviews and provide building inspections to help keep the community safe, sustainable, and thriving. Today's community development and improvement environment places increased demands on important resources.

SAFEbuilt alleviates this burden while also delivering economic advantages. We understand and place a high value on budgets and schedules and compliance to local, state, and federal codes. This affords us the ability to serve our partners with clear expectations and defined goals and objectives that lead to successful project execution. Through this approach, we have earned the trust and long-term business with many communities in Illinois, and hope to continue to count DuPage County among them.

Relying on our deep experience with current practices and regulations, we are dedicated to reaching successful outcomes for our public agency clients. Our approach is to complete all work in a manner consistent with the County's adopted policies, regulations, and practices. Our proposed team that will serve the County can provide a broad range of the services requested by the County, with team members selected specifically for their strong backgrounds, extensive knowledge, and relevant experience.

The qualifications and capabilities of SAFEbuilt and the qualifications, experience, and availability of our assigned staff are presented in the pages that follow.



FIRM CAPABILITIES

The SAFEbuilt team has unparalleled knowledge of State of Illinois and local building requirements and codes. We have been in the Community Development services industry for 31 years and have the resources to provide plan review services as requested.

During our time in business, we have built and maintained a solid and reliable reputation throughout the building and safety community, giving our partners confidence in our ability to successfully deliver services. At contract start, we assign a point of contact for the duration of the contract, to ensure excellent performance and service delivery. This is currently **Gerald Keys, MCP**. He will remain in place to work with the County on any issues with service delivery or any additional services that we or our family of companies can provide—spanning everything from Planning to Roadway Engineering to Grants Management.

Local, State and Federal Codes and Regulations

SAFEbuilt has 40 Master Code Professionals (MCP)—the highest level of designation the International Code Council (ICC) offers. Only 900 individuals worldwide have earned this level designation of technical and management aspects of code enforcement. It is considered the “gold standard” for demonstrating proficiency in the building code profession.

Assigned Team Members **Gerald Keys** and **Keith Rooney** have MCP certifications from the ICC and over 85 additional ICC certifications combined. As MCPs, their understanding and knowledge of laws and codes is at the highest level, backed by a required 60 hours of continuing education every three (3) years to maintain their certifications.

SAFEbuilt is also providing six other team members that boast a number of ICC certifications, State of Illinois licenses, and over 200 years of collective experience with local, state and federal laws, codes and ordinances. The decades of experience each team member has and their ICC certifications have given them a great depth and breadth of knowledge, including:

- ✓ 2021 International Building Code
- ✓ 2021 International Residential Building Code
- ✓ 2021 International Plumbing Code
- ✓ 2021 International Fuel Gas Code
- ✓ 2021 International Mechanical Code
- ✓ 2021 International Property Maintenance Code
- ✓ 2021 International Pool and Spa Code
- ✓ 2021 International Energy Conservation Code
- ✓ 2021 International Existing Building Code with resource A
- ✓ 2021 International Fire Code and all other required fire codes
- ✓ 2020 ANSI Standards
- ✓ 2023 National Electric Code NFPA 70



Additionally, the proposed team as already worked closely with the County in the Building and Zoning Department, giving them not only knowledge of local code adoptions, state-specific regulations, and County-specific amendments, but also an understanding of the intricacies, needs, and viable solutions for the County.

Equipping the Team for Success

SAFEbuilt provides our employees with the materials, tools, and equipment necessary to perform all work required by the County. We provide our Inspectors with late model vehicles with removable signage, and field-related equipment necessary to perform their duties. We supply our team with safety devices and clothing required to meet OSHA requirements. We provide our staff with:

- Vehicles (including maintenance and fuel) we maintain a fleet of over 150 late-model vehicles.
- Magnetic vehicle signage-customizable per client specifications.
- Laptops with mobile hot spots.
- Standard business software and specialized software.
- Personal protective equipment and sanitizing products.
- Tablets and mobile phones (loaded with electronic versions of essential codebooks).
- SAFEbuilt-branded professional clothing and lanyards with clear, plastic pouch for carrying the County-issued ID.
- Insurance: Liability, Workers Compensation and Health, Dental, Vision, and Life.

Continuous Knowledge Building

SAFEbuilt recognizes that our quality personnel are our greatest asset and distinguishes us from other building development services companies. Along with recognizing service excellence with monetary compensation and other rewards, we invest heavily in our personnel's training, certification, and licensure, which increases employee satisfaction and tenure with our company. SAFEbuilt's leadership philosophy includes believing that a properly structured recruitment and training program makes good employees even better and provides the momentum to drive them to excel.

All Building Code staff receive a minimum of 32 hours of training per calendar year—48 hours per calendar year for every new code adoption year. Our commitment to our employees' well-being, continuing education, and competitive compensation enable us to keep our staff retention at optimum levels.

SAFEbuilt's leadership has also established a program whereby employees can access comprehensive training, continuing education, and coaching, called SAFEbuilt Academy. Continuing education ensures staff remain current with local, state, and federal codes, regulations, amendments, and the latest best practices so that staff spends less time referring to code books while in the field.



All courses offered by SAFEbuilt Academy are approved by ICC, and most can provide dual credit through AIA.

Standard courses include:

- Commercial Building Inspector
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Commercial Electrical Inspector – Part 1 & 2
- Residential Building Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Residential Electrical Inspector

Recently added courses include:

- 2021 Residential Building Inspector (English & Spanish)
- 2021 Residential Mechanical Inspector
- 2021 Residential Plumbing Inspector
- 2021 Commercial Building Inspector & Plans Examiner



THE SAFEbuilt ADVANTAGE

Our solid reputation as an industry leader demonstrates our knowledge, flexibility and cost efficiencies, giving us the reliability your company needs in a team. Our people love what they do and eagerly contribute solutions and recommendations that are proven, time-tested and specific to your needs, providing the following fundamental elements:

- ✓ **Focus on Cost-Saving Approaches and Methods** - Because we serve many municipalities and agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services and keep our clients' budgets on track.
- ✓ **Tailored, Responsive Services** - Our team is skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We quickly fine-tune staffing levels to match changes in activity – always maintaining the highest level of customer service.
- ✓ **Experience with the County** – We have years of knowledge and experience working with the County, delivering on its Building Department needs and working closely with County staff, residents, and stakeholders.
- ✓ **Swift Turnarounds and Expedited Services** - With extensive experience in community development and improvement services, our staff excels at providing prompt turnarounds. We match or beat required turnaround deadlines.
- ✓ **Effective Coordination with other Agencies and Departments** - Collaboration and cooperation with other departments and agencies are key elements of how we approach our projects. Effective communication solutions are made available to the needs of each community we serve.
- ✓ **A Wealth of Code Knowledge and Building Industry Experience** - We maintain staff fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers, as well as sit on leading boards and committees for organizations developing and implementing important code regulations.
- ✓ **Leading-Edge Technology with Cost-Saving Solutions** - SAFEbuilt's proprietary software, CommunityCore Solutions, delivers a suite of digital options for jurisdictions – prompt digital plan reviews, including electronic versions of plan comments, and easy-to-use online web application/portal for submittal, tracking and approval of digital plans. Our team is fully versed in using a variety of major municipal software applications and can easily transition.
- ✓ **Environmentally Friendly Practices** – Our corporate policy on sustainability supports a healthy environment, reduces our carbon footprint, and promotes environmental stewardship through environmentally preferable purchasing and other sustainability actions. Our digital plan review system encourages the bypass of paper use, and all possible documents at SAFEbuilt are printed double-sided on recycled, post-consumer content paper.

SPOTLIGHT

One real-life example of the benefits that SAFEbuilt can provide a community comes from the City of Harvey, Illinois.

Mayor Chris Clark made a commitment to "make decisions based on experience and principles that will best benefit Harvey residents." As part that commitment, the City has started a new partnership with SAFEbuilt to provide Building Department and Code Enforcement services.

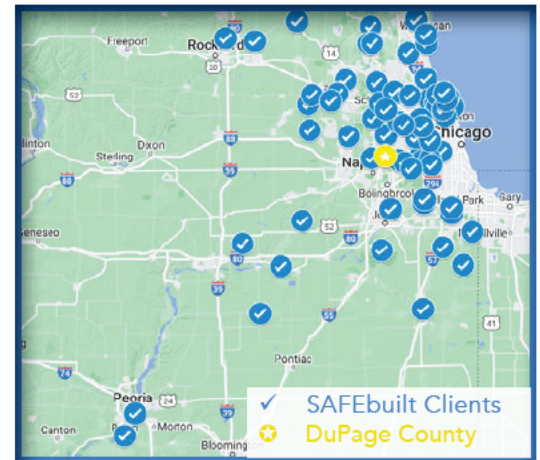
You can read more here:

<https://safebuilt.com/about/newsroom/harveyil>



EXPERIENCE

Due to our strong presence in Illinois, we can quickly and easily deploy qualified staff to support our on-demand contracts. SAFEbuilt understands that hiring and retaining qualified staff is the foundation for any successful technical and customer-centric operation. The candidates that SAFEbuilt aggressively recruits have a demonstrated passion for their work by pursuing ICC and State certifications and registrations. Throughout their careers with SAFEbuilt, we continue to reward and encourage their career certification pursuits, allowing us to offer our customers some of the most qualified staff in the industry. Through our work in similar communities across Illinois and our valued staff longevity, we assure our team will provide the County with the necessary resources, expertise, and customer-focused attitude through the contract. The map figure here shows our presence and indicates our availability throughout Illinois.



Once assigned to a project, our team members remain dedicated to that project until completion. If any personnel changes occur during the life of the contract, SAFEbuilt will immediately notify the County of the situation and will tap resources from nearby projects to provide temporary support until a replacement is sourced, approved by the County, and on-boarded.

Currently, we have a workforce of nearly 50 personnel in the state, and we offer a significant number of dedicated resources for our clients. Our work model provides flexibility when managing workloads. We only work with contractual clients during peak times. As a result, we have always met our scheduled plan review turnaround and inspection times. We can call upon plan reviewers and inspectors from our other projects in Illinois to meet the County's short-term needs.

SAFEbuilt's first contract in Illinois was in 2011, adding the County of DuPage as a client in 2020, and today we serve 60 municipal clients with the services shown in the following table.

CLIENT	SERVICES PROVIDED
Village of Algonquin	Plan Review
Village of Barrington	Building Inspection Services; Plan Review
Village of Beecher	Building Inspection Services; Fire Services; Plan Review
Village of Burlington	Building Inspection Services; Plan Review
Town of Cicero	Building Inspection Services; Plan Review
Village of Deerfield	Building Inspection Services; Plan Review
Village of Downers Grove	Building Inspection Services; Plan Review
County of DuPage	Building Inspection Services; Plan Review
City of East Peoria	Plan Review
City of Evanston	Building Inspection Services; Plan Review
Village of Fox Lake	Building Inspection Services; Code Enforcement; Planning & Zoning; Plan Review; Software

Village of Franklin Park	Building Department Management; Building Inspection Services; Plan Review
Village of Gilberts	Building Inspection Services; Code Enforcement; Plan Review
Village of Glendale Heights	Building Inspection Services; Plan Review
Village of Glenview	Building Inspection Services; Code Enforcement; Plan Review
Village of Golf	Building Inspection Services; Plan Review
Village of Hampshire	Building Inspection Services; Code Enforcement; Planning & Zoning; Plan Review; Software
Village of Hanover Park	Building Inspection Services; Plan Review
City of Harvard	Building Inspection Services; Planning & Zoning; Plan Review; Software
Village of Hoffman Estates	Plan Review
Village of Itasca	Building Inspection Services; Code Enforcement; Plan Review
Village of Kenilworth	Building Inspection Services; Engineering Services; Plan Review
Village of La Grange Park	Code Enforcement
Village of La Grange	Building Inspection Services; Plan Review
Village of Lakemoor	Building Department Management; Building Inspection Services; Code Enforcement; Planning & Zoning; Plan Review; Software
County of LaSalle	Building Department Management; Building Inspection Services; Plan Review; Software
Village of Libertyville	Building Inspection Services
Village of Lincolnwood	Building Inspection Services; Fire Services; Plan Review
City of Lockport	Building Inspection Services; Plan Review
Village of Lyons	Building Inspection Services
Village of Machesney Park	Plan Review
City of Markham	Building Inspection Services; Plan Review
Village of Morton Grove	Building Inspection Services; Code Enforcement; Plan Review
Village of Newark	Building Inspection Services; Plan Review
City of North Chicago	Building Inspection Services; Code Enforcement; Plan Review
Village of Northfield	Building Inspection Services; Code Enforcement; Plan Review
City of Northlake	Building Inspection Services; Code Enforcement; Plan Review
Village of Orland Park	Building Inspection Services; Plan Review
Village of Palatine	Building Inspection Services
City of Pekin	Software
Village of Pingree Grove	Building Department Management; Building Inspection Services; Code Enforcement; Plan Review; Software
City of Prospect Heights	Building Inspection Services; Plan Review
Village of River Forest	Building Inspection Services; Plan Review

Village of Rosemont	Building Inspection Services; Plan Review
Village of Sauk Village	Building Inspection Services; Plan Review
Village of Schaumburg	Code Enforcement
Village of Schiller Park	Building Inspection Services; Code Enforcement; Plan Review
Village of Skokie	Building Inspection Services; Plan Review
City of Streator	Software
Village of Summit	Code Enforcement
Village of Virgil	Plan Review
Village of Volo	Building Inspection Services; Plan Review
Village of Wadsworth	Building Inspection Services; Plan Review
City of Warrenville	Building Inspection Services; Code Enforcement; Plan Review
City of Waukegan	Building Inspection Services; Plan Review
Village of Westmont	Plan Review
Village of Willowbrook	Building Department Management; Building Inspection Services; Plan Review; Software
Village of Wilmette	Building Inspection Services; Plan Review
Village of Winnetka	Building Inspection Services; Code Enforcement; Plan Review
City of Wood Dale	Building Inspection Services; Code Enforcement; Plan Review

"Everything we set out to accomplish, we have. I'm confident SAFEbuilt will continue to bring forward-thinking solutions to the table as our relationship grows."

– Jay Hedges, Village Manager
Village of Hampshire, IL

"One of our Morton Grove Inspectors was out yesterday and maybe today to look at the work our contractor was doing in the complex. I would like to thank him for his consideration and helpfulness."

– Resident,
Village of Morton Grove, IL

BUSINESS LICENSE

SAFEbuilt Illinois, LLC's tax identification number is 46-2340439.

A copy of SAFEbuilt Illinois's State of Illinois Corporate Certificate is provided below.

File Number 0493261-7



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

SAFEBUILT ILLINOIS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 26, 2014, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY 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 3RD day of NOVEMBER A.D. 2023 .

Authentication #: 2330702316 verifiable until 11/03/2024

Authenticate at: <https://www.ilso.gov>

REFERENCES

Among the many satisfied clients SAFEbuilt has in Illinois, we are pleased to present the following references who can speak to the quality of our work, professionalism of our staff, and efficiency of our service delivery.

LASALLE COUNTY	VILLAGE OF DOWNERS GROVE	VILLAGE OF GLENVIEW
<p>Services: Plan Review; Building Inspections</p> <p>Dates: 2014—Ongoing</p> <p>Contact: Brian A. Gift, AICP, Director of Community Development 817.433.8666 landuse@lasallecounty.org</p>	<p>Services: Plan Review; Building Inspections</p> <p>Dates: 2014—Ongoing</p> <p>Contact: Stan Popovich, Director of Community Development 630.434.6893 spopovich@downers.us</p>	<p>Services: Plan Review; Building Inspections; Code Enforcement</p> <p>Dates: 2013—Ongoing</p> <p>Contact: Joe Footlik, Inspectional Services Division Manager 847.904.4323 joef@glenview.il.us</p>
		
TOWN OF CICERO	VILLAGE OF HANOVER PARK	VILLAGE OF MORTON GROVE
<p>Services: Plan Review; Building Inspections; Zoning; Software</p> <p>Dates: 2019—Ongoing</p> <p>Contact: Tom Tomschin, Executive Director of Housing 708.656.3600 ttomschin@thetownofcicero.com</p>	<p>Services: Building Inspections; Health Inspections</p> <p>Dates: 2016—Ongoing</p> <p>Contact: Steve Capella, Inspectional Services Chief and Fire Lieutenant 630.823.5858 scapela@hpil.org</p>	<p>Services: Plan Review; Building Inspections; Code Enforcement</p> <p>Dates: 2016—Ongoing</p> <p>Contact: Tom Friel, Assistant Village Administrator 847.965.4100 tfriel@mortongroveil.org</p>
		



Tab 2

Key Qualifications

KEY QUALIFICATIONS


As a company that provides third-party service personnel to clients, SAFEbuilt thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 31+ years of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries, a passion for the work, and a drive to get the job done correctly and on schedule. We actively pursue self-motivated candidates who are personable and who can easily integrate into any team setting.

We have assembled an experienced and qualified team of building services professionals to support the County with its inspections and plan reviews needs. Team members are familiar with DuPage County, able to complete residential and commercial plan reviews and inspections, conduct fire reviews, and appropriately licensed with the ICC in their respective disciplines and as Master Code Professionals, as well as with the State of Illinois. Our proposed team possesses over *200 years of experience in building department services collectively*.

LEADERSHIP TEAM AND CONTRACT OVERSIGHT

The Leadership Team for a contract with the County will include the assigned Account Manager and the Regional Operations Director. Together, they will manage the operation and administration of the contract. They will be responsible for managing team performance, ensuring that all contract goals are accomplished, and performing problem-solving support for issues at the contract level.

DuPage County's primary points of contact for contract oversight are:

	
<p>Mr. Alan Greene Account Manager 224.250.4010 agreene@safebuilt.com</p>	<p>Ms. Kati Vokovitch Regional Operations Manager 262-955-3014 kvokovitch@safebuilt.com</p>
<p>Regional Service Office 8775 W. Bryn Mawr Ave, Suite 1300 Chicago, IL 60031 P: 262.955.3014</p>	

SAFEbuilt believes that maintaining frequent and consistent check-ins between the Leadership Team and our clients is key to identifying performance risks sooner and contributes to contract success. Your Leadership Team will reach out to the County to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best contractor-client relationship possible. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

Mr. Alan Greene is the **Account Manager** and will be the County's primary point of contact. He will act as an intermediary between SAFEbuilt and the County to meet the County's need for information, support, and assistance. At the same time, he will help SAFEbuilt to continuously better understand the County's needs, expectations, and difficulties. Further, Mr. Greene will be available to discuss solutions for any potential add-on work the County might need. Mr. Greene has served as an Account Manager for 3 years.

Ms. Kati Vokovitch is SAFEbuilt's **Regional Operations Manager** for Illinois. She is Mr. Greene's operations counterpart and will be the primary contact for contract operations oversight. She will be responsible for ensuring increasing client and employee satisfaction levels while improving the workforce's efficiency, service, and technology throughout the contract, as well as ensuring adequate staffing levels. Ms. Vokovitch brings 16 years of administrative experience—nearly 10 with SAFEbuilt—to her support role for the County.

OPERATIONS TEAM

As a company that provides third-party service personnel to clients, SAFEbuilt thoroughly screens prospective staff for the right experience and qualifications to perform their assigned duties. With over three decades of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries, a passion for the work, and a drive to get the job done correctly and on schedule. We actively pursue self-motivated candidates who are personable and can easily integrate into any team setting.

SAFEbuilt is incredibly proud to have some of the most experienced and well-qualified staff in building inspections, plan review, and fire reviews and inspections who can serve our municipal clients with expertise, tact, insight, and respect. Stacked with decades of experience—collectively totaling over 200 years—the staff assigned to DuPage County is exceptionally positioned to exceed expectations. Our staff is committed to leveraging its learned knowledge to help keep communities safe and sustainable.

Our staff's knowledge is further strengthened by ongoing training. Changing codes, regulations, and amendments make training a necessity. Staff receive training on a regular basis to stay up-to-date on current laws and regulatory changes. Our staff always remain knowledgeable and maintain current licenses and certifications.

Experience

We have proposed a dedicated team of professional personnel who will provide services as outlined in the RFP's Scope of Services. All proposed personnel have experience providing the same exact services to other Illinois communities, as well as many of the staff assigned to the County since 2020 remaining on to serve for this contract. In fact, for many DuPage County is currently their only client. They highly familiar with the DuPage County Building Code and all County Code Amendments.

The Experience Matrix provided on the page that follows demonstrates our staff's years of relevant experience, years with the firm, areas of expertise, and current assigned clients.



STAFF MEMBER	ROLE	YEARS EXPERIENCE	YEARS WITH SAFEbuilt	AREAS OF EXPERTISE	CURRENT ASSIGNED CLIENTS
<i>Gerald Keys, MCP</i>	Project Manager Building Inspector Plans Examiner	26	6	Master Code Professional , Plans Examiner; Building Inspector; Combination Inspector and Plans Examiner; Electrical, Plumbing, and Mechanical & Gas Inspector;	1 - DuPage County
<i>Keith Rooney, MCP</i>	Building Inspector Plans Examiner	21	5	Master Code Professional , Plans Examiner; Building Inspector; Electrical and Building Code Official; Utility Inspector	1 - DuPage County
<i>Mark Opels</i>	Building Inspector Plumbing Inspector Plumbing Plans Examiner	31	10	Residential Building Inspector; Electrical Inspector; Mechanical Inspector; Property Maintenance Inspector; Residential Plans Examiner	1 - DuPage County
<i>Vince Cuchetto</i>	Code Enforcement Officer	44	5	Residential Inspector	1 - DuPage County
<i>Anthony Wesbrook</i>	Building Inspector	18	5	Residential, Mechanical and Electrical Inspector	1 - DuPage County
<i>Dan Witkowski</i>	Building Inspector Plumbing Inspector	27	6	Plans Examiner; Plumbing Inspector; Certified Illinois Plumbing Inspector; Plumber's License, State of Illinois; Cross-Connection Control Device Inspector	1 - DuPage County
<i>James Kemper</i>	Building Inspector Plumbing Inspector	25	13	Plumbing Inspector; Journeyman Plumber	1 - DuPage County
<i>Jeff Witt</i>	Building Inspector	37	8	Residential and Commercial Building Inspector	1 - DuPage County
<i>Dave Zalesiak</i>	Fire Inspector	27	4	Fire Inspector	1 - DuPage County

<i>Don Wilkins, MCP</i>	Plans Examiner	24	8	Master Code Professional, Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official; Fire Inspector, Fire Plans Examiner	1 - DuPage County
<i>Jacob Doub, MCP</i>	Plans Examiner	9	8	Master Code Professional, Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official	1 - DuPage County
<i>Andrew Bevis, MCP</i>	Plans Examiner	13	7	Master Code Professional, Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official	1 - DuPage County
<i>Nick Weinert, MCP</i>	Plans Examiner	20	1	Master Code Professional, Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official	1 - DuPage County
<i>Bill Hudson, CBO, MCP</i>	Plans Examiner	30+	4	Master Code Professional, Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official	1 - DuPage County

Credentials

We are pleased to present the matrix on the pages that follow, which summarizes the credentials of our team.

Notably, your proposed team **includes seven (7) Master Code Professionals (MCP)**—the highest designation the International Code Council (ICC) offers. We are proud to say that SAFEbuilt currently has 40 professionals company-wide holding the title of MCP, further demonstrating our commitment to recruiting and hiring highly qualified professionals who are at the top of their field.

OVER 125 PLAN REVIEWS FOR
DuPAGE COUNTY IN 2023 SO FAR

200+ YEARS EXPERIENCE COLLECTIVELY
FROM THE ASSIGNED TEAM

NEARLY 50 EMPLOYEES IN ILLINOIS

40 MCPs COMPANY-WIDE

60 CURRENT CLIENTS IN ILLINOIS, PROVIDING:

- PLAN REVIEWS
- BUILDING INSPECTIONS
- CODE ENFORCEMENT
- PERMIT TECHNICIANS
- SOFTWARE
- BUILDING OFFICIALS



Gerald Keys	Keith Rooney	Mark Opels	Vince Cuchetto	Anthony Wesbrook	Dan Witkowski	James Kemper	Jeff Witt	Dave Zalesiak	Don Wilkins	Jacob Doub	Andrew Bevis	Nick Weinert	Bill Hudson
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INTERNATIONAL CODE COUNCIL CERTIFICATIONS

Master Code Professional	✓	✓								✓	✓	✓	✓	✓
Accessibility Inspector/Plans Examiner	✓	✓								✓	✓	✓	✓	✓
Building Code Specialist	✓	✓								✓	✓	✓		
Building Inspector	✓	✓	✓				✓			✓	✓	✓		
Building Plans Examiner	✓	✓								✓	✓	✓	✓	✓
Certified Building Code Official	✓	✓									✓	✓		
Certified Building Official	✓	✓	✓							✓		✓	✓	
Certified Electrical Code Official	✓	✓												
Certified Fire Code Official	✓													
Certified Fire Marshall										✓				
Certified Housing Code Official	✓													
Certified Mechanical Code Official	✓	✓												
Certified Plumbing Code Official	✓													
Combination Inspector	✓	✓								✓	✓		✓	
Combination Plans Examiner	✓	✓									✓			
Commercial Building Inspector	✓	✓	✓				✓				✓	✓	✓	✓
Commercial Combination Inspector	✓	✓								✓	✓	✓		
Commercial Electrical Inspector	✓	✓									✓	✓	✓	✓
Commercial Energy Inspector	✓										✓			✓
Commercial Energy Plans Examiner	✓										✓		✓	✓
Commercial Mechanical Inspector	✓	✓	✓								✓			✓
Commercial Fire Inspector												✓		

	Gerald Keys	Keith Rooney	Mark Opels	Vince Cuchetto	Anthony Wesbrook	Dan Witkowski	James Kemper	Jeff Witt	Dave Zalesiak	Don Wilkins	Jacob Doub	Andrew Bevis	Nick Weinert	Bill Hudson
Commercial Fire Sprinkler Plans Examiner												✓		
Commercial Plumbing Inspector	✓		✓								✓	✓	✓	✓
Disaster Response Inspector	✓													
Electrical Code Specialist	✓	✓								✓	✓			
Electrical Inspector	✓	✓								✓	✓	✓		
Electrical Plans Examiner	✓	✓								✓	✓			
Energy Code Specialist	✓													
Fire Code Specialist	✓									✓	✓			
Fire Inspector I	✓								✓	✓	✓	✓		✓
Fire Inspector II	✓									✓	✓			✓
Fire Plans Examiner	✓									✓	✓	✓		
Fuel Gas Inspector	✓										✓			
Green Building - Residential Examiner	✓													
Housing and Zoning Code Specialist	✓													
IgCC Commercial Inspector	✓													
IgCC Commercial Inspector with ASHRAE 189.1	✓													
IgCC Plans Examiner	✓													
IgCC Plans Examiner with ASHRAE 189.1	✓													
Mechanical Code Specialist	✓	✓									✓	✓		
Mechanical Inspector	✓	✓	✓							✓	✓	✓		
Mechanical Plans Examiner	✓										✓	✓		
Permit Specialist	✓													
Permit Technician	✓													
Plumbing Code Specialist	✓	✓								✓	✓	✓		
Plumbing Inspector	✓	✓								✓	✓	✓		



	Gerald Keys	Keith Rooney	Mark Opels	Vince Cuchetto	Anthony Wesbrook	Dan Witkowski	James Kemper	Jeff Witt	Dave Zalesiak	Don Wilkins	Jacob Doub	Andrew Bevis	Nick Weinert	Bill Hudson
Plumbing Plans Examiner	✓	✓								✓	✓	✓		
Property Maintenance and Housing Inspector	✓		✓	✓	✓						✓	✓	✓	✓
Residential Building Inspector	✓	✓	✓		✓			✓			✓	✓	✓	✓
Residential Combination Inspector	✓	✓	✓								✓	✓		
Residential Electrical Inspector	✓	✓	✓								✓	✓	✓	✓
Residential Energy Inspector/ Plans Examiner	✓	✓	✓							✓	✓	✓	✓	✓
Residential Mechanical Inspector	✓	✓	✓		✓						✓	✓	✓	✓
Residential Plans Examiner			✓									✓		
Residential Plumbing Inspector	✓	✓	✓								✓	✓	✓	
Soils Special Inspector	✓													
Spray Applied Fire Proofing Special Inspector	✓													
Structural Steel and Bolting Special Inspector	✓													
Zoning Inspector	✓													
STATE OF ILLINOIS														
Certified Plumbing Inspector			✓			✓	✓							
Plumbers License			✓			✓	✓							
Housing Inspector					✓									
Illinois Licensed Real Estate Inspector													✓	
Qualified Plan Reviewer and Inspector													✓	
STATE OF ILLINOIS FIRE OFFICE OF STATE FIRE MARSHAL														
Auto Extrication									✓					
Fire and Arson Investigator									✓					
Fire Apparatus Engineer									✓					
Fire Officer One									✓					



	Gerald Keys	Keith Rooney	Mark Opels	Vince Cuchetto	Anthony Wesbrook	Dan Witkowski	James Kemper	Jeff Witt	Dave Zalesiak	Don Wilkins	Jacob Doub	Andrew Bevis	Nick Weinert	Bill Hudson
Fire Prevention Officer									✓					
Firefighter I, II, III									✓					
HAZMAT Responder									✓					
Instructor I, II									✓					
Management I, II									✓					
School Inspector									✓					
Tactics & Strategy									✓					

RÉSUMÉS

Résumés for all staff can be found in the pages that follow.

GERALD KEYS, MCP

**Project Manager
Building Inspector
Plans Examiner**

EDUCATION

University of Maryland
Bachelor of Science in Fire
Sciences

ILLINOIS LICENSES & CERTIFICATIONS

Illinois State Board of Education

Building Code Plan Reviewer
Electrical Code Plan Reviewer
Energy Conservation Code Plan
Reviewer
Fire Code Plan Reviewer
Mechanical Code Plan Reviewer

EXPERIENCE

- **Building Inspector/Plans Examiner**, SAFEbuilt, LLC | 2/2016 – Present
 - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
 - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
 - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
 - Establish and implement building department and company policies and procedures in conjunction with Building Official.
 - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
 - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
 - Assumes the duties and responsibilities of the Building Official when required.
 - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
 - Enter inspection and plan reviews results in appropriate software.
 - Attend jurisdiction board meetings, planning meetings or pre-construction meetings as required or requested.
 - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Combination Plan Review/Inspector** City of Manassas, VA | 6/2014 – 2/2016
- **Code Compliance Manager** Engineering Consulting Services | 9/2011 – 5/2014
- **Code Development Specialist** Department of Consumer and Regulatory Affairs D.C. | 10/2007 – 9/2011
- **Chief Building Inspector** City of DeKalb, IL | 2/2005 – 10/2007
- **Residential Wood Framing Contractor** Stawicki Construction Co., Richton Park, IL | 9/1987 – 12/2005

ICC CERTIFICATIONS

ICC COMMERCIAL CONSTRUCTION

Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official (CBO)

ICC COMMERCIAL CONSTRUCTION (CON'T)

Certified Electrical Code Official
Certified Mechanical Code Official
Certified Plumbing Code Official
Combination Plans Examiner
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Electrical Plans Examiner
Fuel Gas Inspector

Master Code Professional (MCP)

Mechanical Inspector
Mechanical Plans Examiner
Permit Technician
Plumbing Inspector
Plumbing Plans Examiner

ICC ENERGY AND GREEN CONSTRUCTION

Commercial Energy Inspector
Commercial Energy Plans Examiner
Energy Code Specialist
Green Building Residential Examiner
IgCC Commercial Inspector
IgCC Commercial Inspector w/ ASHRAE 189
IgCC Plans Examiner
IgCC Plans Examiner w/ ASHRAE 189

ICC RESIDENTIAL CONSTRUCTION

Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector

ICC SPECIAL INSPECTIONS

Soils Special Inspector
Spray-applied Fireproofing Special Inspector
Structural Steel and Bolting Special Inspector

ICC HOUSING AND CODE ENFORCEMENT

Certified Housing Code Official
Property Maintenance & Housing Inspector
Zoning Inspector

ICC FIRE AND DISASTER RESPONSE

Certified Fire Code Official
Disaster Response Inspector
Fire Inspector I
Fire Inspector II
Fire Plans Examiner

KEITH ROONEY

**Plans Examiner
Building Inspector**

CERTIFICATIONS AND LICENSES

International Code Council

Master Code Professional
Plumbing Plans Examiner
Electrical Plans Examiner
Residential Building Inspector
Building Plans Examiner
Commercial Building Inspector
Residential Electrical Inspector
Mechanical Inspector
Mechanical Plans Examiner
Electrical Code Official
Building Code Official
Residential Mechanical Inspector
Electrical Inspector
Residential Energy Inspector/
Plans Examiner
Building Inspector
Residential Plumbing Inspector
Master Code Professional
Accessibility Inspector/Plans
Examiner
Commercial Plumbing Inspector
Commercial Electrical Inspector
(Mechanical Code Official)
Commercial Mechanical Inspector
Plumbing Inspector
Building Code Specialist
Plumbing Code Specialist
Mechanical Code Specialist
(Electrical Code Specialist)
Residential Combination Inspector
Combination Inspector
Combination Plans Examiner
Commercial Combination Inspector

City of Chicago

Licensed Electrician

WORK EXPERIENCE

- **Building Inspector/Plans Examiner**, SAFEbuilt, LLC | 2018 to Present
 - Inspect businesses for compliance with the International Fire Code as adopted and amended for enforcement by local Municipality/County.
 - Investigate complaints of alleged violations of fire regulations.
 - Inspect new construction projects and existing buildings, as required.
 - Identify and report violations and infractions of laws, ordinances and safety standards.
 - Use construction blueprints to inspect for compliance with codes and safety standards.
 - Prepare detailed records and reports of inspection activities.
 - May develop and/or present fire prevention education programs.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Attend required technical training each year to maintain level of continual education units required to maintain certifications.
 - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites.
- **Building Official**, City of Lockport, IL | 5/2011 to 2018
 - Supervision of department staff
 - Plan review, permit issuance and inspections
 - Code adoption and revisions.
- **Chief Building Official**, Village of Huntley, IL | 5/2005 to 5/2011
 - Supervision of inspection/code enforcement staff
 - Plan review, permit issuance and inspections
- **Building/Electrical Inspector**, Village of Round Lake, IL | 4/2002 to 5/2005
 - Residential and commercial electrical inspections
 - Mechanical, building inspections
 - Plan review, building permit issuance

MARK OPELS

**Building Inspector
Plumbing Inspector
Plumbing Plans
Examiner**

LICENSES AND CERTIFICATIONS

International Code Council

Residential Mechanical Inspector
Residential Electrical Inspector
Residential Building Inspector
Commercial Plumbing Inspector
Residential Plumbing Inspector
Commercial Building Inspector
Commercial Mechanical Inspector
Residential Plans Examiner
Plumbing Inspector
Building Inspector
Mechanical Inspector
Residential Combination Inspector
Certified Building Official
Residential Energy Inspector/
Plans Examiner
Property Maintenance and
Housing Inspector

State of Illinois

Certified Plumbing Inspector
Plumber's License,
#058-102468

PROFESSIONAL AFFILIATIONS

Illinois Plumbing Inspectors
Association-Chapter
International Association
Plumbing & Mechanical Officials

WORK EXPERIENCE

- **Building Inspector/Plumbing Inspector**, SAFEbuilt I 2013 to Present
 - Perform assigned field inspections in accordance with adopted codes.
 - Collaborate with other inspectors to discuss code information and code interpretations to help ensure consistency of inspections.
 - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
 - Document inspection results so that the information is clear, concise, complete, and understandable.
 - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
 - Suggest/recommend procedures to improve operations.
 - Answer code related questions from builders and the general public.
 - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Compensation for attending board and planning meetings after normal work hours is addressed under SAFEbuilt Ambassador Program.
 - Attend scheduled training.
 - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.
- **Plumbing Inspector**, Carpentersville, IL I 2009 to 2013
- **Owner/Operator**, Pipeworks I 1997 to 2013
- **Contract Plumbing Inspector**, Prospect Heights, IL I 1992 to 2013

VINCE CUCHETTO

**Code Enforcement
Officer**

EDUCATION

Eastern Illinois University

Bachelor of Science in Business
Various Microsoft related courses
including NT Administration,
Access 2.0, A+ Certification

LICENSES AND CERTIFICATIONS

International Code Council
Property Maintenance and
Housing Inspector

WORK EXPERIENCE

- **Code Enforcement Officer**, SAFEbuilt, LLC | 11/2018 to Present
- **Code Enforcement Manager (Appointed position by City Manager of Elgin)**, City of Elgin, IL | 5/2009 to 2018
 - Lead, direct and oversee nine direct reports consisting of seven Code Enforcement Officers and two part-time weed inspectors; providing annual reviews, conflict resolution and disciplinary action when warranted
 - Oversee the Rental Licenses
 - Adjudication Administrator; act as prosecutor for ordinance violations
 - Developed relationship with external organizations to providing education and supportive services to Elgin residents
 - Successful management of a 1.6 million annual budget
 - Assisted in the development, training and implementation of Electronic Reporting and Electronic citation system
 - Collaborated with Elgin Police Department for installation of mobile computing system in fleet vehicles
 - Voluntary winterization of Real Estate Owned homes providing services in the prevention of interior damage of unoccupied homes
 - Perform housing occupancy inspections for tenant violations with Code Enforcement Office and translator
 - Read architectural drawings and issue concerns for Development Applications
 - Elgin Police Chief Commendation - November 2010
 - Received Declaration from the Mayor of Elgin for Code Officer Appreciation April 2013
- **Code Enforcement Supervisor**, City of Elgin, IL | 11/2006 to 5/2009
 - Supervised ten Code Enforcement Officers, one paralegal, one Code Tech and the Rental License Coordinator
 - Responsible for the training and direction of new employees; disciplinary action when warranted
 - Performed and participated in citizen presentations bringing awareness and understanding of procedure and process to the community
- **Code Enforcement Officer**, City of Elgin, IL | 1/2006 to 11/2006
 - Commercial and residential Code Enforcement Officer; duties included business occupancy inspections, rental license and property maintenance inspections in the commercial district.
 - Weekend Code Enforcement Officer responding to emergency situations
- **Business Owner**, Cuchetto Home Inspection | 1/2004 to Present
 - Illinois State Licensed Home / Commercial Inspector (450.0001393)
 - Provide Home warranty inspections, pre-listing inspections, home energy Tune Up analysis, safety checks for the elderly and commercial real estate inspections
 - Increased the number of inspections performed from 50 in the first year to 250 per year within the third year of business.

- Generated referrals through building relationships with Realtors, Attorneys and Mortgage Brokers
 - Provided inspection training to Realtors utilizing digital media and on site inspections
- **Vice President - Production Management**, American Litho/Golden Graphics | 12/2002 to 12/2003
 - Supervise print production ensuring accuracy
 - Perform color approvals
 - Generate Billing
 - Provide Customer Service and satisfaction
 - Calculated competitive quotations generating sales and increased revenue
 - Coordination of vendors securing materials for production
 - Secure freight
- **Independent Sales Consultant/Project Manager/Business Owner**, Graphic Alliance, Chetco LTD - Independent Broker | 1979 to 2/2000 to 9/2002
 - Commissioned Sales of Digital Printing, Graphic Design and Digital Photography
 - Business owner specializing in technology and quality
 - Project Manager on all new and existing accounts

ANTHONY WESBROOK

Building Inspector

EDUCATION

Keller Graduate School of
Management, Master of Science
in Project Management,
October 2013

DeVry University, Bachelor
of Science in Network and
Communications Management,
June 2008

LICENSES AND CERTIFICATIONS

International Code Council
Residential Building Inspector
Residential Mechanical Inspector
Property Maintenance and
Housing Inspector

State of Illinois
Home Inspector, #450010855

WORK EXPERIENCE

- **Building Inspector/Plans Examiner**, SAFEbuilt, 2/2018 to Present
 - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations.
 - Identify and report violations and infractions of laws, ordinances and safety standards.
 - Prepare detailed records and reports of inspection activities.
 - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
 - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office and retain these services.
 - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Attend required technical training each year to maintain level of continual education units required to maintain certifications.
- **Building Inspector**, B & F Construction Code Services, Inc – Elgin, IL, 2/2017 to 2/2018
 - Responsible for inspecting residential and commercial buildings such as footings, foundations, structural, energy, electrical and mechanical components. Examines structures to ensure structures have been built to plans with compliance of building codes and ordinances.
- **State Licensed Home Inspector – Owner Operator**, Inspect Pros – Oak Brook, IL, 9/2012 to Present
 - Inspect single and multi-family dwellings, including rental properties, to educate clients with basic building standards that included proper building practices, areas that require extensive repairs, general maintenance issues, and fire and safety concerns
- **Project Manager**, R3 Restoration, Blue Island, IL, 2/2005 to 10/2012
 - Project manager for a general contracting firm that offers a number of services including residential and commercial carpentry, flat concrete work, roofing, and residential remodeling.
 - Directed the efficient development of foundations, structural concrete, seawalls, and structural rebuilds.
 - Effectively managed and strengthened relationships with clients, architects, engineers, building officials, and bank representatives.
 - Supervised and motivated teams of up to 5 in-house employees and various subcontractors.
 - Oversaw daily operations, sub-contractor arrangements, quality control, job site coordination, and client meetings. Managed payroll, budgeting, and job safety.
 - Developed design and rebuild drawings and obtained permits. Read and laid out and blueprints, produced cost/price estimates, and ordered materials.

DAN WITKOWSKI

Building Inspector
Plumbing Inspector

EDUCATION

**Technical Secondary School
of Building Engineering**
Plumbing Trade Diploma

LICENSES AND CERTIFICATIONS

State of Illinois
Certified Plumbing Inspector
Plumber's License
#058-143421

WORK EXPERIENCE

- **Plumbing Inspector/Combination Inspector**, SAFEbuilt, LLC | 10/2019 to Present
 - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations.
 - Review plans and construction documents submitted with permit applications, record findings and recommend changes needed to comply with plumbing and building code provisions.
 - Conduct field inspections on new construction, renovations, additions, repairs and installation of plumbing systems, including inspections of water and sewer services, backfill, and verification of absence of cross connections as well as concrete prepours, foundations, insulation, fire blocking,
 - HVAC, and Demolition/New Construction site inspections.
 - Explain and interpret municipal code requirements, identify materials and installation methods that are not in compliance with local code, explain the code violations to contractors and building owners and recommend changes needed for compliance with code.
 - Ensure projects inspected are performed in compliance with permits and work is completed by a properly licensed contractor.
 - Complete inspection reports, investigate and document complaints, prepare notices, orders and correspondence in order to convey inspection results, decisions and actions.
 - Maintain an electronic record of inspections, findings and detailed notes utilizing computerized database.
 - Safely operate and conduct routine maintenance of vehicles and equipment.
- **Plumbing Inspector**, Licensed Plumber/Proprietor, Elite Plumbing, Inc. - Chicago, IL | 10/1996 to 10/2019
 - Possesses extensive experience in installation, repair, planning, inspecting and servicing of plumbing systems in commercial, residential and mixed-use buildings in various stages of constructions.
 - Conduct plan reviews, draft changes and communicate findings to appropriate parties.
 - Report non-compliant plumbing systems to contractors and building owners.
 - Understand prints and manufacturer specifications of materials and apparatus.
 - Oversight of operations and personnel, including job scheduling and fleet management.
 - Conduct onsite meetings at various projects with trades, architects and homeowners.
 - File paperwork with city, state, and local municipalities in order to obtain building permits.
 - Interpret Plumbing Code to adhere to municipal amendments and provide solutions and guidance to meet code compliance.
 - Read and interpret contracts, engineering notes and architectural drawings.

- Prepare bids, estimates, handle accounts receivable and payable.
- Attend education classes, seminars and trade conferences in order to maintain licenses and stay up to date with industry trends and regulations.
- Generated referrals through building relationships with Realtors, Attorneys and Mortgage Brokers
- Provided inspection training to Realtors utilizing digital media and on site inspections

JAMES KEMPER

Building Inspector
Plumbing Inspector

EDUCATION

United States Army Field Artillery
School, Ft. Sill, OK - Field Artillery
Meteorology Diploma - MOS
0847

U.S. Military on the Job Training,
Camp Lejeune, NC - Fire
Directory Control Man (FDC) -
MOS 0844

Plumbers Joint Apprenticeship
Committee, Chicago, IL -
Plumbers Apprentice School
United States Department of
Labor - Certificate of Completion

LICENSES AND CERTIFICATIONS

State of Illinois
Certified Plumbing Inspector
Plumber's License
#058-197312

City of Chicago
Journeyman Plumber

PROFESSIONAL AFFILIATIONS

American Legion - 1996 - Present

Knights of Columbus - 2007 -
Present - Grand Knight - June
2008 - 2009 and June 2009 - 2010
- Trustee - June 2010 - Present

WORK EXPERIENCE

- **Building Inspector/Plumbing Inspector**, SAFEbuilt, December 2013 to Present
 - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations.
 - Review plans and construction documents submitted with permit applications, record findings and recommend changes needed to comply with plumbing and building code provisions.
 - Conduct field inspections on new construction, renovations, additions, repairs and installation of plumbing systems, including inspections of water and sewer services, backfill, and verification of absence of cross connections as well as concrete prepours, foundations, insulation, fire blocking,
 - HVAC, and Demolition/New Construction site inspections.
 - Explain and interpret municipal code requirements, identify materials and installation methods that are not in compliance with local code, explain the code violations to contractors and building owners and recommend changes needed for compliance with code.
 - Ensure projects inspected are performed in compliance with permits and work is completed by a properly licensed contractor.
 - Complete inspection reports, investigate and document complaints, prepare notices, orders and correspondence in order to convey inspection results, decisions and actions.
 - Maintain an electronic record of inspections, findings and detailed notes utilizing computerized database.
 - Safely operate and conduct routine maintenance of vehicles and equipment.
- **Plumbing Inspector**, TPI Building Code Consultants - St. Charles, IL, October 2011 to November 2013
- **Trustee**, Village of Hanover Park, IL, May 2011 to Present
- **North West Joint Action Water Association Board of Directors / Alternate**, Village of Hanover Park, IL, May 2011 to Present
- **Independent Business Agent**, Primerica Financial Services, Elk Grove, IL, April 2009 to Present
 - Life Insurance/Financial Services
- **Journeyman Plumber**, Corporate Plumbing Inc. - Wauconda, IL, May 2008
 - Plumbing installation, production positioning and design
- **Journeyman Plumber/Foreman**, Werner, Nugent Plumbing Company - Posen, IL, July 2007 to January 2008
 - Supervisory management, plumbing installation and repair, product positioning and design

- **Journeyman Plumber/Foreman**, AM Mechanical Inc. - Chicago, IL, May 2006 to March 2007
 - Supervisory management, plumbing installation and repair, product positioning and design
- **Journeyman Plumber**, Epic Plumbing and Mechanical - Palatine, IL
 - Plumbing installation and repair, product positioning and design
- **Journeyman Plumber**, Bruno Francis Plumbing Company - Chicago, IL, April 2004 to May 2004
 - Plumbing installation and repair, product positioning and design
- **Journeyman Plumber/Foreman**, Wheeling Plumbing Company Wheeling, IL, October 1998 to February 2004
 - Supervisory management, plumbing installation and repair, product positioning and design.

JEFFREY A. WITT

Building Inspector

EDUCATION

Joliet Junior College

Associates Degree, Applied
Science Supervision

Blackhawk Community College

CERTIFICATIONS

International Code Council

Commercial Building Inspector
Building Inspector
Residential Building Inspector

WORK EXPERIENCE

- **Combination Inspector**, SAFEbuilt, LLC | 10/2019 to Present
 - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations..
 - Identify and report violations and infractions of laws, ordinances and safety standards.
 - Prepare detailed records and reports of inspection activities.
 - May develop and/or present fire prevention education programs.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Attend required technical training each year to maintain level of continual education units required to maintain certifications.
 - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites.
- **Owner**, Carpenter Associates, Plainfield, IL, 1992 to Present
 - General Contractor Carpenter Contractor
 - Involved in multiple types of residential and commercial projects
 - Responsible for all procedures and tasks of operating a construction company
 - Oversaw permit process
 - Supervised inspections
 - Reviewed plot and print plans for code requirements
- **General Manager**, Glenmark Builders Inc., Willowbrook, IL 1986 to 1992
 - In-charge of bidding, hiring and allocating personnel
 - Completed scheduling and procurement of supplies and equipment
 - Organized and led safety and foreman meetings
 - Responsible for company growth; 7 to 65 employees producing 200+ housing units per year
- **Carpenter**, Frank Witt Construction, East Moline, IL, post college to 1986
 - General Contractor and Carpenter Contractor
 - Custom housing and carpentry subcontracting of residential and commercial projects

DAVID ZALESIAK

Fire Inspector

EDUCATION

Benedictine College
A.S., Business Administration

LICENSES & CERTIFICATIONS

International Code Council (ICC)
Fire Inspector I

State of Illinois Office of State Fire Marshal

Auto Extrication
Fire and Arson Investigator
Fire Apparatus Engineer
Fire Officer One
Fire Prevention Officer
Firefighter I, II, III
HAZMAT Responder
Instructor I, II
Management I, II
School Inspector
Tactics & Strategy I

PROFESSIONAL AFFILIATIONS

Illinois Society of Fire Service
Instructors

Mr. Zalesiak is a fire marshal with many years of diversified experience in problem identification and resolution, communication, and the development of relationships with people of all ages. Fire duties include fire code enforcement and the investigation of fires to determine cause. As for non-fire skills, a professional manager with a track record for building successful teams and developing people through teaching and patience. Recognized for creating well organized and maintained operations and for building relationships with people. Also respected by those reporting to him for setting standards of performance, rewarding good performers, being fair, while creating a fun, pleasant, and energetic working environment.

EXPERIENCE

- **Fire Inspector** SAFEbuilt Illinois, LLC | 2019 – Present
- **Fire Marshal** Westmont Fire Department; Westmont, IL | 2018 – 2019
 - Responsible for inspections and enforcing building codes of buildings in the village, and education of the public.
 - Investigate structure fires after a fire has been extinguished.
- **Fire Marshal/Fire Investigator/Inspector Code-Enforcement** Tri-State Fire Protection District | 1996 – 2018
 - Responsible for inspections and enforcing building codes of buildings in the district, construction plan examination, and education of the public.
 - In charge of the fire scene after a fire has been extinguished. Then responsible for each fire scene, creating detailed reports, supervising as many as 25 people on the scene, and handling media.
- **Firefighter, EMT, & Public Education Officer** Westmont Fire Department; Westmont, IL | 1992 – 1995
 - Responded to fire related emergency calls and vehicle accidents, and also taught safety to business, school children, and homeowners.
- **Lieutenant, Firefighter, EMT, & Public Education Officer** Clarendon Heights/Tri-State Fire District; Clarendon, IL | 1990 – 1996
 - Supervised firefighters, responded to fire related emergency calls, vehicle accidents, and taught fire safety to businesses, school children, and homeowners.
 - Designed and managed all special events such as fundraisers and campaigns.

DON WILKINS

Plans Examiner

CERTIFICATIONS

International Code Council

Master Code Professional

Accessibility Inspector/Plans

Examiner

Building Code Specialist

Building Inspector

Building Plans Examiner

Certified Building Official

Certified Fire Marshal

Combination Inspector

Combination Inspector - Legacy

Commercial Combination

Inspector

Electrical Code Specialist

Electrical Inspector

Electrical Plans Examiner

Fire Code Specialist

Fire Inspector I

Fire Inspector II

Fire Plans Examiner

Mechanical Inspector

Mechanical Inspector UMC

Plumbing Code Specialist

Plumbing Inspector

Plumbing Inspector UPC

Plumbing Plans Examiner

Residential Energy Inspector/

Plans Examiner

International Association of Electrical Inspectors

One & Two Family Dwelling

General Electrical Inspector

Electrical Plan Review

National Fire Protection Association

Certified Fire Inspector I, II, III

Certified Plans Examiner I, II

Mr. Wilkins has 24 years of experience in Plan Review and Inspections. His experience includes providing services as Building Inspector and Plans Examiner for three Nevada communities over the course of 10 years. He was also a Chief of the Fire Protection Engineering Bureau in Carson City, Nevada. In Georgia, he was formerly the Building Official of Peachtree Corners prior to joining SAFEbuilt in 2015.

EXPERIENCE

- **National Plan Review Regional Manager/Chief Building Official/Fire Marshal/Fire Plans Examiner** SAFEbuilt, LLC | 2015 – Present
 - Assigned to the National Plan Review team within SAFEbuilt, which reviews projects for clients in multiple states and municipalities.
 - Perform plan reviews for projects from one- and two- family dwellings to high rise construction to determine compliance with adopted codes, amendments, state laws, and/or local ordinances.
 - Manage plan review teams for large projects.
 - Manage client relationships with municipalities and individual clients for third-party plan reviews.
 - Assist with SAFEbuilt's Internal Quality Control program, performing peer-to-peer audits of other Building and Fire Plans Examiners.
- **Building Official** Charles Abbott Associates; Atlanta, GA | 2015
- **Building Official** City of Peachtree Corners, GA | 2014 – 2015
- **Chief** Fire Protection Engineering Bureau, Nevada State Fire Marshal Division; Carson City, NV | 2011 – 2014
- **Plans Examiner III** Carson City Building Division; Carson City, NV | 2006 – 2010
- **Building Inspector/Plans Examiner** Douglas County Building Division; Minden, NV | 2001 – 2006
- **Building Inspector III** Humboldt County Building Department; Winnemucca, NV | 1999 – 2001

ANDREW BEVIS

Plans Examiner

EDUCATION

Southern Illinois University

Bachelor of Science in
Architectural Studies

ICC CERTIFICATIONS

Master Code Professional

Accessibility Inspector/Plans
Examiner

Building Code Specialist

Building Inspector

Building Plans Examiner

Certified Building Official

Combination Inspector

Commercial Building Inspector

Commercial Combination Inspector

Commercial Electrical Inspector

Commercial Fire Sprinkler

Inspector

Commercial Fire Sprinkler Plans

Examiner

Commercial Mechanical Inspector

Commercial Plumbing Inspector

Electrical Inspector

Fire Inspector I

Fire Plans Examiner

ICC/AACE Property Maintenance

and Housing Inspector

Mechanical Code Specialist

Mechanical Inspector

Mechanical Plans Examiner

Plumbing Code Specialist

Plumbing Inspector

Plumbing Plans Examiner

Residential Building Inspector

Residential Combination Inspector

Residential Electrical Inspector

Residential Energy Inspector/Plans

Examiner

Residential Fire Sprinkler

Inspector/Plans Examiner

Residential Mechanical Inspector

Residential Plans Examiner

Residential Plumbing Inspector

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2016 – Present
 - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical). Identify and address areas of plan non-compliance.
 - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
 - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
 - Establish and implement building department and company policies and procedures in conjunction with Building Official.
 - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
 - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
 - Assumes the duties and responsibilities of the Building Official when required.
 - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
 - Enter inspection and plan reviews results in appropriate software.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Building Inspector** City of Mt. Vernon; Mt. Vernon, IL | 2013 – 2016
 - Inspected non-owner occupied dwellings to determine compliance with the City's non-owner occupied housing code.
 - Maintained records related to the City's non-owner occupied housing code including scheduling of inspections and tracking corrective action orders and occupancy certificates.
 - Inspected building under construction, alteration or repair for compliance with the building, heating, plumbing, electrical and zoning codes requirements; coordinates inspection activities with appropriate City departments.
 - Reviewed and approves plans for commercial, industrial, and residential building and remodeling projects; issues proper permits and zoning approval once code requirements have been satisfied.
- **Inspector** FEMA, USA per diem; New York, NY | 2012 – 2013
- **Drafter** Contempri Homes; Pickneyville, IL | 2010 – 2011

JACOB DOUB

Plans Examiner

ICC CERTIFICATIONS

Master Code Professional

Accessibility Inspector/Plans Examiner
Building Code Specialist
Building Inspector
Building Plans Examiner
Certified Building Official
Certified Fire Marshal
Coastal and Floodplain Construction Inspector
Combination Inspector
Combination Plans Examiner
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Energy Inspector
Commercial Energy Plans Examiner
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Code Specialist
Electrical Inspector
Electrical Plans Examiner
Fire Code Specialist
Fire Inspector I
Fire Inspector II
Fire Plans Examiner
Fuel Gas Inspector
Mechanical Code Specialist
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Code Specialist
Plumbing Inspector
Plumbing Plans Examiner
Property Maintenance and Housing Inspector
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Fire Sprinkler Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector

EDUCATION

Academy of Art University

Bachelor of Architecture

EXPERIENCE

- **Plans Examiner** SAFEbuilt I 2015 – Present
 - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
 - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
 - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
 - Establish and implement building department and company policies and procedures in conjunction with Building Official.
 - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
 - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
 - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Building Official/Floodplain Manager/Harbour Master** Town of Ocean City, MD I 6/2019 – Present
 - Perform administrative, supervisory, code enforcement, and building inspection duties necessary to manage the building, housing, plumbing, electrical, mechanical, and waterway activity plan review, permit and inspection functions for the Building Inspection Division.
 - Supervise 6 to 8 technical and administrative staff as required to enforce the Town of Ocean City Codes including application, plan review and approval activities, permitting, field inspection activities, and code enforcement.
- **Owner/Designer, Southern Pine Design** Salisbury, MD I 2015 – Present
- **Deputy Building Official/Fire Official/Floodplain Manager** Town of Kiawah Island, SC I 4/2015 – 6/2019
- **Building Official** Limerick Township, PA I 2014 – 2015
- **Building Official/Plan Review Department Supervisor** Middle Department Inspection Agency, Inc.; Wexford, PA I 2014 – 2015

NICK WEINERT, MCP

**Combination Inspector/
Plans Examiner**

EDUCATION

FEMA ICS 100
FEMA ICS 200
FEMA ICS 300
FEMA ICS 400
FEMA L278 NFIP
FEMA E0273

LICENSES & CERTIFICATIONS

International Code Council

Master Code Professional
Certified Building Official
Accessibility Inspector/Plans Examiner
Property Maintenance & Housing
Inspector
Building Plans Examiner
Residential Plans Examiner
Combination Inspector
Commercial Building Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Residential Building Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
Commercial Energy Inspector
Commercial Energy Plans Examiner
Residential Energy Inspector / Plans
Examiner

State of Illinois

Department of Health Food
Sanitation #1914557
Board of Education Qualified Plan
Reviewer and Inspector
Licensed Real Estate Inspector
#450.000014

Mr. Weinert is a Combination Inspector/Plans Examiner who has supervised or managed personnel for over 25 years. He has been involved with the building trades at a national level for over 30 years.

EXPERIENCE

- **Building Official** SAFEbuilt, LLC | 2022 – Present
 - Suggest/recommend procedures and processes to improve operations.
 - Be available, responsive, knowledgeable, and cordial to customer and client requests for information.
 - Answer code related questions from builders and the general public.
- **Building Superintendent** Village of Midlothian | 2018 – Present
 - Responsible for all facets of Building Department operations.
 - Create and implement Village Ordinances, Building Department forms, policies and procedures.
 - Perform plan reviews, inspections and code enforcement, business licensing and rental property registration programs, department budgeting, adjudications and other duties as required.
- **Building Inspector II** HR Green | 2016 – 2018
 - Perform residential, commercial and industrial properties plan reviews and inspections for various municipalities in the greater Chicago area as assigned by HR Green.
 - Primary daily responsibilities are for the Village of New Lenox.
- **Building Commissioner** Village of Westmont | 2015 – 2016
- **Director of Building Standards** Village of Bradley | 2013 – 2014
- **Building Commissioner** Village of Calumet Park | 2006 – 2013
- **Building Inspector | 2002 – 2006**
 - Illinois Licensed Home Inspector performing over 50 types of residential and commercial building inspections for real estate transactions in the greater Chicago area.
 - Inspections often include radon testing and mold sampling.
- **Medical Field Service | 1980 – 2002**
 - Field Service Engineer maintaining CT and MRI Systems.
 - Promoted to Chicago Area Supervisor in 1983 and again to Chicago Service Manager in 1995.
 - Manage 25 engineers in a multi-state area and involved nationally in site design, construction, system installations, maintenance and personnel training while maintaining outstanding customer satisfaction.
- **United States Navy** Submarine Servicer 1974 – 1980
 - Honorably Discharged Intercontinental Ballistic Missile Fire Control Technician.

PROFESSIONAL MEMBERSHIPS

- International Code Council #800318
- South Suburban Building Officials Association

BILL HUDSON, CBO, MCP

Plans Examiner &
Building Official

EDUCATION

Ashbury College in Wilmore, KY

BA in Biblical Studies with a minor
in Chemistry

Trinity International University;
Deerfield, IL

Graduate Studies in Counseling/
Psychology

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

Illinois Association of Code
Enforcement

Suburban Building Officials
Conference

International Code Council
Safety Advocates for Tents &
Special Events (SAFTSE)

Bill Hudson, CBO, MCP, currently supports several communities in Florida with Building Official and Project Management services. As one of approximately 800 certified Master Code Professionals worldwide, he has a broad base of experience, including Facilities Manager, General Contractor, Inspector, Plan Reviewer, Building Official, Code Instructor, and Author. In addition to his regular duties, which involve the day-to-day application of the codes, he has had the privilege of working with the International Code Council as a Subject Matter Expert, Technical Reviewer, Author, and Instructor.

As an instructor, he typically teaches between 10 and 15 classes per year and has had the opportunity to teach both in the United States and internationally. In addition to training activities, Mr. Hudson has served as President, Vice President (Training), and Executive Board Member of the Suburban Building Officials Conference (SBOC) and currently serves on four Underwriters Laboratories Standards Technical Panels.

EXPERIENCE

- **Building Official/Project Manager** Calvin, Giordano & Associates, Inc. | 2019 – Present
 - Applies knowledge of building codes, policies, and procedures to the day-to-day functions of the building department.
 - Serves as the primary liaison with our clients in this area and is responsible for ensuring that we deliver the highest level of customer service.
 - Attends department and community meetings as required by the client.
 - Performs some plan reviews, both commercial and residential, in all trades.
 - Performs inspection support as needed.
 - Supervises building department staff.
- **Building Official** Village of Oak Brook, IL | 2008 – 2019
 - Managed and supervised the building division for his entire tenure and served as Fire Marshal for six years.
- **Building Official** City of Countryside, IL | 2006 – 2008
 - Administered Building, Zoning, and Property Standards for the City.
- **Chief Property Inspector** Village of Oak Park, IL | 2002 – 2006
 - Supervised the Property Inspection Division of the Village of Oak Park.
 - Supervised Property Standards staff.
 - Supervised and conducted all HQS inspections under the 2003 International Property Maintenance Code.
 - Performed housing rehabilitation pre-construction inspections; plan review for permit applications; field inspections of projects under permit.
 - Developed and implemented departmental emergency/disaster plan.

LICENSES AND CERTIFICATIONS

Keith Rooney	Grayslake	IL	Plumbing Plans Examiner (expires 07/14/2024) Certified Building Official (expires 07/14/2024) Electrical Plans Examiner (expires 07/14/2024) Residential Building Inspector (expires 07/14/2024) Building Plans Examiner (expires 07/14/2024) Commercial Building Inspector (expires 07/14/2024) Residential Electrical Inspector (expires 07/14/2024) Mechanical Inspector (expires 07/14/2024) Mechanical Plans Examiner (expires 07/14/2024) Certified Electrical Code Official (expires 07/14/2024) Certified Building Code Official (expires 07/14/2024) Residential Mechanical Inspector (expires 07/14/2024) Electrical Inspector (expires 07/14/2024) Residential Energy Inspector/Plans Examiner (expires 07/14/2024) Building Inspector (expires 07/14/2024) Residential Plumbing Inspector (expires 07/14/2024) Master Code Professional (expires 07/14/2024) Accessibility Inspector/Plans Examiner (expires 07/14/2024) Commercial Plumbing Inspector (expires 07/14/2024) Commercial Electrical Inspector (expires 07/14/2024) Certified Mechanical Code Official (expires 07/14/2024) Commercial Mechanical Inspector (expires 07/14/2024) Plumbing Inspector (expires 07/14/2024) Building Code Specialist (expires 07/14/2024) Plumbing Code Specialist (expires 07/14/2024) Mechanical Code Specialist (expires 07/14/2024) Electrical Code Specialist (expires 07/14/2024) Residential Combination Inspector (expires 07/14/2024) Combination Inspector (expires 07/14/2024) Combination Plans Examiner (expires 07/14/2024) Commercial Combination Inspector (expires 07/14/2024)
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Gerald Keys	Grayslake	IL	Certified Plumbing Code Official (expires 07/14/2024) Accessibility Inspector/Plans Examiner (expires 07/14/2024) Commercial Plumbing Inspector (expires 07/14/2024) Residential Combination Inspector (expires 07/14/2024) Combination Plans Examiner (expires 07/14/2024) Certified Housing Code Official (expires 07/14/2024) Structural Steel and Bolting Special Inspector (expires 07/14/2024) Soils Special Inspector (expires 07/14/2024) Electrical Plans Examiner (expires 07/14/2024) Certified Building Code Official (expires 07/14/2024) Residential Electrical Inspector (expires 07/14/2024) Mechanical Inspector (expires 07/14/2024) Certified Building Official (expires 07/14/2024) Residential Mechanical Inspector (expires 07/14/2024) Certified Fire Code Official (expires 07/14/2024) Permit Technician (expires 07/14/2024) Plumbing Plans Examiner (expires 07/14/2024) Commercial Mechanical Inspector (expires 07/14/2024) Electrical Inspector (expires 07/14/2024) Residential Energy Inspector/Plans Examiner (expires 07/14/2024) Energy Code Specialist (expires 07/14/2024) Fire Plans Examiner (expires 07/14/2024) Disaster Response Inspector (expires 07/14/2024) IgCC Plans Examiner (expires 07/14/2024)	Property Maintenance and Housing Inspector (expires 07/14/2024) Green Building - Residential Examiner (expires 07/14/2024) Mechanical Plans Examiner (expires 07/14/2024) Building Plans Examiner (expires 07/14/2024) Fire Inspector I (expires 07/14/2024) Certified Mechanical Code Official (expires 07/14/2024) Master Code Professional (expires 07/14/2024) Residential Plumbing Inspector (expires 07/14/2024) Building Inspector (expires 07/14/2024) Commercial Building Inspector (expires 07/14/2024) Spray Applied Fire Proofing Special Inspector (expires 07/14/2024) Residential Building Inspector (expires 07/14/2024) Certified Electrical Code Official (expires 07/14/2024) IgCC Commercial Inspector (expires 07/14/2024) IgCC Commercial Inspector with ASHRAE 189.1 (expires 07/14/2024) Combination Inspector (expires 07/14/2024) Commercial Energy Plans Examiner (expires 07/14/2024) Fire Inspector II (expires 07/14/2024) Commercial Electrical Inspector (expires 07/14/2024) IgCC Plans Examiner with ASHRAE 189.1 (expires 07/14/2024) Zoning Inspector (expires 07/14/2024) Commercial Energy Inspector (expires 07/14/2024) Commercial Combination Inspector (expires 07/14/2024) Fuel Gas Inspector (expires 07/14/2024) Plumbing Inspector (expires 07/14/2024) Permit Specialist (expires 07/14/2024) Building Code Specialist (expires 07/14/2024) Plumbing Code Specialist (expires 07/14/2024) Electrical Code Specialist (expires 07/14/2024) Mechanical Code Specialist (expires 07/14/2024) Fire Code Specialist (expires 07/14/2024) Housing and Zoning Code Specialist (expires 07/14/2024)
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Certified under this name	City	State	Certificates
Mark Opels	McHenry	IL	Residential Mechanical Inspector (expires 05/02/2028) Residential Electrical Inspector (expires 05/02/2028) Residential Building Inspector (expires 05/02/2028) Commercial Plumbing Inspector (expires 05/02/2028) Residential Plumbing Inspector (expires 05/02/2028) Commercial Building Inspector (expires 05/02/2028) Commercial Mechanical Inspector (expires 05/02/2028) Residential Plans Examiner (expires 05/02/2028) Plumbing Inspector (expires 05/02/2028) Building Inspector (expires 05/02/2028) Mechanical Inspector (expires 05/02/2028) Residential Combination Inspector (expires 05/02/2028) Certified Building Official (expires 05/02/2028) Residential Energy Inspector/Plans Examiner (expires 05/02/2028) Property Maintenance and Housing Inspector (expires 05/02/2028)



Plumber License Search Results

Name	Mark Opels	License Number	058-102468
Address		License Type	Illinois Plumber - Certified Plumbing Inspector
Phone		License Status	Active
Employer	Certified Plumbing Inspector	Renewal Date	04/30/2024
		Licensed Since	06/09/1980
		CE	6

Anthony Wesbrook	Maywood	IL	Residential Building Inspector (expires 08/28/2024) Residential Mechanical Inspector (expires 08/28/2024) Property Maintenance and Housing Inspector (expires 08/28/2024)
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Jeffrey Witt	Plainfield	IL	Commercial Building Inspector (expires 01/30/2026) Building Inspector (expires 01/30/2026) Residential Building Inspector (expires 01/30/2026)
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Plumber License Search Results

Name	BOGDAN WITKOWSKI	License Number	058-143421
Address		License Type	Illinois Plumber - Certified Plumbing Inspector
Phone		License Status	Active
Employer	Certified Plumbing Inspector	Renewal Date	04/30/2024
		Licensed Since	07/25/1996
		CE	6



Plumber License Search Results

Name	JAMES M KEMPER	License Number	058-197312
Address		License Type	Illinois Plumber - Certified Plumbing Inspector
Phone		License Status	Active
Employer	Certified Plumbing Inspector	Renewal Date	04/30/2024
		Licensed Since	02/11/2015
		CE	6

Donald Wilkins	Alpharetta	GA	Combination Inspector - Legacy (expires 07/14/2027)
			Commercial Combination Inspector (expires 07/14/2027)
			Fire Code Specialist (expires 07/14/2027)
			Electrical Code Specialist (expires 07/14/2027)
			Plumbing Code Specialist (expires 07/14/2027)
			Building Code Specialist (expires 07/14/2027)
			Plumbing Inspector (expires 07/14/2027)
			Combination Inspector (expires 07/14/2027)
			Plumbing Inspector UPC (expires 07/14/2027)
			Building Plans Examiner (expires 07/14/2027)
			Plumbing Plans Examiner (expires 07/14/2027)
			Accessibility Inspector/Plans Examiner (expires 07/14/2027)
			Electrical Plans Examiner (expires 07/14/2027)
			Certified Fire Marshal (expires 07/14/2027)
			Fire Inspector I (expires 07/14/2027)
			Certified Building Official (expires 07/14/2027)
			Fire Inspector II (expires 07/14/2027)
			Building Inspector (expires 07/14/2027)
			Mechanical Inspector UMC (expires 07/14/2027)
			Fire Plans Examiner (expires 07/14/2027)
			Electrical Inspector (expires 07/14/2027)
			Master Code Professional (expires 07/14/2027)
			Mechanical Inspector (expires 07/14/2027)
			Residential Energy Inspector/Plans Examiner (expires 07/14/2027)

Andrew Bevis	Mount Vernon	IL	Commercial Combination Inspector (expires 12/17/2024)
			Commercial Plumbing Inspector (expires 12/17/2024)
			Fire Plans Examiner (expires 12/17/2024)
			Commercial Building Inspector (expires 12/17/2024)
			Certified Building Official (expires 12/17/2024)
			Residential Combination Inspector (expires 12/17/2024)
			Residential Building Inspector (expires 12/17/2024)
			Commercial Electrical Inspector (expires 12/17/2024)
			Residential Plumbing Inspector (expires 12/17/2024)
			Residential Energy Inspector/Plans Examiner (expires 12/17/2024)
			Mechanical Plans Examiner (expires 09/10/2026)
			Residential Mechanical Inspector (expires 12/17/2024)
			Combination Inspector (expires 12/17/2024)
			Commercial Mechanical Inspector (expires 12/17/2024)
			Building Plans Examiner (expires 09/10/2026)
			Master Code Professional (expires 09/10/2026)
			Residential Electrical Inspector (expires 12/17/2024)
			Residential Plans Examiner (expires 12/17/2024)
			Accessibility Inspector/Plans Examiner (expires 09/10/2026)
			Plumbing Plans Examiner (expires 09/10/2026)
			Property Maintenance and Housing Inspector (expires 12/17/2024)
			Building Inspector (expires 12/17/2024)
			Mechanical Inspector (expires 12/17/2024)
			Electrical Inspector (expires 12/17/2024)
			Plumbing Inspector (expires 12/17/2024)
			Building Code Specialist (expires 12/17/2024)
			Plumbing Code Specialist (expires 12/17/2024)
			Mechanical Code Specialist (expires 12/17/2024)
			Fire Inspector I (expires 12/17/2024)
			Residential Fire Sprinkler Inspector/Plans Examiner (expires 09/10/2026)
			Commercial Fire Sprinkler Inspector (expires 01/27/2024)
			Commercial Fire Sprinkler Plans Examiner (expires 01/27/2024)

Nicholas Weinert	New Lenox	IL	Commercial Mechanical Inspector (expires 05/12/2024) Commercial Plumbing Inspector (expires 05/12/2024) Commercial Energy Plans Examiner (expires 05/12/2024) Mechanical Inspector (expires 05/12/2024) Electrical Inspector (expires 05/12/2024) Property Maintenance and Housing Inspector (expires 05/12/2024) Certified Building Official (expires 05/12/2024) Accessibility Inspector/Plans Examiner (expires 05/12/2024) Residential Building Inspector (expires 05/12/2024) Commercial Building Inspector (expires 05/12/2024) Combination Inspector (expires 05/12/2024) Master Code Professional (expires 05/12/2024) Residential Combination Inspector (expires 05/12/2024) Residential Plumbing Inspector (expires 05/12/2024) Building Inspector (expires 05/12/2024) Residential Energy Inspector/Plans Examiner (expires 05/12/2024) Residential Electrical Inspector (expires 05/12/2024) Commercial Combination Inspector (expires 05/12/2024) Building Plans Examiner (expires 05/12/2024) Residential Plans Examiner (expires 05/12/2024) Residential Mechanical Inspector (expires 05/12/2024) Commercial Electrical Inspector (expires 05/12/2024) Plumbing Inspector (expires 05/12/2024) Commercial Energy Inspector (expires 05/12/2024) Building Code Specialist (expires 05/12/2024)
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Jacob Doub	Salisbury	MD	Residential Mechanical Inspector (expires 05/05/2024) Residential Fire Sprinkler Inspector/Plans Examiner (expires 05/05/2024) Building Plans Examiner (expires 05/05/2024) Fire Plans Examiner (expires 05/05/2024) Commercial Energy Plans Examiner (expires 05/05/2024) Residential Electrical Inspector (expires 05/05/2024) Fire Inspector I (expires 05/05/2024) Commercial Mechanical Inspector (expires 05/05/2024) Commercial Electrical Inspector (expires 05/05/2024) Property Maintenance and Housing Inspector (expires 05/05/2024) Certified Building Official (expires 05/05/2024) Coastal and Floodplain Construction Inspector (expires 05/05/2024) Plumbing Plans Examiner (expires 05/05/2024) Commercial Energy Inspector (expires 05/05/2024) Accessibility Inspector/Plans Examiner (expires 05/05/2024) Residential Energy Inspector/Plans Examiner (expires 05/05/2024) Mechanical Plans Examiner (expires 05/05/2024) Electrical Plans Examiner (expires 05/05/2024) Master Code Professional (expires 05/05/2024) Residential Building Inspector (expires 05/05/2024) Commercial Building Inspector (expires 05/05/2024) Combination Inspector (expires 05/05/2024) Commercial Plumbing Inspector (expires 05/05/2024) Residential Plumbing Inspector (expires 05/05/2024) Fire Inspector II (expires 05/05/2024) Building Inspector (expires 05/05/2024) Mechanical Inspector (expires 05/05/2024) Electrical Inspector (expires 05/05/2024) Plumbing Inspector (expires 05/05/2024) Certified Fire Marshal (expires 05/05/2024) Building Code Specialist (expires 05/05/2024) Plumbing Code Specialist (expires 05/05/2024) Mechanical Code Specialist (expires 05/05/2024) Electrical Code Specialist (expires 05/05/2024) Fire Code Specialist (expires 05/05/2024) Residential Combination Inspector (expires 05/05/2024) Combination Plans Examiner (expires 05/05/2024) Commercial Combination Inspector (expires 05/05/2024) Fuel Gas Inspector (expires 09/08/2024)
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William Hudson	Fruitland Park	FL	Residential Electrical Inspector (expires 10/21/2025)
			Commercial Plumbing Inspector (expires 10/21/2025)
			Property Maintenance and Housing Inspector (expires 10/21/2025)
			Accessibility Inspector/Plans Examiner (expires 10/21/2025)
			Fire Inspector I (expires 10/21/2025)
			Building Inspector (expires 10/21/2025)
			Certified Housing Code Official (expires 10/21/2025)
			Residential Building Inspector (expires 10/21/2025)
			Mechanical Inspector (expires 10/21/2025)
			Residential Energy Inspector/Plans Examiner (expires 10/21/2025)
			Residential Mechanical Inspector (expires 10/21/2025)
			Certified Building Code Official (expires 10/21/2025)
			Fire Inspector II (expires 10/21/2025)
			Commercial Combination Inspector (expires 10/21/2025)
			Certified Building Official (expires 10/21/2025)
			Certified Mechanical Code Official (expires 10/21/2025)
			Commercial Building Inspector (expires 10/21/2025)
			Building Plans Examiner (expires 10/21/2025)
			Plumbing Plans Examiner (expires 10/21/2025)
			Commercial Mechanical Inspector (expires 10/21/2025)
			Commercial Energy Inspector (expires 10/21/2025)
			Commercial Energy Plans Examiner (expires 10/21/2025)
			Commercial Electrical Inspector (expires 10/21/2025)
			Mechanical Plans Examiner (expires 10/21/2025)
			Master Code Professional (expires 10/21/2025)
			Electrical Inspector (expires 10/21/2025)
			Building Code Specialist (expires 10/21/2025)
			Mechanical Code Specialist (expires 10/21/2025)

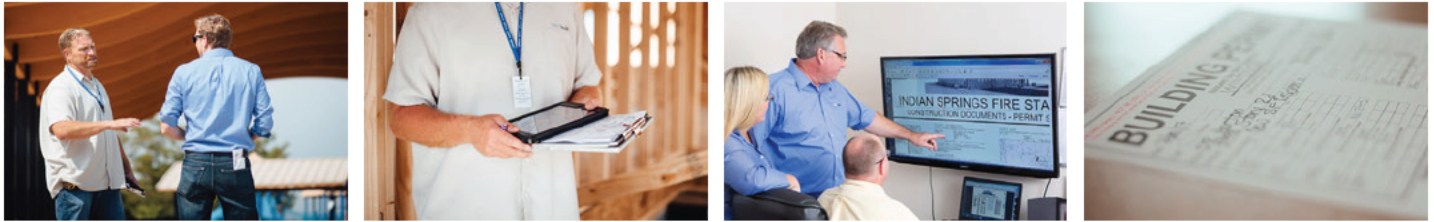


Tab 3

Project Understanding

PROJECT UNDERSTANDING

SAFEbuilt understands that the County of DuPage needs a qualified firm to furnish plan reviews, plumbing and fire reviews and inspections, and building inspection services. We propose to provide three Plans Examiners, including a Plumbing Plans Examiner and four Building Inspectors, including a Plumbing Inspector, as well as a State-certified Fire Marshal for fire systems reviews. Given the recent and anticipated workload, we are certain that this team is sufficient.



PLAN REVIEW SERVICES

Plans Examiners must maintain meticulous attention to detail and accuracy and possess clear written ability for notations and documentation. They must also be good verbal and written communicators and at ease with meeting with municipal officials, residents, engineers, architects, and design professionals. They must also quickly move from one review to another while managing their time with competing project schedules.

The staff proposed will review permit applications, plans, and other required documents, including plumbing and fire disciplines where qualified. Plans Examiners create detailed comments regarding conflicts between the plans with applicable building codes for DuPage County and its code amendments.

Our proposed Plans Examiner will review plans during the County's normal business hours and after hours and weekends if needed to keep up with increased workflow. The Plans Examiner will approve applications when the file complies with all applicable laws, codes, and ordinances. The review of plans will result in the recommendation of approval, approval with modification, or denial of the plans. If the permit file is deficient, the Plans Examiner will provide concise comments identifying the deficiencies and citing the applicable code section. Our staff will provide the customer with a clear path to approval. The Plans Examiners will also meet with and assist design professionals, contractors, and homeowners to answer questions about the code and its intent.

The Plans Examiners will provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the County's Building and Zoning Manager. All trades or disciplines included in the proposed services will be reviewed to ensure compliance with adopted building, electrical, mechanical, plumbing, accessibility, fire, energy codes, and other County ordinances and Illinois state statutes. When the review is complete, all plan reviews will be documented in Accela the County's system of record.

The proposed Plans Examiners for the County will:

- Examine, review, and analyze construction drawings, plans and specifications to ensure compliance with adopted local, state and federal codes, ordinances, policies and regulations.
- Receive and record incoming plans submitted, providing the customer with the ability to track progress.
- Attend pre-submittal and pre-construction meetings as requested.
- Process plan review comments and plan review actions via Bluebeam Revu or the County's preferred method for electronic plan review.

- Return all emails/voicemails within 24 hours.
- Determine the scope of the project before plan review.
- Conduct pre-plan review meetings as necessary.
- Review all construction documents and plan sets for all trades within proposed time frames.
- Use compliance checklists during plan reviews.
- Provide (at a minimum) the following in the plan review letter:
 - Cite the applicable construction drawing sheet number(s).
 - Note code section(s) and provide the code language.
 - Provide a brief but concise comment explaining the identified issues.
- Return approved plans/associated documentation to the applicant in a timely and professional manner.
- Provide design advice only in the context of achieving code compliance (written and verbal communication).
- Perform plan reviews within specified time frames.
- Determine and communicate valuation/fee updates to the County.

We present our plan review process in Figure 1 below.



Figure 1. SAFEbuilt's Plan Review Process

SAFEbuilt will follow up on the status of reviews and will incorporate comments into one plan review in order to minimize correspondence. A full review of the plans will be completed so that only the comments sent out for correction need to be reviewed upon resubmittal. All reviews will be sent to the applicant electronically.

A pre-submittal meeting will convene when requested by the applicant, or if our Plans Examiner feel it will result in a more seamless plan review process. SAFEbuilt will coordinate meetings to streamline the process.

"Commercial development is key to our growth, so having a partner like SAFEbuilt to help keep our commercial projects moving without sacrificing our safety standards has been incredibly valuable."

– Brian Krajewski, County Board Member
DuPage County, IL

A pre-construction meeting will convene when the contractor or Building and Zoning Department staff feel it will contribute to a smooth start and ongoing building project. The process includes reviewing inspection requirements, testing, and special reporting requirements. SAFEbuilt will provide main points of contact for the County's building department staff and contractor staff contact lists.

PLAN REVIEW TRACKING, WORKFLOW, AND REPORTING DETAILS

Tracking, workflow, and reporting details will be based on the County's software capabilities. We will create an Excel spreadsheet to track plan reviews by permit number and status, in addition to utilizing the Accela system to track permit progress. Microsoft Outlook will be used to set reminders for deadlines for reviews. The applicant will pay the fee upon submission, a tracking number will be assigned, and our staff will then begin the review.

When the Plans Examiner has validated that the requirements have been met, they will then prepare the permit card. Once a plan review has been completed, the Plans Examiner will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and jurisdiction via email, fax, or mail. Resubmitted plans will be submitted directly to the County or shipped or delivered directly to our office.

The permit is then issued. By assigning a number at the time of intake, the permit can be tracked throughout the life of the project. The overall process is presented in Figure 2 below.

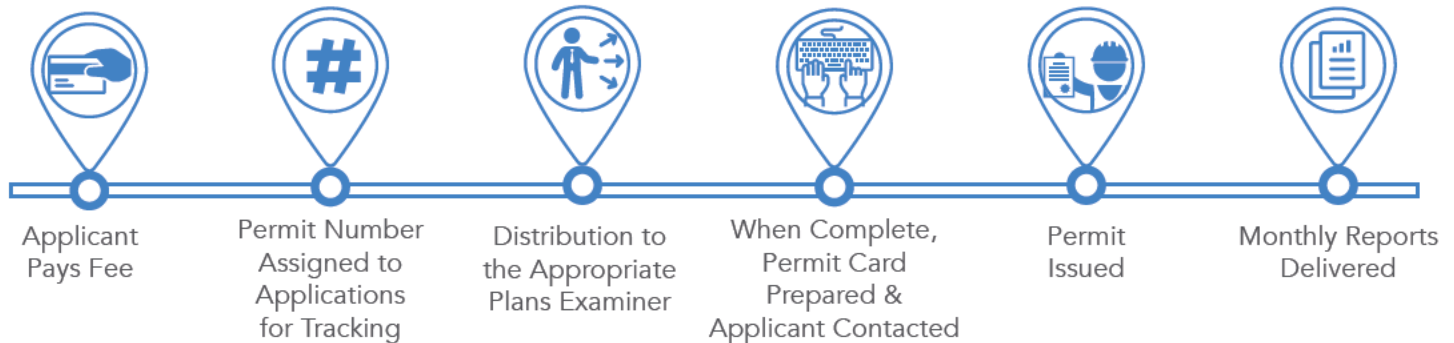


Figure 2. Plan Review Tracking, Workflow, and Reporting Details Process

Our Plans Examiner can conference with clients and project teams in-person, by phone, or via teleconference or web conference. SAFEbuilt can receive plans from the County or directly from the applicant by mail, courier, via electronic transmission, or on physical media such as a compact disc, which decreases the time delays and costs associated with shipping plans. Our process has been designed to be not only convenient for our client jurisdictions but also highly convenient for the designers and permit applicants being served. SAFEbuilt will provide a monthly report that includes the number of permits, plan reviews, inspections by type, certificates of occupancy, and project valuation.

BLUEBEAM REVU

Our team uses typically Bluebeam Revu® to review plans electronically and in hard copy when customers are unable to use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to add comments to



electronic plans and request revisions efficiently.

- The Tool Chest, where each reviewer can create and save custom tool sets for specific needs.
- A “Compare Documents” feature that instantly clouds the differences between drawing revisions.
- An integrated “Markups” list allows technicians to view and track comments during the permitting process and summarize them into a PDF report.

REMOTE PLAN REVIEW SERVICES FROM OUR NATIONAL PLAN REVIEW PROGRAM

In addition to the Plans Examiner we have proposed to support the County, we offer backup support from the multi-disciplinary Plans Examiners who support our National Plan Review (NPR) program. Our NPR remote plan review services offer an ideal approach to help the County manage increasing workloads.

SAFEbuilt began offering remote plan review services in 2012. At the onset of the COVID-19 pandemic, we established the NPR program, encouraging our clients to use our remote services to eliminate person-to-person contact, and to keep their plan review workload on track. This approach allowed us to provide uninterrupted services to many clients during the height of the pandemic.

Since its inception in 2020, the NPR Program team has grown to include 48 multi-certified Plans Examiners with an array of specialties, including educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs. The process, shown in Figure 3, is simple, increases efficiency, reduces costs, and can work within the County’s Accela system.



Figure 3. Remote Plan Review Process with Our National Plan Review Team

Our NPR Plans Examiners have multiple ICC certifications, including ten team members with the ICC Master Code Professional (MCP) certification. The team includes licensed professional engineers, architects, and trade and state-licensed personnel. The types of reviews our NPR team can perform include:

- Building
- Structural
- Mechanical
- Plumbing
- Electrical
- Fire
- Fire Alarm and Sprinkler
- Residential, Commercial, Industrial, and Emergency
- Landscape
- Traffic
- Site Plan Review
- Accessibility
- Energy
- Health
- Green Building

The benefits of a Remote Plan Review approach include:

Access to multi-disciplined Plans Examiners. Credentialed staff are hard to find—staffing all positions necessary is financially challenging. Remote plan review provides the County with access to credentialed multi-discipline Plans Reviewers across the country.

Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times. The outcome—clients do not complain about turnaround time delays, which essentially equal delays in development and mean delays in completing revenue-producing projects.

Expedited plan review. National access to reviewers gives the County the ability to expedite plans (for an additional fee) through the process for clients that have short deadlines or have fallen behind schedule.

No more complaints about turnaround times. Remote reviews have a strict workflow process that increases efficiencies with the ability to view outstanding permits and each project's status.

Remote access and increased transparency. Clients can conveniently submit their plans and monitor their status remotely, reducing the need to sit and wait in a building department office or by phone. Clients can access the portal anytime, anywhere, without restrictions to office hours.

INSPECTION SERVICES

Inspectors for all trades and disciplines will work with other County staff, contractors, builders, owners, and the general public. As such, they must be helpful, patient, and above all, very knowledgeable of the relevant codes and ordinances. Our Inspectors are trained to take an educational approach when working with our clients and their customers. Before contract start, any and all team members not currently serving the County will refresh their knowledge of codes and ordinances unique to the County. We know that technical competence, while expected, is not enough. Experience and careful consideration of issues and impacts are also critical.

SAFEbuilt-provided Inspectors conduct technical field inspections of residential and commercial structures and equipment installations during the various phase of construction, installation, and operation, assuring work conforms to all applicable building codes and approved plans and specifications. The Inspector will issue written comments if the work is not in accordance with the approved plans or applicable County codes and code amendments. The Inspector will maintain formal inspection records and process inspection comments and results immediately upon completion—and always within the same business day.

The Inspector will advise and confer with architects, engineers, County personnel, homeowners, contractors, and developers. Questions, concerns, and inquiries will be received and responded to within one business day. The SAFEbuilt team will be available to the County throughout all construction phases.

The proposed Inspector for the County will:

- Review all plans submitted before each inspection.
- Adhere to scheduled inspection times.
- Verify approved plans are on site and verify construction has not deviated from approved plans.
- Verify on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable.
- Perform field inspections in accordance with the County's adopted ordinances, codes, and standards.
- Use inspection checklists and codebooks during inspections.

- Provide all required inspections and recording the results for those inspections.
- Identify code violations per the national and state building codes, and local ordinances and amendments.
- Work with contractors to facilitate appropriate remedies for code violations.
- Result inspections and reviewing the reports and comments with the construction contractor on site whenever possible.
- Provide the written inspection results to the County and the client at the conclusion of the inspection.

INSPECTION TECHNOLOGY

SAFEbuilt uses routing software to ensure inspections are conducted efficiently and within the allotted time scheduled. Inspection checklists and building guides are accessible from the Inspector's tablets to assist customers in the field. Electronic versions of the codebooks are available on the tablet as well.

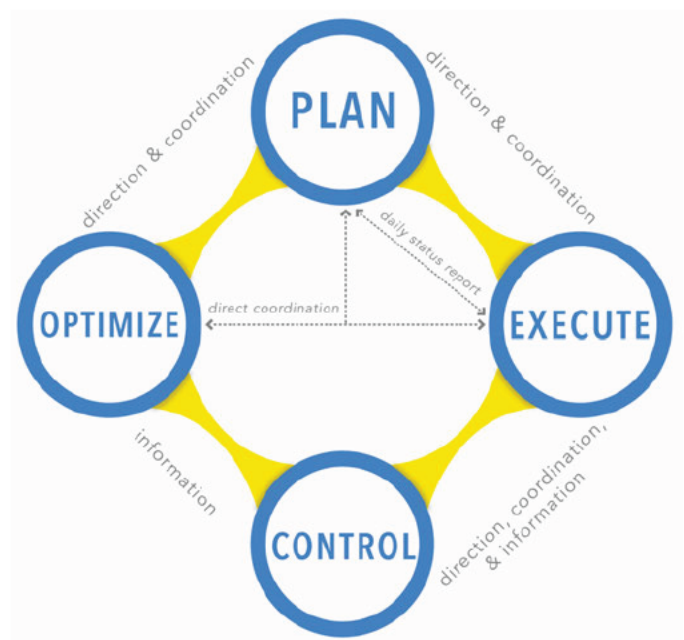
INSPECTION TRACKING AND REPORTING

All inspections are tracked by permit number, type, and trade. SAFEbuilt verifies that all inspection records, including daily records of what was inspected, are entered into the County's system of record, currently Accela. Inspection reports provide information about whether they failed, passed, or need re-inspection. Our team works hard to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers, and architects to enhance the construction process's orderly flow while maintaining an effective level of enforcement. Inspectors ensure construction changes are documented and approved by appropriate County staff.

ONGOING MANAGEMENT OF SERVICES

Our Contract Management Plan begins with the application of our philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework, illustrated below, is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute.

We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method. Using the PECO framework, the SAFEbuilt team delivers a contract management approach that combines the right people, processes, and tools to perform the Scope of Work requirements. Our support at DuPage County requires a methodology to efficiently operate and maintain all areas of service. The SAFEbuilt team's methodology is structured to streamline our resources used and provide responsive services. Successful execution of Plan Review and Inspection services starts with a responsive team structure that can anticipate and address resource needs.



Tracking, Measuring, Reporting

Data is an essential component to the continuous improvement process. Tracking, measuring, and reporting department specific metrics will tell a story of the current state of operations and identify areas for improvement. We will establish a reporting schedule tailored to your needs.

Through utilizing our proprietary CommunityCore software, we provide reporting on performance; permits issued; Inspector reports; building permits; details on building plan review building inspections, and fire and plumbing plan review and inspections; and any additional requests the County may need. Our team works on multiple tasks at the same time, and our organizational structure supports

the staff to effectively oversee this process. Our Project Manager will ensure overall project performance and completion and our will manage the day-to-day business of providing excellent services to complete all work.

Reporting can be given with any periodicity - summarizing activity levels, adherence to contract, staffing and performance metrics, and other items of special interest and are intended to supplement, not replace, any current processes for monitoring department activities and performance.

Communication and Coordination

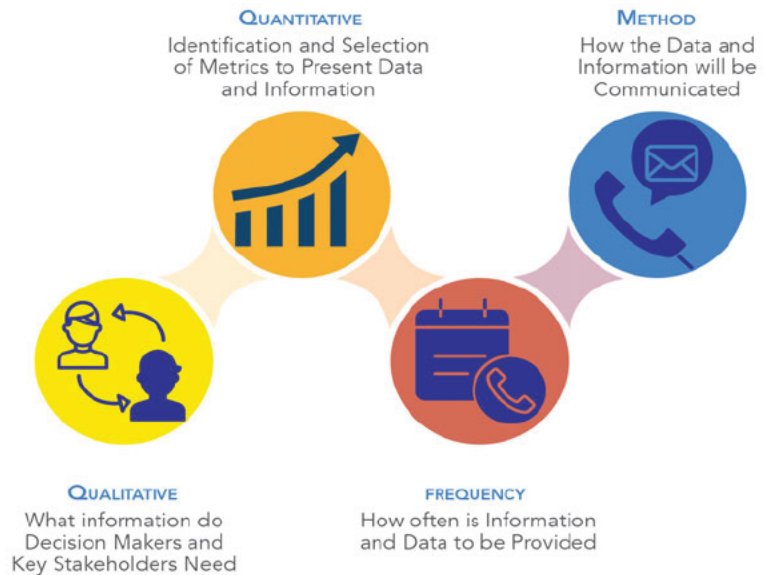
Key to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time.

Our priority is to ensure the best possible experience working with our team—with minimum impact on the State and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the County and SAFEbuilt. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all County staff, detailing what to expect.

We work with the County to develop and evolve a schedule and format to meet its needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest. We ensure our work effort is clearly communicated to the County throughout the contract's life, adjusting as necessary.

Scheduling and Budgets

Our diverse staff provides flexibility when managing workload volume. During times of peak workloads, we only work with current clients in order to successfully maintain our contracted service commitments. We recognize the importance of staying on schedule and on budget. Our established approach and quality control measures provide communities with confidence in our ability to complete work on-time and within budget. We have a tremendous track record of success serving many clients throughout Illinois.



During our time in business, we have built and maintained a trustworthy and reliable reputation throughout the building and safety industry, giving our clients and partners confidence in our ability to successfully deliver services. We recognize the importance of staying on schedule and keeping up with the volume of inspection requests the county receives. Our building services team uses best practices to meet each municipality's service requirements, managing projects effectively and efficiently.

Our SAFEbuilt team prides itself on quality, timeliness, and teamwork in our partnerships with our communities to keep our communities delivering the very best to their constituents.

Operations Management – Continuous Improvement

SAFEbuilt will continue to partner with the County to drive efficiencies and innovations, as well as leverage new technologies to better serve the community. We are confident we can reduce the County's costs and improve service on an ongoing basis. We have many proprietary and third-party technologies (e.g., CommunityCore, Field Management Services, streamlined fleet management with Geotab, labor tracking through UltiPro. electronic workflow, etc.). Using this experience, we have developed an operations playbook with best practices, tools and techniques for delivering building department services to reduce risks, costs and improve service.

What the County Can Expect from their SAFEbuilt Team

Our building department staff always aims to provide efficient, state-of-the-art, customer-friendly services that allow our staff to streamline the delivery and completion of code-compliant projects for residents, businesses, and the County. To ensure contract success, we promote the importance of communication at every level of our organization. Using current technology, we can communicate more efficiently with our clients, residents, contractors, co-workers, and support staff. Communication throughout the organization is stressed to ensure that our clients are up-to-date on all larger-scale permits in the County. This communication makes the team more efficient in their daily scope of services.

SAFEbuilt staff is professional in every way, and our goals are to support the County in its efforts to maintain an efficient and effective building department. All staff will accept direction and instructions while performing their responsibilities independently and professionally with minimal supervision required.

All SAFEbuilt team members will:

- Wear/display proper identification.
- Possess/maintain required certifications and are experienced in performing compliant inspections.
- Respond to calls and emails within 24 hours of receipt or before the end of the next business day.
- Be knowledgeable of design principles, local zoning, and topographical site plans.
- Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- Offer exemplary customer service while performing their duties.
- Attend meetings as required by the County.
- Always exhibit professional and courteous conduct and an appropriate appearance during interactions both on and off the job site.
- Meet all job safety requirements and OSHA safety standards.
- Participate in public educational activities as requested.
- Be available to support the County every Monday through Friday during regular business hours, except for County-recognized holidays. We will delegate members of the SAFEbuilt team to respond to emergencies.

PERFORMANCE METRIC GUARANTEES

As a Building Department services provider, we know that the most important and visible metric to the County is the time taken to complete work. We understand that the quality and efficiency of our work is reflected on the County by its citizen satisfaction, and we must continue to exceed their expectations in timely work completion.

PLAN REVIEW TURNAROUND TIME

SAFEbuilt proposes the following plan review turnaround times for this new contract with the County.

Table 1. Plan Review Turnaround Times

TYPE OF PROJECT	INITIAL CHECK	RECHECK
Residential	5 working days or less	5 working days or less
Multi-Family	10 working days or less	5 working days or less
New Commercial	10 working days or less	5 working days or less
Commercial Alteration	10 working days or less	5 working days or less
All Other Reviews	Same Day to 5 Days	Same Day to 5 Days

INSPECTION TURNAROUND TIME

SAFEbuilt will work with the County to provide inspection staff in a timely manner. SAFEbuilt will meet with the County before a new contract starts to establish a fully tailored inspection notification process. Our inspectors are familiar with many jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements.

SAFEbuilt offers next-day inspections for any request received by 4:00 PM on the previous business day.

Most inspections take between 15 minutes and 2 hours to complete, depending on the type of inspection. We offer weekend and after-hours inspections on a scheduled basis for an additional fee. We will, of course, make ourselves available to respond to inspections related to emergencies.

Community support is incredibly important to SAFEbuilt, and not something that is always captured in performance metrics. We often offer that support to our clients. One effort we are particularly proud of is the Dupage Mayors & Managers Conference (DMMC), of which we are a Platinum Corporate Partner

The DMMC is a coalition of cities and villages fostering intergovernmental cooperation. The DMMC strives to promote municipal government, foster intergovernmental cooperation, and find innovative solutions to make local government work more effectively for DuPage County residents and ultimately all citizens of Illinois.

<https://dmmc-cog.org>



SAMPLE INCIDENT REPORT

SAFEbuilt provides Incident Report Samples below.

INCIDENT INVESTIGATION REPORT		SAFEbuilt.	
Download/Save Form to Device Prior to Filling Out		Reset Form	
Instructions: Complete this form as soon as possible after an incident that results in serious injury or illness. (Optional: Use to investigate a minor injury or near miss that could have resulted in a serious injury or illness.)			
Date of Incident:	This is a report of a: <input type="radio"/> Death <input type="radio"/> Lost Time <input type="radio"/> Dr. Visit Only <input type="radio"/> First Aid Only <input type="radio"/> Near Miss		
This Report is made by:		<input type="radio"/> Employee <input type="radio"/> Supervisor <input type="radio"/> Team <input type="radio"/> Other _____	
Step 1: Injured Employee (complete this part for each injured employee)			
Employee's Name:	Job Title at time of Incident:		
Department:	This employee works: <input type="radio"/> Regular full time <input type="radio"/> Seasonal <input type="radio"/> Regular part time <input type="radio"/> Temporary		
Sex: <input type="radio"/> Male <input type="radio"/> Female	Age:	Months with this employer:	Months doing this job:
Part of Body Affected: <input type="checkbox"/> Head <input type="checkbox"/> Neck <input type="checkbox"/> Shoulder <input type="checkbox"/> Arm <input type="checkbox"/> Hand <input type="checkbox"/> Wrist <input type="checkbox"/> Forearm <input type="checkbox"/> Elbow <input type="checkbox"/> Hip <input type="checkbox"/> Leg <input type="checkbox"/> Foot <input type="checkbox"/> Toe		Nature of Injury (most serious on): <input type="checkbox"/> Abrasion/scrapes <input type="checkbox"/> Amputation <input type="checkbox"/> Broken Bone <input type="checkbox"/> Bruise <input type="checkbox"/> Burn (heat) <input type="checkbox"/> Burn (chemical) <input type="checkbox"/> Concussion (to the head) <input type="checkbox"/> Cut/Laceration/Puncture <input type="checkbox"/> Hernia <input type="checkbox"/> Illness <input type="checkbox"/> Sprain/strain <input type="checkbox"/> Damage to a body system <input type="checkbox"/> Other: _____	
Step 2: Describe the Incident			
Exact Location of the Incident:		Exact Time:	
What part of employee's workday? <input type="radio"/> Entering Or Leaving Work <input type="radio"/> Doing Normal Work Activities <input type="radio"/> During Meal Period <input type="radio"/> During Break <input type="radio"/> Working Overtime <input type="radio"/> Other _____			
Name of Witnesses (if Any):			
Number of Attachments:	Written Witness Statements: _____	Photographs: _____	Maps/Drawings: _____

Page 1 of 3

What personal protective equipment was being used (if any)?	
Describe, step-by-step the events that led up to the injury. Include names of any machines, parts, objects, tools, materials and other important details.	
Description continued on attached sheets: <input type="checkbox"/>	
Step 3: Why did the incident happen?	
Unsafe workplace conditions: (Check all that apply) <input type="checkbox"/> Inadequate guard <input type="checkbox"/> Unguarded hazard <input type="checkbox"/> Safety device is defective <input type="checkbox"/> Tool or equipment defective <input type="checkbox"/> Workstation layout is hazardous <input type="checkbox"/> Unsafe lighting <input type="checkbox"/> Unsafe ventilation <input type="checkbox"/> Lack of needed personal protective equipment <input type="checkbox"/> Lack of appropriate equipment/tools <input type="checkbox"/> Unsafe clothing <input type="checkbox"/> No training or insufficient training <input type="checkbox"/> Other: _____	Unsafe acts by people: (Check all that apply) <input type="checkbox"/> Operating without permission <input type="checkbox"/> Operating at unsafe speed <input type="checkbox"/> Servicing equipment that has power to it <input type="checkbox"/> Making a safety device inoperative <input type="checkbox"/> Using defective equipment <input type="checkbox"/> Using equipment in an unapproved way <input type="checkbox"/> Unsafe lifting <input type="checkbox"/> Using unsafe posture <input type="checkbox"/> Distraction/playing <input type="checkbox"/> Failure to wear personal protective equipment <input type="checkbox"/> Failure to use the available equipment / tools <input type="checkbox"/> Other: _____
Why did the unsafe conditions exist?	
Why did the unsafe acts occur?	
Is there a reward (such as "the job can be done more quickly", or "the product is less likely to be damaged") that may have encouraged the unsafe conditions or acts? <input type="radio"/> Yes <input type="radio"/> No	
If yes, describe:	
Were the unsafe acts or conditions reported prior to the incident? <input type="radio"/> Yes <input type="radio"/> No	
Have there been similar incidents or near misses prior to this one? <input type="radio"/> Yes <input type="radio"/> No	
Step 4: How can future incidents be prevented?	
What changes do you suggest to prevent this incident/near miss from happening again? <input type="radio"/> Stop this activity <input type="radio"/> Guard the hazard <input type="radio"/> Train the employee(s) <input type="radio"/> Train the supervisor(s) <input type="radio"/> Redesign task steps <input type="radio"/> Redesign work station <input type="radio"/> Write a new policy/rule <input type="radio"/> Enforce existing policy <input type="radio"/> Routinely inspect for the hazard <input type="radio"/> Personal Protective Equipment <input type="radio"/> Other: _____	

Page 2 of 3

What should be (or has been) done to carry out the suggestion(s) checked above?	
Description continued on attached sheets: <input type="checkbox"/>	
Step 5: Who completed and reviewed this form? (Please Print)	
Written by:	Title:
Department:	Date:
Names of investigation team members:	
Reviewed by:	Date:
Date:	

(Page 3 of 3)

When saving file add the employee's name to beginning and date to end.
Example: Test.Employee_Incident Investigation Report_1.1.2021

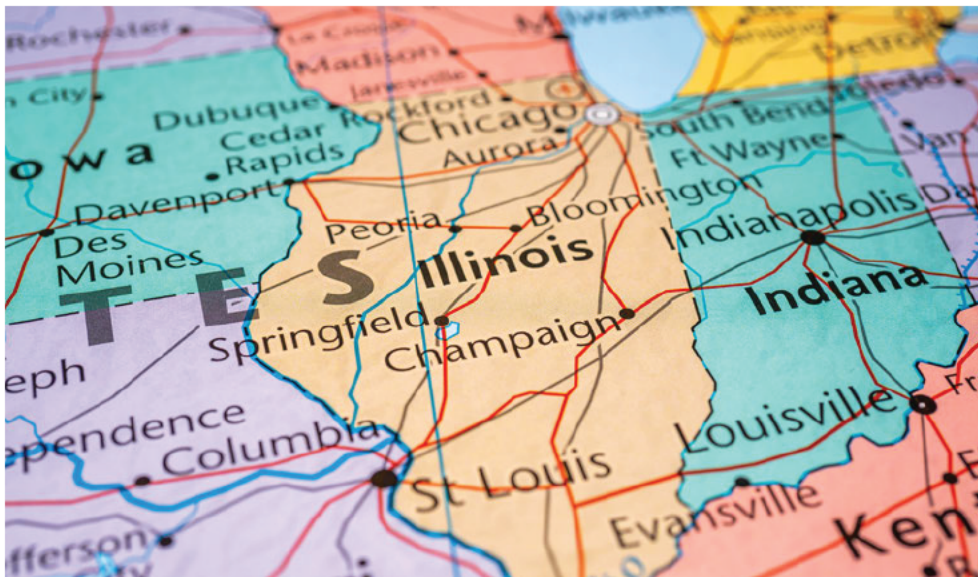
Save & Submit Form

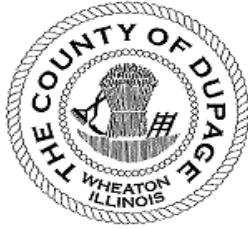
PROBLEM ESCALATION AND NOTIFICATION

SAFEbuilt takes a proactive approach to dealing with problems as they become evident. A multi-pronged, chain of command is established for each team and each shift, so that someone is always able to resolve the issue quickly—even after hours. The dedicated local Project Manager, Gerald Keys, MCP will be the primary point of contact for issue resolution throughout the contract. If the issue cannot be resolved at the Project Manager level, it can be escalated to Kati Vokovitch, the State Operations Manager, or to Alan Greene, the Account Manager. Increasingly severe problems and concerns will further escalate to executive and C-suite team members as appropriate, who will be involved to develop solutions, revise policies and procedures, and improve service delivery and customer service. We always aim for an educational, client-first perspective and treat every conflict or difference of opinion with respect and the best knowledge available.

All issues will be assessed, documented, and tracked. Any issues that may have an impact to contract success, for example time, cost or non-compliant work, will be reported immediately to the County. The time allowed to correct non-compliant work depends on the scope and magnitude of the work involved, or the severity of the deficiency. When the corrective action requires a follow-up quality control check, we allow for a reasonable time in which to make corrections and schedule a check. Normally, no more than two working days are needed for after-the-fact correction.

The County will be involved in communications related to issue resolution or concern correction as the primary stakeholder. Our team will always work with the County to come to beneficial conclusions to problems with contract and operations execution.





**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PLANS EXAMINER SERVICES 24-006-BZP
BID TABULATION**

✓

Criteria	Available Points	SAFEbuilt Illinois, LLC
Firm Qualifications	20	19
Key Qualifications	30	29
Project Understanding	30	29
Price	20	20
Total	100	97

Fee and Rate Proposal	\$ 21,483.00
Percentage of points	100%
Points awarded (wtd against lowest price)	20

NOTES

1. B & F Construction Code , Inc. has been deemed non-responsive for not providing price as requested.
2. Lakeside Consultants LLC has been deemed non-responsive for not having employees.
3. T.P.I. Building Code Consultants, Inc. has been deemed non-responsive for not providing price as requested.

RFP Posted on 12/1/2023 Bid Opened On 12/19/2023, 2:30 PM CST by	DW, NE
Invitations Sent	98
Total Requesting Documents	1
Total Bid Responses Received	4



Required Vendor Ethics Disclosure Statement

Date: 12/14/2023

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #:

Company Name: SAFEbuilt Illinois, LLC	Company Contact: Chris Giordano
Contact Phone: 954.266.6475	Contact Email: cgiordano@safebuilt.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 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:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Chris Giordano

Title

Chief Executive Officer

Date

December 14, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



File #: DC-O-0001-24

Agenda Date: 1/23/2024

Agenda #: 12.B.

Zoning Petition ZONING-23-000077 Messieha

WHEREAS, a public hearing was held on October 11, 2023 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 reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years, the property hereinafter described:

LOT 37 IN BUTTERFIELD WEST UNIT NO. 2, BEING A SUBDIVISION IN SECTIONS 25 AND 26, TOWNSHIP 39 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1966, AS DOCUMENT NO. R66-19939, 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 October 11, 2023 does find as follows:

FINDINGS OF FACT:

- A. That petitioner testified that the subject zoning relief is for a Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years.
- B. That petitioner testified that they have lived at the subject property for approximately twenty-four (24) years.
- C. That the adjacent neighbor to the north testified at the public hearing that there was a shed on the subject property that was torn down in 2021, replaced with a new shed, and that the existing shed is not five (5) years old.
 - a. Furthermore, that following the neighbor's testimony, petitioner confirmed and testified that they tore down the prior shed in 2021 and replaced with a new shed, approximately 0.6' from the rear property line which was where the previous shed was located.

- D. As such, that the Zoning Hearing Officer finds that petitioner has not demonstrated evidence for the subject zoning relief for a Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years, as it was testified during the public hearing that shed was recently replaced and has not existed for at least five (5) years.
- E. Furthermore, that the Zoning Hearing Officer finds that the subject property does not qualify for the subject zoning relief for a Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years, as the subject shed has not existed for at least 5 years.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Hearing Officer finds that petitioner **has not 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 not 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 not demonstrated** that the existing shed does not increase the hazard from fire or other dangers to said property.
 - c. Diminish the value of land and buildings throughout the County as petitioner **has not 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 not demonstrated** that the existing shed does not impact traffic in the public streets and highways.
 - e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** that the existing shed does not increase the potential for flood damages to adjacent property.
 - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has not demonstrated** that the existing shed does not incur addition 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 not demonstrated** that the existing shed does not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000077 Messieha	
ZONING REQUEST	Conditional Use to reduce the rear yard setback for existing shed from required 3' to approximately 0.6' as it has existed for at least 5 years.	
OWNER	ZAKARIA AND NAHED MESSIEHA, 21W744 HUNTINGTON ROAD, GLEN ELLYN, IL 60131	
ADDRESS/LOCATION	21W744 HUNTINGTON ROAD, GLEN ELLYN, IL 60131	
PIN	05-25-103-039	
TWSP./CTY. BD. DIST.	MILTON	DISTRICT 4
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.31 ACRES (13,504 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: SEPTEMBER 26, 2023	
PUBLIC HEARING	WEDNESDAY, OCTOBER 11, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	Our office has no jurisdiction in this matter.	
Stormwater:	No Objections.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Glen Ellyn:	<i>No Comments Received.</i>	
City of Wheaton	<i>No Comments Received.</i>	
Village of Lombard:	"The Village is in receipt of the public hearing notice. The subject is located within the Village's planning jurisdiction and as such, the Village of Lombard does not have any comments on the petition."	
Village of Downers Grove:	"The Village of Downers Grove has no comments."	
Milton Township:	<i>No Comments Received.</i>	
Township Highway:	No Objections with the concept of the petition. Additional information may be provided at time of permit application.	
Glen Ellyn Fire Dist.:	<i>No Comments Received.</i>	
Sch. Dist. 89:	<i>No Comments Received.</i>	
Forest Preserve:		

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Rear Yard:	3'	0.6'	0.6'

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	HUNTINGTON ROAD AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
East	HUNTINGTON COURT 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 October 11, 2023, recommends to deny the following zoning relief:

Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years.

ZHO Recommendation to Deny

WHEREAS, the County Board Development Committee on January 16, 2024, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and on a motion to approve, the motion failed relative to the following zoning relief:

Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years.

Development Committee VOTE (Motion to Approve Failed): 0 Ayes, 5 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 reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years, the property hereinafter described:

LOT 37 IN BUTTERFIELD WEST UNIT NO. 2, BEING A SUBDIVISION IN SECTIONS 25 AND 26, TOWNSHIP 39 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1966, AS DOCUMENT NO. R66-19939, IN DUPAGE COUNTY, ILLINOIS; and

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; ZAKARIA AND NAHED MESSIEHA, 21W744 HUNTINGTON ROAD, GLEN ELLYN, IL 60137; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

Enacted and approved this 23rd day of January ,2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

MEMORANDUM

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: January 16, 2024

RE: **ZONING-23-000077 Messieha (Milton/ District 4)**

DuPage County Board: January 23, 2024:

Development Committee: January 16, 2024: The Motion to Approve failed relative to the following zoning relief:

Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years.

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

Zoning Hearing Officer: October 11, 2023: The Zoning Hearing Officer recommended to deny the following zoning relief:

Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years.

ZHO Recommendation to Deny

FINDINGS OF FACT:

A. That petitioner testified that the subject zoning relief is for a Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years.

B. That petitioner testified that they have lived at the subject property for approximately twenty-four (24) years.

- C. That the adjacent neighbor to the north testified at the public hearing that there was a shed on the subject property that was torn down in 2021, replaced with a new shed, and that the existing shed is not five (5) years old.
 - a. Furthermore, that following the neighbor's testimony, petitioner confirmed and testified that they tore down the prior shed in 2021 and replaced with a new shed, approximately 0.6' from the rear property line which was where the previous shed was located.
- D. As such, that the Zoning Hearing Officer finds that petitioner has not demonstrated evidence for the subject zoning relief for a Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years, as it was testified during the public hearing that shed was recently replaced and has not existed for at least five (5) years.
- E. Furthermore, that the Zoning Hearing Officer finds that the subject property does not qualify for the subject zoning relief for a Conditional Use to reduce the rear yard setback for an existing shed from required 3' to approximately 0.6', where it has existed for at least 5 years, as the subject shed has not existed for at least 5 years.

STANDARDS FOR CONDITIONAL USES:

- 1. That the Zoning Hearing Officer finds that petitioner **has not 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 not 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 not demonstrated** that the existing shed does not increase the hazard from fire or other dangers to said property.
 - c. Diminish the value of land and buildings throughout the County as petitioner **has not 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 not demonstrated** that the existing shed does not impact traffic in the public streets and highways.
 - e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** that the existing shed does not increase the potential for flood damages to adjacent property.

- f. Incur additional public expense for flood protection, rescue or relief as petitioner **has not demonstrated** that the existing shed does not incur addition 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 not demonstrated** that the existing shed does not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000077 Messieha	
ZONING REQUEST	Conditional Use to reduce the rear yard setback for an existing shed from required 3’ to approximately 0.6’, where it has existed for at least 5 years.	
OWNER	ZAKARIA AND NAHED MESSIEHA, 21W744 HUNTINGTON ROAD, GLEN ELLYN, IL 60137	
ADDRESS/LOCATION	21W744 HUNTINGTON ROAD, GLEN ELLYN, IL 60137	
PIN	05-25-103-039	
TWSP./CTY. BD. DIST.	MILTON	DISTRICT 4
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.31 ACRES (13,504 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: SEPTEMBER 26, 2023	
PUBLIC HEARING	WEDNESDAY, OCTOBER 11, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	Our office has no jurisdiction in this matter.	
Stormwater:	No Objections.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Glen Ellyn:	No Comments Received.	
City of Wheaton	No Comments Received.	
Village of Lombard:	“The Village is in receipt of the public hearing notice. The subject is located outside of the Village’s planning jurisdiction and as such, the Village of Lombard does not have any comments on the petition.”	
Village of Downers Grove:	“The Village of Downers Grove has no comments.”	

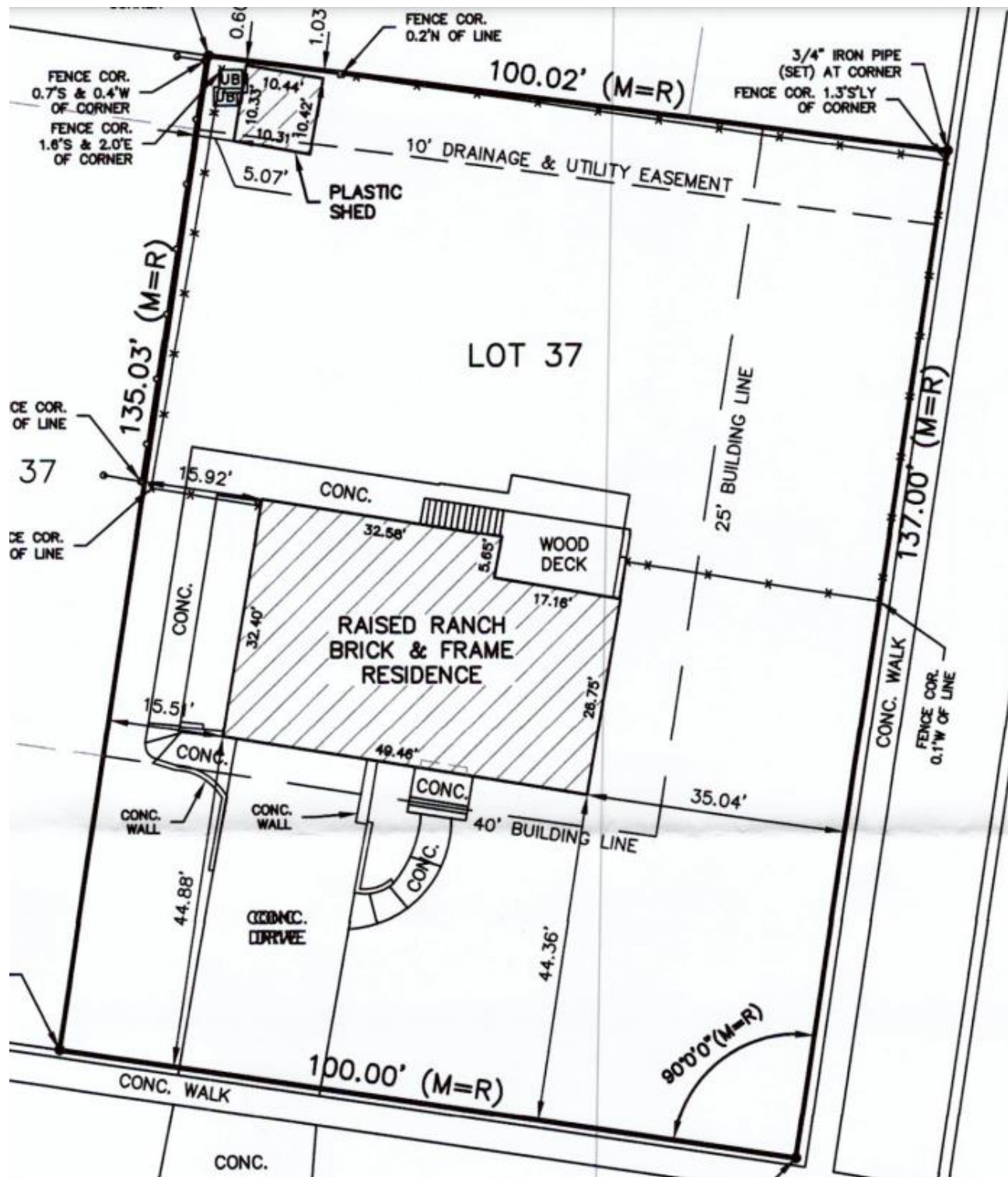
Milton Township:	<i>No Comments Received.</i>
Township Highway:	No Objections with the concept of the petition. Additional information may be required at time of permit application.
Glen Ellyn Fire Dist.:	<i>No Comments Received.</i>
Sch. Dist. 89:	<i>No Comments Received.</i>
Forest Preserve:	

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Rear Yard:	3'	0.6'	0.6'

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	HUNTINGTON ROAD AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
East	HUNTINGTON COURT AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC
West	R-4 SF RES	HOUSE	0-5 DU AC











File #: DC-O-0002-24

Agenda Date: 1/16/2024

Agenda #: 12.C.

Zoning Petition ZONING-23-000070 Flash Property Management, LLC.

WHEREAS, a public hearing was held on November 9, 2023 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

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

1. Rezoning from R-4 Single-Family Residential to B-2 General Business;
2. Variation to reduce the north rear yard setback from required 40' to approximately 10';
3. Variation to reduce the east interior side yard setback from 40' to approximately 10'; and
4. Reduction and Use of Yards by Conditional Use Procedure:
 - a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20';
 - b. Conditional Use to reduce the west interior side yard setback by 50% from required 20' to approximately 10', on the property hereinafter described:

LOT 4 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 4, BEING LOT 1 IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1944 AS DOCUMENT 461047, EXCEPT THAT PART OF SAID LOT LYING WESTERLY OF A STRAIGHT LINE DRAWN ACROSS SAID LOT FROM A POINT IN THE NORTHERLY LINE THEREOF THAT IS 171.1 FEET EASTERLY, MEASURED ALONG SAID NORTHERLY LINE, FORM THE NORTHWEST CORNER OF SAID LOT TO APOINT IN THE SOUTHERLY LINE OF SAID LOT THAT IS 144.2 FEET EASTERLY, MEASURED ALONG SAID SOUTHERLY LINE FORM THE SOUTHWEST CORNER OF SAID LOT; ALSO EXCEPT THE EAST 450 FEET OF SAID LOT 4 AS MEASURED ON THE SOUTHERLY LINE, BY 445.3 FEET AS MEASURED ON THE NORTHERLY LINE THEREOF; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on December 7, 2023 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that they seek the subject zoning relief to allow a construction/contractor's office and yard with both indoor/outdoor storage of vehicles, materials, and equipment related to the subject construction/demolition business.
2. That petitioner testified that the subject property will be owned and operated by Flash Property Management,

LLC., and will be operated as construction/contractor's office and yard.

3. That petitioner testified that they originally applied for a Variation to reduce the east interior side yard setback from 40' to approximately 10' and a Conditional Use to reduce the west interior side yard setback by 50% from required 20' to approximately 10', and that at the public hearing, petitioner withdrew the requests to reduce the east interior and west interior side yards and will meet the required setbacks.
4. That petitioner testified that the subject property was previously used as a horse stable/horse boarding facility, and today includes an existing indoor 7,000 sq. ft. riding arena, 1,500 sq. ft. intermediary building, and 5,000 sq. ft. horse stable.
 - a. That petitioner testified that they propose to utilize the existing buildings for the proposed construction/contractor's office and yard, and that the 1,500 sq. ft. intermediary building will be used for the proposed construction/contractor's office and the 5,000 sq. ft. stable building and 7,000 sq. ft. riding arena will be used for the proposed storage of petitioner's vehicles, equipment, and tools.
5. That petitioner testified that they do not plan to construct any additions to the existing buildings on the subject property and that petitioner will only make cosmetic improvements to the property, such as new roofing, siding, windows, paint, and improve the existing parking with ten (10) parking spaces.
6. That petitioner testified that the proposed business would have 10-15 employees on a daily basis, with 1-3 employees in the office.
7. That petitioner testified that their business operations allow for their employees to arrive at the subject property in their personal vehicles, park their vehicle, and then take a company vehicle, equipment, or truck to a designated construction site.
 - a. Furthermore, that at the end of the day, employees would return to the subject property, drop off the company vehicle, equipment, or truck, and leave the property in their personal vehicle.
8. That petitioner testified that they have requested the reduction in front and rear yards, due to the long/narrow lot configuration of the subject property and that use of the existing buildings and property requires the requested zoning relief.
9. That petitioner testified that all of the adjacent properties and existing land uses are largely commercial and that the trend of development on St. Charles Road/Schmale Road is towards commercial uses, a further indication that the B-2 Zoning District would be appropriate zoning district for the subject property.
 - a. That petitioner testified that the adjacent property to the north is the Great Western Trail and Commonwealth Edison, to the west is an animal hospital, to the south is a commercial shopping center/restaurants, and to the east is vacant land with a telecommunications tower.
 - b. In addition, that petitioner testified that the subject property would not be suitable for residential use due to the existing lot configuration and close proximity to St. Charles Road/Schmale Road, and that the B-2 Zoning District would be a suitable zoning district for the subject property.

STANDARDS FOR MAP AMENDMENT (REZONING):

That the Zoning Board of Appeals finds that petitioner **has demonstrated** that the granting of the map amendment (rezoning) is in harmony with the general purpose and intent of the Zoning Ordinance, and that the petitioner has demonstrated the following standards for a map amendment (rezoning):

1. Existing uses of property within the general area of the property in question, as petitioner **has demonstrated** that the property located directly west of the subject property is located within the Village of Carol Stream with a commercial use for an animal hospital; that the property directly north of the subject property is zoned R-4 Single Family Residential and is a recreational use with the Great Western Trail; that the property located directly east of the subject property is zoned R-4 Single Family Residential and is vacant with a telecommunications tower; and that the properties located directly south of the subject property are located within the Village of Carol Stream with commercial uses, such as shopping centers and restaurants.
2. The zoning classification of property within the general area of the property in question, as petitioner **has demonstrated** that the property located directly west of the subject property is located within the Village of Carol Stream with a commercial use for an animal hospital; that the property directly north of the subject property is zoned R-4 Single Family Residential and is a recreational use with the Great Western Trail; that the property located directly east of the subject property is zoned R-4 Single Family Residential and is vacant with a telecommunications tower; and that the properties located directly south of the subject property are located within the Village of Carol Stream with commercial uses, such as shopping centers and restaurants.
3. The suitability of the property in question for the uses permitted under the existing zoning classification, as petitioner **has demonstrated** that there is no demand for the subject property to be developed as a residential property due to the location of the subject property on St. Charles Road/Schmale Road, the close proximity to surrounding commercial uses, and due to the long and narrow existing lot configuration.
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification, as petitioner **has demonstrated** that the trend of development in the general area, specifically in the last ten (10) years, is towards commercial land uses.
5. The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property, as petitioner **has demonstrated** that the subject property has not been used as a residential property and was previously used as a horse stable/horse boarding facility.
6. The extent to which the property values are diminished by particular zoning restrictions, as petitioner **has demonstrated** that the subject zoning relief will improve the subject property and will be consistent with the surrounding land uses and zoning districts.

STANDARDS FOR VARIATIONS AND CONDITIONAL USES:

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.

2. That the Zoning Board of Appeals finds that petitioner **has demonstrated** 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 they will not construct any new buildings on the subject property and will utilize all existing buildings, and therefore will not impair an adequate supply of light and air to the adjacent properties.
 - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will only be making cosmetic improvements to the subject property and that they will not increase the hazard from fire or other dangers.
 - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that all of the properties surrounding the subject property are a commercial use, and that the proposed construction/contractor's office and yard will not diminish the value of land and buildings throughout the County.
 - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed use as a construction/contractor's office and yard will not bring in customers or members of the public, and that they will 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 they will utilize the existing buildings on the subject property and will not increase the potential for flood damages to adjacent properties.
 - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that they will utilize the existing buildings on the subject property and will 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 surrounding land uses are primarily commercial and that the proposed construction/contractor's office and yard will not adversely impact the public health, safety, comfort, morals, and general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000070 Flash Property Management	
ZONING REQUEST	1. Rezoning from R-4 Single-Family Residential to General Business; 2. Variation to reduce the north front yard setback from required 40' to approximately 10'; 3. Variation to reduce the east interior side yard setback from required 10' to approximately 10'; and 4. Reduction and Use of Conditional Use Procedure: a. Conditional Use to reduce the south front yard setback by 50% from required 20' to approximately 10'; b. Conditional Use to reduce the interior side yard setback by 50% from required 10' to approximately 10'.	
OWNER	FLASH PROPERTY MANAGEMENT, LLC., P.O. BOX 723, BLOOMINGDALE, IL 60108/ AGENT: PHILIP LUETKEHANS AND BRIAN J. ARMSTRONG LUETKEHANS, BRADY, GARNER, & ARMSTRONG LLC., 105 E. IRVING PARK ROAD, ITASCA, IL 60143	
ADDRESS/LOCATION	24W280 ST. CHARLES ROAD, CAROL STREAM, IL 60188	
PIN	05-04-202-002	
TWSP./CTY. BD. DIST.	MILTON	DISTRICT 6
ZONING/LUP	R-4 SF RES	OFFICE LOW
AREA	2.91 ACRES (126,760 SQ. FT.)	
UTILITIES	WELL AND SEPTIC	
PUBLICATION DATE	Daily Herald: OCTOBER 25, 2023	
PUBLIC HEARING	THURSDAY, NOVEMBER 9, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Objects. "PVC shed shown on site plan and final plat is encroaching on County's Great Western Trail ROW. The shed encroachment should be removed prior to a reduction of rear-yard setback requirements."	
Health:	No Objections with the concept of the petition. Additional information may be provided at time of permit application. (See attached documentation)	
Stormwater:	No Objections with the concept of the petition. Additional information may be provided at time of permit application.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Carol Stream:	No Comments Received.	
Village of Glendale Heights:	"Village of Glendale Heights has no issue with this proposal as it is not within village boundaries nor will have a direct impact to our community."	
Village of Glen Ellyn:	No Comments Received.	

City of Wheaton:	<i>No Comments Received.</i>
Village of Winfield:	<i>No Comments Received.</i>
Milton Township:	<i>No Comments Received.</i>
Township Highway:	No Objections with the concept of the petition. Additional information m time of permit application.
Carol Stream Fire Dist.:	No Objections with the concept of the petition. Additional information m time of permit application.
Sch. Dist. 200:	<i>No Comments Received.</i>
Forest Preserve:	<i>No Comments Received.</i>

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Front Yard:	40'	APPROX. 20'	APPROX. 20'
Int. Side Yard:	40'	APPROX. 2.9'	APPROX. 10'
Int. Side Yard:	20'	APPROX. 1.2'	APPROX. 10'
Rear Yard:	40'	APPROX. 3.2'	APPROX. 10'

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	EQUESTRIAN	OFFICE LOW
North	R-4 SF RES	OPEN SPACE/TRAIL	OFFICE LOW
South	ST. CHARLES ROAD AND BEYOND VILLAGE OF CAROL STREAM	COMMERCIAL	VILLAGE OF CAROL STREAM
East	R-4 SF RES	VACANT	OFFICE LOW
West	VILLAGE OF CAROL STREAM	MEDICAL	VILLAGE OF CAROL STREAM

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on December 7, 2023, recommends to approve the following zoning relief:

1. Rezoning from R-4 Single-Family Residential to B-2 General Business;
2. Variation to reduce the north rear yard setback from required 40' to approximately 10';
3. Reduction and Use of Yards by Conditional Use Procedure:
 - a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20'.

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-23-000070 Flash Property Management, LLC.** dated November 9, 2023.
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 in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screens around the perimeter of the development.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent

WHEREAS, the County Board Development Committee on January 16, 2024, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Rezoning from R-4 Single-Family Residential to B-2 General Business;
2. Variation to reduce the north rear yard setback from required 40' to approximately 10';
3. Reduction and Use of Yards by Conditional Use Procedure:
 - a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20'.

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-23-000070 Flash Property Management, LLC.** dated November 9, 2023.
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 in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screens around the perimeter of the development.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

Development Committee VOTE (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. Rezoning from R-4 Single-Family Residential to B-2 General Business;
2. Variation to reduce the north rear yard setback from required 40' to approximately 10';
3. Reduction and Use of Yards by Conditional Use Procedure:
 - a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20', on the property hereinafter described:

LOT 4 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 4, BEING LOT 1 IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1944 AS DOCUMENT 461047, EXCEPT THAT PART OF SAID LOT LYING WESTERLY OF A STRAIGHT LINE DRAWN ACROSS SAID LOT FROM A POINT IN THE NORTHERLY LINE THEREOF THAT IS 171.1 FEET EASTERLY, MEASURED ALONG SAID NORTHERLY LINE, FORM THE NORTHWEST CORNER OF SAID LOT TO APOINT IN THE SOUTHERLY LINE OF SAID LOT THAT IS 144.2 FEET EASTERLY, MEASURED ALONG SAID SOUTHERLY LINE FORM THE SOUTHWEST CORNER OF SAID LOT; ALSO EXCEPT THE EAST 450 FEET OF SAID LOT 4 AS MEASURED ON THE SOUTHERLY LINE, BY 445.3 FEET AS MEASURED ON THE NORTHERLY LINE THEREOF; 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-23-000070 Flash Property Management, LLC.** dated November 9, 2023.
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 in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screens around the perimeter of the development.
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; FLASH PROPERTY MANAGEMENT, LLC., P.O BOX 723, BLOOMINGDALE, IL 60108/ AGENT: PHILLIP A. LUETKEHANS AND BRIAN J. ARMSTRONG, LUETKEHANS, BRADY, GARNER, & ARMSTRONG, LLC., 105 E. IRVING PARK ROAD, ITASCA, IL 60143; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

MEMORANDUM

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: January 16, 2024

RE: **ZONING-23-000070 Flash Property Management, LLC.**
(Milton/ District 6)

DuPage County Board: January 23, 2024:

Development Committee: January 16, 2024: The DuPage County Development Committee recommended to approve the following zoning relief:

1. Rezoning from R-4 Single-Family Residential to B-2 General Business;
2. Variation to reduce the north rear yard setback from required 40' to approximately 10';
3. Reduction and Use of Yards by Conditional Use Procedure:
 - a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20'.

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-23-000070 Flash Property Management, LLC.** dated November 9, 2023.
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 in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screens around the perimeter of the development.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

Zoning Board of Appeals Meeting: December 7, 2023: The Zoning Board of Appeals recommended to approve following zoning relief:

1. Rezoning from R-4 Single-Family Residential to B-2 General Business;
2. Variation to reduce the north rear yard setback from required 40' to approximately 10';
3. Reduction and Use of Yards by Conditional Use Procedure:
 - a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20'.

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-23-000070 **Flash Property Management, LLC.** dated November 9, 2023.
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 in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screens around the perimeter of the development.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent

FINDINGS OF FACT:

1. That petitioner testified that they seek the subject zoning relief to allow a construction/contractor's office and yard with both indoor/outdoor storage of vehicles, materials, and equipment related to the subject construction/demolition business.
2. That petitioner testified that the subject property will be owned and operated by Flash Property Management, LLC., and will be operated as construction/contractor's office and yard.
3. That petitioner testified that they originally applied for a Variation to reduce the east interior side yard setback from 40' to approximately 10' and a Conditional Use to reduce the west interior side yard setback by 50% from required 20' to approximately 10', and that at the public hearing, petitioner withdrew the requests to reduce the east interior and west interior side yards and will meet the required setbacks.
4. That petitioner testified that the subject property was previously used as a horse stable/horse boarding facility, and today includes an existing indoor 7,000 sq. ft. riding arena, 1,500 sq. ft. intermediary building, and 5,000 sq. ft. horse stable.
 - a. That petitioner testified that they propose to utilize the existing buildings for the proposed construction/contractor's office and yard, and that the 1,500 sq. ft. intermediary building will be used for the proposed construction/contractor's office and the 5,000 sq. ft. stable building and 7,000 sq. ft. riding arena will be used for the proposed storage of petitioner's vehicles, equipment, and tools.

5. That petitioner testified that they do not plan to construct any additions to the existing buildings on the subject property and that petitioner will only make cosmetic improvements to the property, such as new roofing, siding, windows, paint, and improve the existing parking with ten (10) parking spaces.
6. That petitioner testified that the proposed business would have 10-15 employees on a daily basis, with 1-3 employees in the office.
7. That petitioner testified that their business operations allow for their employees to arrive at the subject property in their personal vehicles, park their vehicle, and then take a company vehicle, equipment, or truck to a designated construction site.
 - a. Furthermore, that at the end of the day, employees would return to the subject property, drop off the company vehicle, equipment, or truck, and leave the property in their personal vehicle.
8. That petitioner testified that they have requested the reduction in front and rear yards, due to the long/narrow lot configuration of the subject property and that use of the existing buildings and property requires the requested zoning relief.
9. That petitioner testified that all of the adjacent properties and existing land uses are largely commercial and that the trend of development on St. Charles Road/Schmale Road is towards commercial uses, a further indication that the B-2 Zoning District would be appropriate zoning district for the subject property.
 - a. That petitioner testified that the adjacent property to the north is the Great Western Trail and Commonwealth Edison, to the west is an animal hospital, to the south is a commercial shopping center/restaurants, and to the east is vacant land with a telecommunications tower.
 - b. In addition, that petitioner testified that the subject property would not be suitable for residential use due to the existing lot configuration and close proximity to St. Charles Road/Schmale Road, and that the B-2 Zoning District would be a suitable zoning district for the subject property.

STANDARDS FOR MAP AMENDMENT (REZONING):

That the Zoning Board of Appeals finds that petitioner **has demonstrated** that the granting of the map amendment (rezoning) is in harmony with the general purpose and intent of the Zoning Ordinance, and that the petitioner has demonstrated the following standards for a map amendment (rezoning):

1. Existing uses of property within the general area of the property in question, as petitioner **has demonstrated** that the property located directly west of the subject property is located within the Village of Carol Stream with a commercial use for an animal hospital; that the property directly north of the subject property is zoned R-4 Single Family Residential and is a recreational use with the Great Western Trail; that the property located directly east of the subject property is zoned R-4 Single Family Residential and is vacant with a telecommunications tower; and that the properties located directly south of the subject property are located within the Village of Carol Stream with commercial uses, such as shopping centers and restaurants.
2. The zoning classification of property within the general area of the property in question, as petitioner

has demonstrated that the property located directly west of the subject property is located within the Village of Carol Stream with a commercial use for an animal hospital; that the property directly north of the subject property is zoned R-4 Single Family Residential and is a recreational use with the Great Western Trail; that the property located directly east of the subject property is zoned R-4 Single Family Residential and is vacant with a telecommunications tower; and that the properties located directly south of the subject property are located within the Village of Carol Stream with commercial uses, such as shopping centers and restaurants.

3. The suitability of the property in question for the uses permitted under the existing zoning classification, as petitioner **has demonstrated** that there is no demand for the subject property to be developed as a residential property due to the location of the subject property on St. Charles Road/Schmale Road, the close proximity to surrounding commercial uses, and due to the long and narrow existing lot configuration.
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification, as petitioner **has demonstrated** that the trend of development in the general area, specifically in the last ten (10) years, is towards commercial land uses.
5. The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property, as petitioner **has demonstrated** that the subject property has not been used as a residential property and was previously used as a horse stable/horse boarding facility.
6. The extent to which the property values are diminished by particular zoning restrictions, as petitioner **has demonstrated** that the subject zoning relief will improve the subject property and will be consistent with the surrounding land uses and zoning districts.

STANDARDS FOR VARIATIONS AND CONDITIONAL USES:

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.
2. That the Zoning Board of Appeals finds that petitioner **has demonstrated** 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 they will not construct any new buildings on the subject property and will utilize all existing buildings, and therefore will not impair an adequate supply of light and air to the adjacent properties.
 - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will only be making cosmetic improvements to the subject property and that they will not increase the hazard from fire or other dangers.

- c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that all of the properties surrounding the subject property are a commercial use, and that the proposed construction/contractor's office and yard will not diminish the value of land and buildings throughout the County.
- d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed use as a construction/contractor's office and yard will not bring in customers or members of the public, and that they will 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 they will utilize the existing buildings on the subject property and will not increase the potential for flood damages to adjacent properties.
- f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that they will utilize the existing buildings on the subject property and will 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 surrounding land uses are primarily commercial and that the proposed construction/contractor's office and yard will not adversely impact the public health, safety, comfort, morals, and general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000070 Flash Property Management, LLC.	
ZONING REQUEST	1. Rezoning from R-4 Single-Family Residential to B-2 General Business; 2. Variation to reduce the north rear yard setback from required 40' to approximately 10'; 3. Variation to reduce the east interior side yard setback from 40' to approximately 10'; and 4. Reduction and Use of Yards by Conditional Use Procedure: a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20'; b. Conditional Use to reduce the west interior side yard setback by 50% from required 20' to approximately 10'.	
OWNER	FLASH PROPERTY MANAGEMENT, LLC., P.O BOX 723, BLOOMINGDALE, IL 60108/ AGENT: PHILLIP A. LUETKEHANS AND BRIAN J. ARMSTRONG, LUETKEHANS, BRADY, GARNER, & ARMSTRONG, LLC., 105 E. IRVING PARK ROAD, ITASCA, IL 60143	
ADDRESS/LOCATION	24W280 ST. CHARLES ROAD, CAROL STREAM, IL 60188	
PIN	05-04-202-002	
TWSP./CTY. BD. DIST.	MILTON	DISTRICT 6
ZONING/LUP	R-4 SF RES	OFFICE LOW
AREA	2.91 ACRES (126,760 SQ. FT.)	
UTILITIES	WELL AND SEPTIC	
PUBLICATION DATE	Daily Herald: OCTOBER 25, 2023	
PUBLIC HEARING	THURSDAY, NOVEMBER 9, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Objects. "PVC shed shown on site plan and final plat is encroaching on the County's Great Western Trail ROW. The shed encroachment should be relocated prior to a reduction of rear-yard setback requirements."	
Health:	No Objections with the concept of the petition. Additional information may be required at time of permit application. (See attached documentation)	
Stormwater:	No Objections with the concept of the petition. Additional information may be required at time of permit application.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Carol Stream:	<i>No Comments Received.</i>	
Village of Glendale Heights:	"Village of Glendale Heights has no issue with this proposal as it is not contiguous to village boundaries nor will have a direct impact to our community."	
Village of Glen Ellyn:	<i>No Comments Received.</i>	
City of Wheaton:	<i>No Comments Received.</i>	

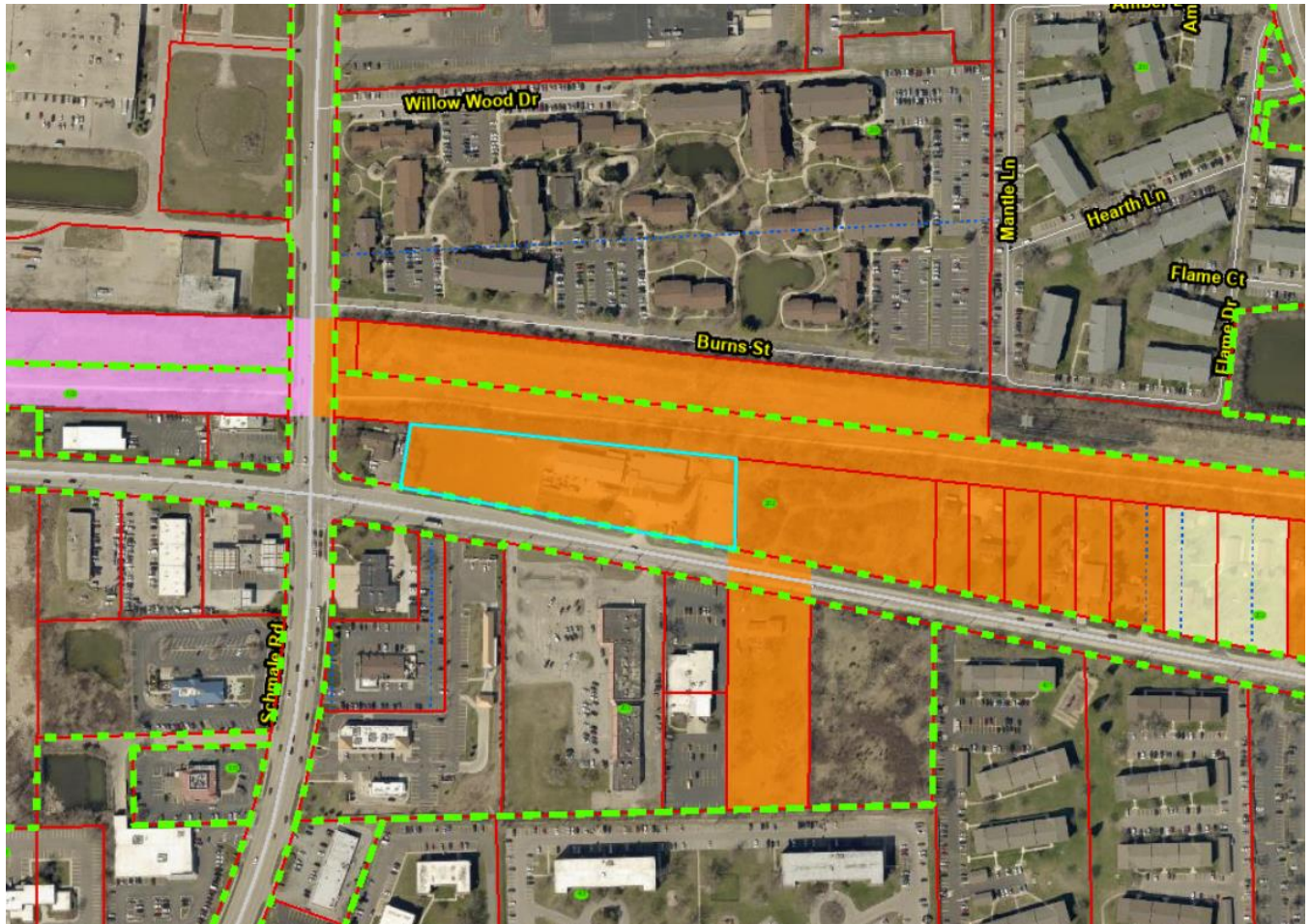
Village of Winfield:	<i>No Comments Received.</i>
Milton Township:	<i>No Comments Received.</i>
Township Highway:	No Objections with the concept of the petition. Additional information may be required at time of permit application.
Carol Stream Fire Dist.:	No Objections with the concept of the petition. Additional information may be required at time of permit application.
Sch. Dist. 200:	<i>No Comments Received.</i>
Forest Preserve:	<i>No Comments Received.</i>

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Front Yard:	40'	APPROX. 20'	APPROX. 20'
Int. Side Yard:	40'	APPROX. 2.9'	APPROX. 10'
Int. Side Yard:	20'	APPROX. 1.2'	APPROX. 10'
Rear Yard:	40'	APPROX. 3.2'	APPROX. 10'

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-4 SF RES	EQUESTRIAN	OFFICE LOW
North	R-4 SF RES	OPEN SPACE/TRAIL	OFFICE LOW
South	ST. CHARLES ROAD AND BEYOND VILLAGE OF CAROL STREAM	COMMERCIAL	VILLAGE OF CAROL STREAM
East	R-4 SF RES	VACANT	OFFICE LOW
West	VILLAGE OF CAROL STREAM	MEDICAL	VILLAGE OF CAROL STREAM





**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

DU PAGE COUNTY ZONING BOARD OF APPEALS Zoning Petition ZONING-23-000070 Flash Property Management, LLC.

Please review the information herein and return with your comments to:
Jessica Infelise, DuPage County Building and Zoning Department, 421 North County Farm
Road, Wheaton, Illinois 60187; or via email at Jessica.Infelise@dupageco.org or via facsimile
at 630-407-6702 by November 8, 2023.

COMMENT SECTION:	
<input type="checkbox"/> OUR OFFICE HAS NO JURISDICTION IN THIS MATTER	
<input type="checkbox"/> NO OBJECTION/CONCERNS WITH THE PETITION	
<input type="checkbox"/> NO OBJECTION/CONCERNS WITH THE CONCEPT OF THE PETITION.	
ADDITIONAL INFORMATION MAY BE REQUIRED AT TIME OF PERMIT APPLICATION	
<input checked="" type="checkbox"/> I OBJECT/ HAVE CONCERNS WITH THE PETITION.	
COMMENTS: PVC shed shown on site plan and final plat is encroaching on the County's Great Western Trail ROW. The shed encroachment should be relocated prior to a reduction of rear-yard setback requirements.	
SIGNATURE: [REDACTED] DATE: 10/26/2023	
MUNICIPALITY/TOWNSHIP/AGENCY/DEPARTMENT: DuDOT	
GENERAL ZONING CASE INFORMATION	
CASE #/PETITIONER	ZONING-23-000070 Flash Property Management, LLC.
ZONING REQUEST	1. Rezoning from R-4 Single-Family Residential to B-2 General Business; 2. Variation to reduce the north rear yard setback from required 40' to approximately 10'; 3. Variation to reduce the east interior side yard setback from 40' to approximately 10'; and 4. Reduction and Use of Yards by Conditional Use Procedure: a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20'; b. Conditional Use to reduce the west interior side yard setback by 50% from required 20' to approximately 10'.
OWNER	FLASH PROPERTY MANAGEMENT, LLC., P.O. BOX 723, BLOOMINGDALE, IL 60108/ AGENT: PHILLIP A. LUETKEHANS AND BRIAN J. ARMSTRONG, LUETKEHANS, BRADY, GARNER, & ARMSTRONG, LLC., 105 E. IRVING PARK ROAD, ITASCA, IL 60143
ADDRESS/LOCATION	24W280 ST. CHARLES ROAD, CAROL STREAM, IL 60188
PIN	05-04-202-002
TWSP./CTY. BD. DIST.	MILTON DISTRICT 6
ZONING/LUP	R-4 SF RES OFFICE LOW

1

Jack T. Knuepfer Administration Building, 421 N. County Farm Road, Wheaton, Illinois 60187



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

DU PAGE COUNTY ZONING BOARD OF APPEALS Zoning Petition ZONING-23-000070 Flash Property Management, LLC.

Please review the information herein and return with your comments to:

Jessica Infelise, DuPage County Building and Zoning Department, 421 North County Farm Road, Wheaton, Illinois 60187; or via email at Jessica.Infelise@dupageco.org or via facsimile at 630-407-6702 by **November 8, 2023**.

COMMENT SECTION:	
: OUR OFFICE HAS NO JURISDICTION IN THIS MATTER	
: NO OBJECTION/CONCERNS WITH THE PETITION	
<input checked="" type="checkbox"/> : NO OBJECTION/CONCERNS WITH THE CONCEPT OF THE PETITION. ADDITIONAL INFORMATION MAY BE REQUIRED AT TIME OF PERMIT APPLICATION	
: I OBJECT/HAVE CONCERNS WITH THE PETITION.	
COMMENTS: The septic system must be in compliance with Chapter 18, Article III for the conversion from residential to commercial use including section 303.5 facilities not allowed. If 25 or more people per day can use the water from the well it will be classified a Non-Community Water Supply which increases the requirements to use the water from the well.	
SIGNATURE [REDACTED]	DATE: 11-3-23
MUNICIPALITY/TOWNSHIP/AGENCY/DEPARTMENT: Health	
GENERAL ZONING CASE INFORMATION	
CASE #/PETITIONER	ZONING-23-000070 Flash Property Management, LLC.
ZONING REQUEST	1. Rezoning from R-4 Single-Family Residential to B-2 General Business; 2. Variation to reduce the north rear yard setback from required 40' to approximately 10'; 3. Variation to reduce the east interior side yard setback from 40' to approximately 10'; and 4. Reduction and Use of Yards by Conditional Use Procedure: a. Conditional Use to reduce the south front yard setback by 50% from required 40' to approximately 20'; b. Conditional Use to reduce the west interior side yard setback by 50% from required 20' to approximately 10'.
OWNER	FLASH PROPERTY MANAGEMENT, LLC., P.O BOX 723, BLOOMINGDALE, IL 60108/ AGENT: PHILLIP A. LUETKEHANS AND BRIAN J. ARMSTRONG, LUETKEHANS, BRADY, GARNER, & ARMSTRONG, LLC., 105 E. IRVING PARK ROAD, ITASCA, IL 60143
ADDRESS/LOCATION	24W280 ST. CHARLES ROAD, CAROL STREAM, IL 60188
PIN	05-04-202-002
TWSP/CTY. BD. DIST.	MILTON DISTRICT 6
ZONING/LUP	R-4 SF RES OFFICE LOW
AREA	2.91 ACRES (126,760 SQ. FT.)

1

Jack T. Knuepfer Administration Building, 421 N. County Farm Road, Wheaton, Illinois 60187



File #: DC-O-0003-24

Agenda Date: 1/16/2024

Agenda #: 12.D.

Zoning Petition ZONING-23-000085 Beilani

WHEREAS, a public hearing was held on November 29, 2023 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 auto sales (selling on the internet) in the B-1 Local Business

District, on the property hereinafter described:

PARCEL 1: THE SOUTH 180 FEET AS MEASURED IN THE EASTERLY AND WESTERLY LINES OF LOT 3 IN RAMBLIN ROSE SOUTH ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1968 AS DOCUMENT R68-9754.

PARCEL 2: A NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO PARCEL 1 FOR THE PURPOSE OF INGRESS AND EGRESS OVER A 25 FOOR PARCEL OF LAND LYING NORTH OF AND ADJACENT TO THE NORTHERLY LINE OF PARCEL 1, RECORDED DECEMBER 29, 1978, AND KNOWN AS DOCUMENT R78-125107.

PARCEL 3: A NON-EXCLUSIVE, PERPETUAL EASEMENT, APPURTENANT TO PARCEL 1, FOR THE PURPOSE OF INGRESS AND EGRESS TO AND FROM PARCEL 1 AND FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RENEWING STORM SEWER LINE, SANITARY SEWER LINE, WATER LINE, GAS LINE, AND ELECTRICAL LINE, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: A PARCEL OF LAND COMMENCING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF PARCEL 1 AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 83; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 83, TO THE POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF MOCKINGBIRD LANE; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF MOCKINGBIRD LANE, TO THE POINT OF INTERSECTIUON WITH THE EASTERLY BOUNDARY OF LILAC LANE EXTENDED; THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF LILAC LANE, EXTENDED TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROPERTY LINE OF PARCEL 1; THENCE EASTERLY ALONG THE SOUTHERLY PROPERTY LINE OF PARCEL 1, TO THE POINT OF BEGINNING, RECORDED DECEMBER 22, 1978 AS DOCUMENT R78-123155; 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 November 29, 2023 does find as follows:

FINDINGS OF FACT:

- A. That petitioner testified that he seeks the subject zoning relief to allow auto sales (selling on the internet) in the B-1 Local Business District.
- B. That petitioner testified that the luxury car sales would be completed through appointment only and not open to the public.
- C. That petitioner testified that no advertising signs or balloons would be present on the subject property for the proposed auto sales business.
- D. That petitioner testified that the proposed auto sales business hours would be 9 AM - 6 PM and closed on Sundays.
- E. That petitioner testified that they would have fifty (50) electric and luxury cars for sale, at maximum.
- F. That the Zoning Hearing Officer finds that petitioner has not demonstrated or provided sufficient evidence for a Conditional Use to allow auto sales (selling on the internet) in the B-1 Local Business District. In addition, that the Zoning Hearing Officer finds that petitioner did not demonstrate or provide evidence regarding the required Standards for Conditional Uses.
 - a. Furthermore, that the Zoning Hearing Officer finds that petitioner did not address concerns from the Tri-State Fire Protection District regarding improvements to the site, such as the installation of a fire hydrant.

STANDARDS FOR CONDITIONAL USES:

- 1. That the Zoning Board of Appeals finds that petitioner **has not 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 not demonstrated** or provided sufficient evidence that the proposed auto sales business will not impair an adequate supply of light and air to the adjacent property.
 - b. Increase the hazard from fire or other dangers to said property as petitioner **has not demonstrated** or provided sufficient evidence that the proposed auto sales business will not increase the hazard from fire or other dangers to said property.
 - c. Diminish the value of land and buildings throughout the County as petitioner **has not demonstrated** or provided sufficient evidence that the proposed auto sales business will not diminish the value of land and buildings throughout the County.

- d. Unduly increase traffic congestion in the public streets and highways as petitioner **has not demonstrated** or provided sufficient evidence that the proposed auto sales business will not unduly increase traffic congestion in the public streets and highways.
- e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** or provided evidence that the proposed auto sales business 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 not demonstrated** or provided evidence that the proposed auto sales business will 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 not demonstrated** or provided evidence that the proposed auto sales business will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000085 Beilani	
ZONING REQUEST	Conditional Use to allow auto sales (selling on in the B-1 Local Business District.	
OWNER	CARITE REALTY, LLC., 10S710 KINGERY WILLOWBROOK, IL 60527/ CARITE REAL 101 W 14 MILE, MADISON HTS, MI 48071/ MOHANAD BEILANI, 10S710 KINGERY H WILLOWBROOK, IL 60527	
ADDRESS/LOCATION	10S710 KINGERY HWY, WILLOWBROOK,	
PIN	10-02-303-010	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 3
ZONING/LUP	B-1 LOCAL BUSINESS	LOCAL COMMERCIAL
AREA	1.59 ACRES (69,260 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: NOVEMBER 14, 2023	
PUBLIC HEARING	WEDNESDAY, NOVEMBER 29, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	No Comments Received.	

Health:	Our office has no jurisdiction in this matter.
Stormwater:	Our office has no jurisdiction in this matter.
Public Works:	No Objection with the concept of the petition. Additional information is provided at the time of permit application. "We are the sanitary sewer and water provider."
EXTERNAL:	
Village of Burr Ridge:	(See attached documentation)
City of Darien:	No Objections.
Village of Lemont:	<i>No Comments Received.</i>
Downers Grove Township:	<i>No Comments Received.</i>
Township Highway:	Our office has no jurisdiction in this matter.
Tri-State Fire Dist.:	(See attached documentation)
Sch. Dist. 180:	No Objections.
Sch. Dist. 86:	No Objections.
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."

LAND USE

Location	Zoning	Existing Use	LUP
Subject	B-1 Local Business	Commercial	Local Commercial
North	B-1 Local Business	Commercial	Local Commercial
South	Mockingbird Lane and beyond R-6 General Residential	Multi-Family	Multi-Family 5-15 DU AC
East	Route 83 and beyond Village of Burr Ridge	House	Village of Burr Ridge
West	R-6 General Residential	Multi-Family	Multi-Family 15+ DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on November 29, 2023, recommends to deny the following zoning relief:

Conditional Use to allow auto sales (selling on the internet) in the B-1 Local Business District.

ZHO Recommendation to Deny

WHEREAS, the County Board Development Committee on January 16, 2024, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and on a motion to approve, the motion failed relative to the following zoning relief:

Conditional Use to allow auto sales (selling on the internet) in the B-1 Local Business District.

Development Committee VOTE (Motion to Approve Failed): 0 Ayes, 5 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 auto sales (selling on the internet) in the B-1 Local Business

District, on the property hereinafter described:

PARCEL 1: THE SOUTH 180 FEET AS MEASURED IN THE EASTERLY AND WESTERLY LINES OF LOT 3 IN RAMBLIN ROSE SOUTH ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1968 AS DOCUMENT R68-9754.

PARCEL 2: A NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO PARCEL 1 FOR THE PURPOSE OF INGRESS AND EGRESS OVER A 25 FOOT PARCEL OF LAND LYING NORTH OF AND ADJACENT TO THE NORTHERLY LINE OF PARCEL 1, RECORDED DECEMBER 29, 1978, AND KNOWN AS DOCUMENT R78-125107.

PARCEL 3: A NON-EXCLUSIVE, PERPETUAL EASEMENT, APPURTENANT TO PARCEL 1, FOR THE PURPOSE OF INGRESS AND EGRESS TO AND FROM PARCEL 1 AND FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RENEWING STORM SEWER LINE, SANITARY SEWER LINE, WATER LINE, GAS LINE, AND ELECTRICAL LINE, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: A PARCEL OF LAND COMMENCING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF PARCEL 1 AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 83; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 83, TO THE POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF MOCKINGBIRD LANE; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF MOCKINGBIRD LANE, TO THE POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY OF LILAC LANE EXTENDED; THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF LILAC LANE, EXTENDED TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROPERTY LINE OF PARCEL 1; THENCE EASTERLY ALONG THE SOUTHERLY PROPERTY LINE OF PARCEL 1, TO THE POINT OF BEGINNING, RECORDED DECEMBER 22, 1978 AS DOCUMENT R78-123155; and

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; CARITE REALTY, LLC., 10S710 KINGERY HWY, WILLOWBROOK, IL 60527/ CARITE REALTY, LLC., 101 W 14 MILE, MADISON HTS, MI 48071/ AGENT: MOHANAD BEILANI, 10S710 KINGERY HWY, WILLOWBROOK, IL 60527; and Township Assessor, Downers Grove Township, 4340 Prince Street, Downers Grove, IL 60515.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

MEMORANDUM

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: January 16, 2024

RE: **ZONING-23-000085 Beilani (Downers Grove/District 3)**

DuPage County Board: January 23, 2024:

Development Committee: January 16, 2024: The Motion to Approve Failed relative to the following zoning relief:

Conditional Use to allow auto sales (selling on the internet) in the B-1 Local Business District.

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

Zoning Hearing Officer: November 29, 2023: The Zoning Hearing Officer recommended to deny the following zoning relief:

Conditional Use to allow auto sales (selling on the internet) in the B-1 Local Business District.

ZHO Recommendation to Deny

FINDINGS OF FACT:

- A. That petitioner testified that he seeks the subject zoning relief to allow auto sales (selling on the internet) in the B-1 Local Business District.
- B. That petitioner testified that the luxury car sales would be completed through appointment only and not open to the public.

- C. That petitioner testified that no advertising signs or balloons would be present on the subject property for the proposed auto sales business.
- D. That petitioner testified that the proposed auto sales business hours would be 9 AM – 6 PM and closed on Sundays.
- E. That petitioner testified that they would have fifty (50) electric and luxury cars for sale, at maximum.
- F. That the Zoning Hearing Officer finds that petitioner has not demonstrated or provided sufficient evidence for a Conditional Use to allow auto sales (selling on the internet) in the B-1 Local Business District. In addition, that the Zoning Hearing Officer finds that petitioner did not demonstrate or provide evidence regarding the required Standards for Conditional Uses.
 - a. Furthermore, that the Zoning Hearing Officer finds that petitioner did not address concerns from the Tri-State Fire Protection District regarding improvements to the site, such as the installation of a fire hydrant.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Board of Appeals finds that petitioner **has not 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 not demonstrated** or provided sufficient evidence that the proposed auto sales business will not impair an adequate supply of light and air to the adjacent property.
 - b. Increase the hazard from fire or other dangers to said property as petitioner **has not demonstrated** or provided sufficient evidence that the proposed auto sales business will not increase the hazard from fire or other dangers to said property.
 - c. Diminish the value of land and buildings throughout the County as petitioner **has not demonstrated** or provided sufficient evidence that the proposed auto sales business will not diminish the value of land and buildings throughout the County.
 - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has not demonstrated** or provided sufficient evidence that the proposed auto sales business will not unduly increase traffic congestion in the public streets and highways.
 - e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** or provided evidence that the proposed auto sales business 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 not demonstrated** or provided evidence that the proposed auto sales business will 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 not demonstrated** or provided evidence that the proposed auto sales business will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

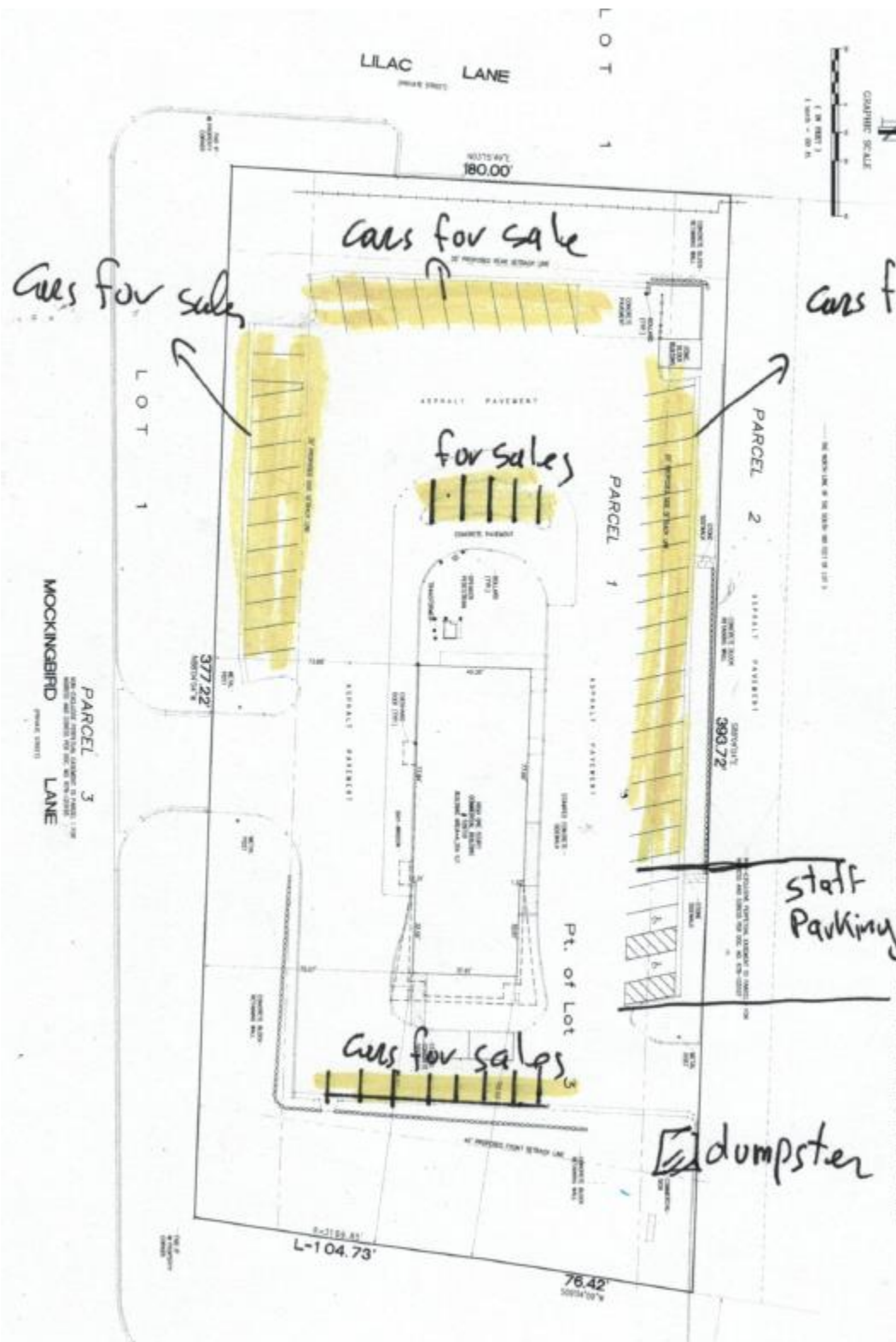
PETITIONER'S DEVELOPMENT FACT SHEET

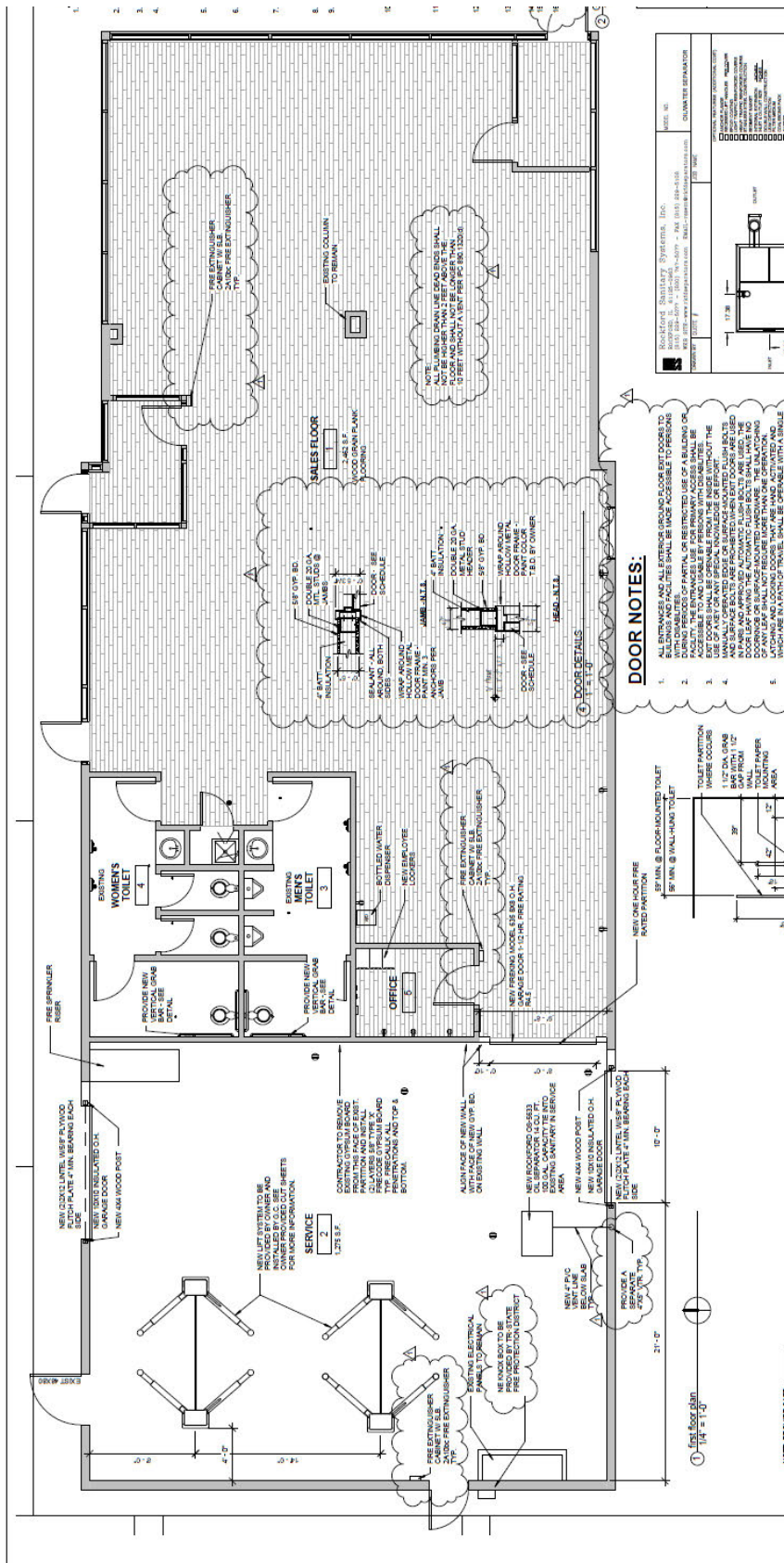
GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000085 Beilani	
ZONING REQUEST	Conditional Use to allow auto sales (selling on the internet) in the B-1 Local Business District.	
OWNER	CARITE REALTY, LLC., 10S710 KINGERY HWY, WILLOWBROOK, IL 60527/ CARITE REALTY, LLC., 101 W 14 MILE, MADISON HTS, MI 48071/ AGENT: MOHANAD BEILANI, 10S710 KINGERY HWY, WILLOWBROOK, IL 60527	
ADDRESS/LOCATION	10S710 KINGERY HWY, WILLOWBROOK, IL 60527	
PIN	10-02-303-010	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 3
ZONING/LUP	B-1 LOCAL BUSINESS	LOCAL COMMERCIAL
AREA	1.59 ACRES (69,260 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: NOVEMBER 14, 2023	
PUBLIC HEARING	WEDNESDAY, NOVEMBER 29, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	No Comments Received.	
Health:	Our office has no jurisdiction in this matter.	
Stormwater:	Our office has no jurisdiction in this matter.	
Public Works:	No Objection with the concept of the petition. Additional information may be required at time of permit application. “We are the sanitary sewer and water provider.”	
EXTERNAL:		
Village of Burr Ridge:	(See attached documentation)	
City of Darien:	No Objections.	
Village of Lemont:	No Comments Received.	
Downers Grove Township:	No Comments Received.	
Township Highway:	Our office has no jurisdiction in this matter.	

Tri-State Fire Dist.:	(See attached documentation)
Sch. Dist. 180:	No Objections.
Sch. Dist. 86:	No Objections.
Forest Preserve:	“The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you.”

LAND USE

Location	Zoning	Existing Use	LUP
Subject	B-1 Local Business	Commercial	Local Commercial
North	B-1 Local Business	Commercial	Local Commercial
South	Mockingbird Lane and beyond R-6 General Residential	Multi-Family	Multi-Family 5-15 DU AC
East	Route 83 and beyond Village of Burr Ridge	House	Village of Burr Ridge
West	R-6 General Residential	Multi-Family	Multi-Family 15+ DU AC











RE: DuPage County Zoning Notification - ZONING-23-000085 Beilani



Lawrence Link <lawrencelink@tristatefd.com>

To: Infelise, Jessica
Cc: DeDe Terpstra

Reply Reply All Forward ...

Thu 11/16/2023 10:35 AM

[Caution: This email originated outside Dupageco.org. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

The Car-Rite project opened January 14, 2021.

We received notice on 12-29-2022 that the project was closed and Car-Rite would be selling the building.

There are several issues from the original project that remain unresolved including the requirement for installation of a fire hydrant.

I'm not interested in re-opening this project only to have the same push back regarding required improvements.

At the very least, they would have to request a new permit and work on the same issues that were problematic in 2021.



Lawrence P. Link

Director
Fire Prevention Bureau
Tri-State Fire Protection District
236 Sunrise Avenue
Willowbrook, IL 60527
Office: 630-654-6284



November 27, 2023

Jessica Infelise
DuPage County Building and Zoning Department
421 North County Farm Rd.
Wheaton, IL 60187

Via email to Jessica.infelise@dupageco.org

Re: Zoning Petition ZONING-23-000085 Beilani

Dear Ms. Infelise,

On November 20, 2023, the Village of Burr Ridge Plan Commission/Zoning Board of Appeals performed an extraterritorial review of the conditional use request to allow for auto sales at 10S710 Kingery Highway, Willowbrook, IL 60527. This property is located to the west across from Village of Burr Ridge limits (east side of Kingery Highway).

While the Commissioners did not object to the use, they did have questions about the use which were not answered in the application materials:

- What is name of the auto sales company?
- Are there other locations and where?
- What is the business plan?
- What are the hours and days of operation?
- Are customers by appointment only or walk-ins?
- What kind of vehicles are for sale (i.e. passenger, trucks, vans, etc.) and what are the price-points (i.e. high end, luxury, used, etc.)?
- Will any repair work be performed on site? If so, is this indoors or outside?
- Where will the vehicles be displayed and stored, indoors or outside?
- What kind of security will be provided if the vehicles are outside (i.e. cameras, fencing, gates, etc.)?
- Will there be new parking lot lighting installed? If so, the Commission recommends that the lights be properly angled and shielded to prevent glare and light spillover.

Additionally, the Commission recommends that no sales signs, balloons, banners, streamers, inflatables, or other attention-getting devices be allowed. Currently the Waffles restaurant has several of these items which are distracting along an already dangerous stretch of road. The Commission also recommends that the landscaping be improved on this property since it has been vacant for a few years and there is tall grass, weeds, and an overall lack of maintenance of both the site and structure.

Should you have any questions, please do not hesitate to contact me at jfarrell@burr-ridge.gov or (630) 654-8181 x 6100.

Sincerely,



Janine Farrell, AICP
Community Development Director

www.burr-ridge.gov
630.654.8181



File #: DC-O-0004-24

Agenda Date: 1/16/2024

Agenda #: 12.E.

Zoning Petition ZONING-23-000086 Davis Land Holdings, LLC.

WHEREAS, a public hearing was held on November 29, 2023 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 increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage), on the property hereinafter described:

LOT 23 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948 AS DOCUMENT 555355, 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 November 29, 2023 does find as follows:

FINDINGS OF FACT:

- A. That petitioner testified that the subject zoning relief is to allow a Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage).
- B. That petitioner testified that he has lived at the subject property for one (1) year.
- C. That petitioner testified that the subject property is approximately two (2) acres in size and has an existing 1,504 sq. ft. detached accessory building that is used for storage of household accessory equipment.
- D. That petitioner testified that he requires additional space on the subject property due to the lack of storage within the existing house and the attached garage that has been turn into a hobby room, and that he

requires an enclosed space to safely store his permitted four (4) passenger vehicles from the elements.

- E. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence to allow a Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage) and that the proposed detached accessory building will not impact adjacent properties and roadways, will not impact drainage, and will not impede ventilation and light to the subject property or adjacent properties.

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 proposed increase of the total area of detached accessory buildings will not impact or impair the supply of light and air to adjacent properties and will meet all required setbacks.
 - 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 proposed detached accessory building and that it will be 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 proposed increase of the total area of detached accessory buildings will not diminish the value of land and that the neighbors do not object.
 - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed detached accessory building will be located behind the front wall of the home and will not impact traffic.
 - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the proposed detached accessory building.
 - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the proposed detached accessory building.
 - 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 increase of the total area of detached accessory buildings will not have any impact on adjacent properties and roadways, will not impact on drainage, and will not impede ventilation and light to the subject property or adjacent properties.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000086 Davis Land Holdings, LLC	
ZONING REQUEST	Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage)	
OWNER	DAVIS LAND HOLDINGS, LLC., 2N580 JEFFERSON ROAD, WEST CHICAGO, IL 60185/ AGENT DAVID DAVIS, 2N580 JEFFERSON ROAD, WEST CHICAGO, IL 60185	
ADDRESS/LOCATION	2N580 JEFFERSON ROAD, WEST CHICAGO, IL 60185	
PIN	01-36-200-013	
TWSP./CTY. BD. DIST.	WAYNE	DISTRICT 6
ZONING/LUP	R-2 SF RES	0-5 DU AC
AREA	2.11 ACRES (91,912 SQ. FT.)	
UTILITIES	WELL AND SEPTIC	
PUBLICATION DATE	Daily Herald: NOVEMBER 14, 2023	
PUBLIC HEARING	WEDNESDAY, NOVEMBER 29, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	No Objections with the concept of the petition. Additional information time of permit application.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Carol Stream:	No Comments Received.	
Village of Winfield:	No Comments Received.	
City of West Chicago:	No Comments Received.	
Wayne Township:	No Comments Received.	
Township Highway:	No Comments Received.	
Carol Stream Fire Dist.	No Objections with the concept of the petition. Additional information time of permit application.	
Sch. Dist. 25:	No Comments Received.	
Sch. Dist. 94:	No Comments Received.	

Forest Preserve:	“The Forest Preserve District of DuPage County staff has reviewed the provided in this notice and due to the sizable distance between the subj District property, we do not have any specific comments. Thank you.”
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GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Floor Area Ratio:	1,494 SQ. FT.	1,504 SQ. FT.	2,128 SQ. FT.

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-2 SF RES	HOUSE	0-5 DU AC
North	JEFFERSON ROAD AND BEYOND R-2 SF RES	HOUSE	0-5 DU AC
South	VILLAGE OF CAROL STREAM	VACANT	VILLAGE OF CAROL STREAM
East	R-2 SF RES	HOUSE	0-5 DU AC
West	VILLAGE OF CAROL STREAM	VACANT	VILLAGE OF CAROL STREAM

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on November 29, 2023, recommends to approve the following zoning relief:

Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage).

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-23-000086 Davis Land Holdings, LLC. dated November 29, 2023.
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 January 16, 2024, 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 increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage).

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-23-000086 Davis Land Holdings, LLC.** dated November 29, 2023.
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 (to Approve): 4 Ayes, 0 Nays, 2 Absent

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

Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage), on the property hereinafter described:

LOT 23 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948 AS DOCUMENT 555355, 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-23-000086 Davis Land Holdings, LLC.** dated November 29, 2023.
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; DAVIS LAND HOLDINGS, LLC., 2N580 JEFFERSON ROAD, WEST CHICAGO, IL 60185/ AGENT: DANIEL DAVIS, 2N580 JEFFERSON ROAD, WEST CHICAGO, IL 60185; and Township Assessor, Wayne Township, 27W031 North Avenue, West Chicago, IL 60185.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

MEMORANDUM

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: January 16, 2024

RE: **ZONING-23-000086 Davis Land Holdings, LLC.**
(Wayne/District 6)

DuPage County Board: January 23, 2024:

Development Committee: January 16, 2024: The DuPage County Development Committee recommended to approve the following zoning relief:

Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage).

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-23-000086 Davis Land Holdings, LLC.** dated November 29, 2023.
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 (to Approve): 4 Ayes, 0 Nays, 2 Absent

Zoning Hearing Officer: November 29, 2023: The Zoning Hearing Officer recommended to approve the following zoning relief:

Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage).

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-23-000086 Davis Land Holdings, LLC. dated November 29, 2023.
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

FINDINGS OF FACT:

- A. That petitioner testified that the subject zoning relief is to allow a Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage).
- B. That petitioner testified that he has lived at the subject property for one (1) year.
- C. That petitioner testified that the subject property is approximately two (2) acres in size and has an existing 1,504 sq. ft. detached accessory building that is used for storage of household accessory equipment.
- D. That petitioner testified that he requires additional space on the subject property due to the lack of storage within the existing house and the attached garage that has been turn into a hobby room, and that he requires an enclosed space to safely store his permitted four (4) passenger vehicles from the elements.
- E. That the Zoning Hearing Officer finds that petitioner has demonstrated evidence to allow a Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage) and that the proposed detached accessory building will not impact adjacent properties and roadways, will not impact drainage, and will not impede ventilation and light to the subject property or adjacent properties.

ZHO Recommendation to Approve

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 proposed increase of the total area of detached accessory buildings will not impact or impair the supply of light and air to adjacent properties and will meet all required setbacks.
 - 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 proposed detached accessory building and that it will be 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 proposed increase of the total area of detached accessory buildings will not diminish the value of land and that the neighbors do not object.
 - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed detached accessory building will be located behind the front wall of the home and will not impact traffic.
 - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the proposed detached accessory building.
 - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the proposed detached accessory building.
 - 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 increase of the total area of detached accessory buildings will not have any impact on adjacent properties and roadways, will not impact on drainage, and will not impede ventilation and light to the subject property or adjacent properties.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000086 Davis Land Holdings, LLC.	
ZONING REQUEST	Conditional Use to increase the total area of detached accessory buildings from permitted 1,494 sq. ft. to approximately 2,128 sq. ft. (1,504 sq. ft. for existing detached garage and 624 for proposed detached garage).	
OWNER	DAVIS LAND HOLDINGS, LLC., 2N580 JEFFERSON ROAD, WEST CHICAGO, IL 60185/ AGENT: DANIEL DAVIS, 2N580 JEFFERSON ROAD, WEST CHICAGO, IL 60185	
ADDRESS/LOCATION	2N580 JEFFERSON ROAD, WEST CHICAGO, IL 60185	
PIN	01-36-200-013	
TWSP./CTY. BD. DIST.	WAYNE	DISTRICT 6
ZONING/LUP	R-2 SF RES	0-5 DU AC
AREA	2.11 ACRES (91,912 SQ. FT.)	
UTILITIES	WELL AND SEPTIC	
PUBLICATION DATE	Daily Herald: NOVEMBER 14, 2023	
PUBLIC HEARING	WEDNESDAY, NOVEMBER 29, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	No Objections with the concept of the petition. Additional information may be required at time of permit application.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Carol Stream:	<i>No Comments Received.</i>	
Village of Winfield:	<i>No Comments Received.</i>	
City of West Chicago:	<i>No Comments Received.</i>	
Wayne Township:	<i>No Comments Received.</i>	
Township Highway:	<i>No Comments Received.</i>	
Carol Stream Fire Dist.:	No Objections with the concept of the petition. Additional information may be required at time of permit application.	
Sch. Dist. 25:	<i>No Comments Received.</i>	
Sch. Dist. 94:	<i>No Comments Received.</i>	
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."	

GENERAL BULK REQUIREMENTS:

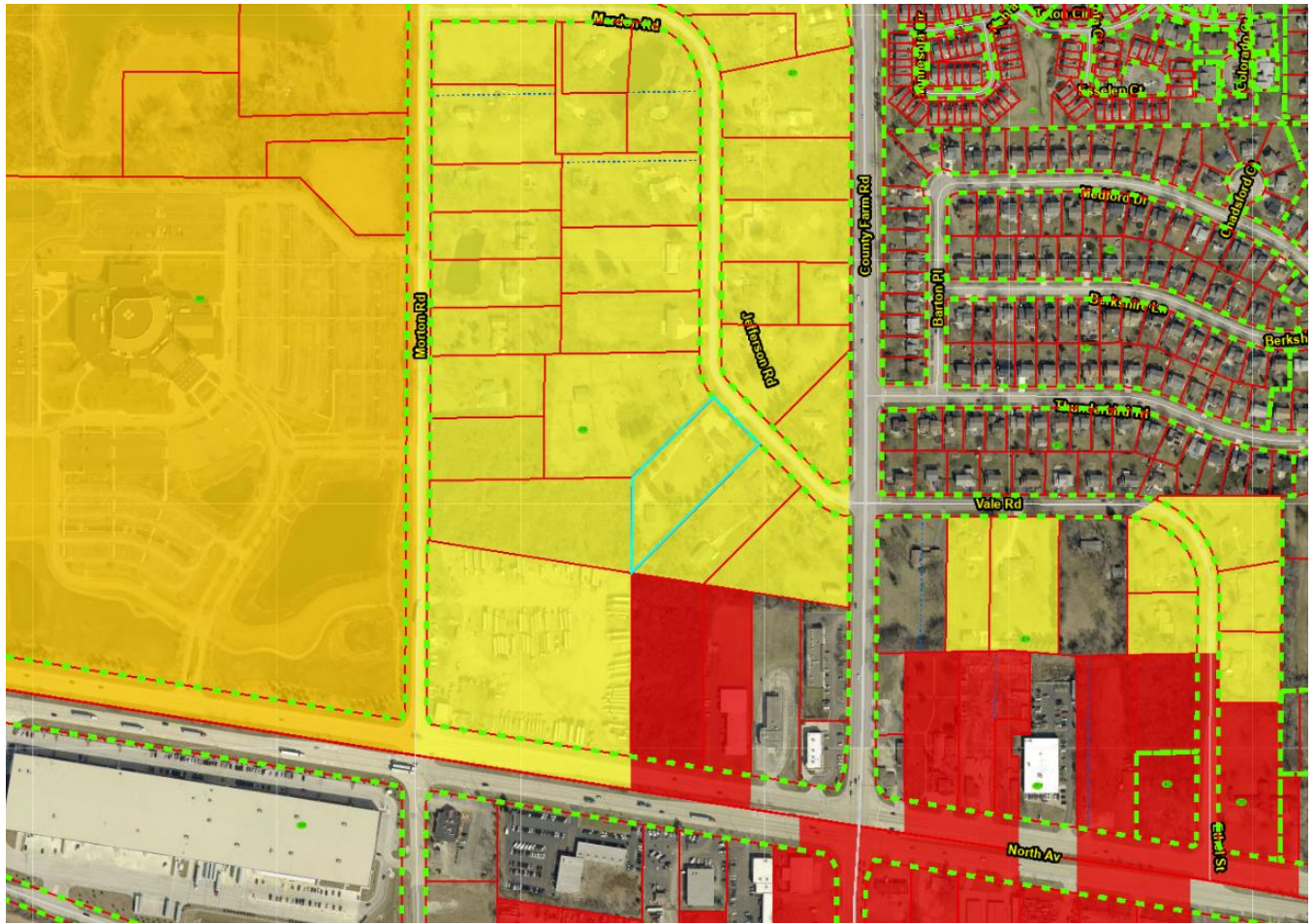
REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Floor Area Ratio:	1,494 SQ. FT.	1,504 SQ. FT.	2,128 SQ. FT.

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-2 SF RES	HOUSE	0-5 DU AC
North	JEFFERSON ROAD AND BEYOND R-2 SF RES	HOUSE	0-5 DU AC
South	VILLAGE OF CAROL STREAM	VACANT	VILLAGE OF CAROL STREAM
East	R-2 SF RES	HOUSE	0-5 DU AC
West	VILLAGE OF CAROL STREAM	VACANT	VILLAGE OF CAROL STREAM











File #: DC-O-0005-24

Agenda Date: 1/16/2024

Agenda #: 12.F.

Zoning Petition ZONING-23-000087 Route 53 Cafe

WHEREAS, a public hearing was held on November 29, 2023 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 for a Class B/Tavern Restaurant in a B-1 Local Business District, on the property hereinafter described:

LOT 1 IN BUTTERFIELD COMMONS ASSESSMENT PLAT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 32, BOTH IN TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1987, AS DOCUMENT R87-118396, 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 November 29, 2023 does find as follows:

FINDINGS OF FACT:

- A. That petitioner testified that the subject zoning relief is for a video gaming café, which is considered a Class B Restaurant/Tavern under the B-1 Zoning District.
- B. That petitioner testified that per the State of Illinois, a video gaming café requires a liquor license, which is obtainable under a Class B Restaurant/Tavern for unincorporated DuPage County.
 - a. That petitioner testified that he would be permitted to have up to six (6) video gaming machines.
- C. That petitioner testified that he proposes to sell packaged snacks and beer/wine, and that no food is cooked or prepared on the premises.
- D. That petitioner testified that the proposed hours of operation would be 10 AM - 11 PM Sunday through Thursday, and 10 AM - 12 AM Friday and Saturday.

- E. That petitioner testified that the proposed video gaming café will be operated in the existing building with ample parking and that he does not need to construct anything on the subject property..
- a. Furthermore, that petitioner testified that there is sufficient parking for the proposed video gaming café, as the property is shared with a large banquet facility.
- F. That petitioner testified that the proposed video gaming café will have approximately two (2) employees.
- G. That the Zoning Hearing finds that petitioner has demonstrated sufficient evidence for a Conditional Use for a Class B/Tavern Restaurant in a B-1 Local Business District and that petitioner provided evidence that the proposed video gaming café will be operated in an existing storefront, will not impact adjacent properties, and that they will have sufficient parking for the video gaming café.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Board of Appeals 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 proposed Class B/Tavern Restaurant will be located in an existing building/storefront on the subject property, and therefore will not impair an adequate 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 the proposed Class B/Tavern Restaurant will be operated in an existing building/storefront on the subject property and that he will receive a permit for any construction on the subject property.
- c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** the proposed Class B/Tavern Restaurant will be an added benefit to the area and that the existing storefront is built to the current DuPage County building codes, which will not diminish the value of land and buildings throughout the County.
- d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed Class B/Tavern Restaurant will not unduly increase traffic congestion in the public streets and that petitioner testified that there is sufficient parking on the subject property.
- e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed Class B/Tavern Restaurant will not increase the potential for flood damages, as it will be operated in the existing building on the subject property.
- f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** the proposed Class B/Tavern Restaurant will not incur additional public expense for flood protection, rescue, or relief, as the proposed Class B/Tavern Restaurant will be operated in the existing building on the subject property.

- 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 Class B/Tavern Restaurant will be an added benefit to the area, and that it will be operated in the existing building/storefront on the subject property, which will not impair the public health, safety, comfort, morals, or general welfare.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000087 ROUTE 53 CAFE	
ZONING REQUEST	Conditional Use for a Class B/Tavern Restaurant in a B Local Business District.	
OWNER	MAR LAC HOUSE LTD, 3S002 ROUTE 53, GLEN ELLYN, IL 60137/ AGENT: ROBERT FABBRI, 2095 SANDELL LANE, NORTH AURORA, IL 60542	
ADDRESS/LOCATION	3S002 ROUTE 53, GLEN ELLYN, IL 60137	
PIN	05-35-205-020	
TWSP./CTY. BD. DIST.	MILTON	DISTRICT 4
ZONING/LUP	B-1 LOCAL BUSINESS	LOCAL COMMERCIAL
AREA	6.38 ACRES (277,913 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: NOVEMBER 14, 2023	
PUBLIC HEARING	WEDNESDAY, NOVEMEBR 29, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections with the concept of the petition. Additional information may be requ time of permit application.	
Stormwater:	Our office has no jurisdiction in this matter.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Glen Ellyn:	<i>No Comments Received.</i>	
Village of Downers Grove:	"The Village of Downers Grove has no comments."	
Village of Lombard:	<i>No Comments Received.</i>	
City of Wheaton:	<i>No Comments Received.</i>	
Milton Township:	<i>No Comments Received.</i>	
Township Highway:	No Objections with the concept of the petition. Additional information may be requ time of permit application.	

Lisle-Woodridge Fire Dist.:	"N/A"
Sch. Dist. 89:	<i>No Comments Received.</i>
Sch. Dist. 87:	<i>No Comments Received.</i>
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property District property, we do not have any specific comments. Thank you."

LAND USE

Location	Zoning	Existing Use	LUP
Subject	B-1 LOCAL BUSINESS	COMMERCIAL/ BANQUET FACILITY	LOCAL COMMERCIAL
North	BUTTERFIELD ROAD AND BEYOND R-3 SF RES	HOUSE	
South	B-1 LOCAL BUSINESS	COMMERCIAL	
East	ROUTE 53 AND BEYOND VILLAGE OF DOWNERS GROVE	FOREST PRESERVE	VILLAGE OF DOWNERS GROVE
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 November 29, 2023, recommends to approve the following zoning relief:

Conditional Use for a Class B/Tavern Restaurant in a B-1 Local Business District.

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-23-000087 **Route 53 Cafe** dated November 29, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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 the Conditional Use shall inure only to the owner, MAR LAC HOUSE LTD and/or ROBERT FABBRI, and shall terminate in the event that the owner, or any entity owned or controlled by MAR LAC HOUSE LTD and/or ROBERT FABBRI discontinues operation of the subject Conditional Use on 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 January 16, 2024, 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 for a Class B/Tavern Restaurant in a B-1 Local Business District.

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-23-000087 Route 53 Cafe** dated November 29, 2023.
- 1. That the Conditional Use zoning relief shall expire after five (5) 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.
- 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 Conditional Use shall inure only to the owner, MAR LAC HOUSE LTD and/or ROBERT FABBRI, and shall

terminate in the event that the owner, or any entity owned or controlled by MAR LAC HOUSE LTD and/or ROBERT FABBRI discontinues operation of the subject Conditional Use on the subject property.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

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

Conditional Use for a Class B/Tavern Restaurant in a B-1 Local Business District, on the property hereinafter described:

LOT 1 IN BUTTERFIELD COMMONS ASSESSMENT PLAT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 32, BOTH IN TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1987, AS DOCUMENT R87-118396, 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-23-000087 Route 53 Cafe** dated November 29, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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 the Conditional Use shall inure only to the owner, MAR LAC HOUSE LTD and/or ROBERT FABBRI, and shall terminate in the event that the owner, or any entity owned or controlled by MAR LAC HOUSE LTD and/or ROBERT FABBRI discontinues operation of the subject Conditional Use on 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; MAR LAC HOUSE LTD, 3S002 ROUTE 53, GLEN ELLYN, IL 60137/ AGENT: ROBERT FABBRI, 2095 SANDELL LANE, NORTH AURORA, IL 60542; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

MEMORANDUM

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: January 23, 2024

RE: **ZONING-23-000087 Route 53 Café (Milton/ District 4)**

DuPage County Board: January 23, 2024:

Development Committee: January 16, 2024: The DuPage County Development Committee recommended to approve the following zoning relief:

Conditional Use for a Class B/Tavern Restaurant in a B-1 Local Business District.

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-23-000087 Route 53 Cafe** dated November 29, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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 the Conditional Use shall inure only to the owner, MAR LAC HOUSE LTD and/or ROBERT FABBRI, and shall terminate in the event that the owner, or any entity

owned or controlled by MAR LAC HOUSE LTD and/or ROBERT FABBRI discontinues operation of the subject Conditional Use on the subject property.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

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

Zoning Hearing Officer: November 29, 2023: The Zoning Hearing Officer recommended to approve the following zoning relief:

Conditional Use for a Class B/Tavern Restaurant in a B-1 Local Business District.

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-23-000087 **Route 53 Cafe** dated November 29, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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 the Conditional Use shall inure only to the owner, MAR LAC HOUSE LTD and/or ROBERT FABBRI, and shall terminate in the event that the owner, or any entity owned or controlled by MAR LAC HOUSE LTD and/or ROBERT FABBRI discontinues operation of the subject Conditional Use on the subject property.
5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZHO Recommendation to Approve

FINDINGS OF FACT:

- A. That petitioner testified that the subject zoning relief is for a video gaming café, which is considered a Class B Restaurant/Tavern under the B-1 Zoning District.

- B. That petitioner testified that per the State of Illinois, a video gaming café requires a liquor license, which is obtainable under a Class B Restaurant/Tavern for unincorporated DuPage County.
 - a. That petitioner testified that he would be permitted to have up to six (6) video gaming machines.
- C. That petitioner testified that he proposes to sell packaged snacks and beer/wine, and that no food is cooked or prepared on the premises.
- D. That petitioner testified that the proposed hours of operation would be 10 AM – 11 PM Sunday through Thursday, and 10 AM – 12 AM Friday and Saturday.
- E. That petitioner testified that the proposed video gaming café will be operated in the existing building with ample parking and that he does not need to construct anything on the subject property..
 - a. Furthermore, that petitioner testified that there is sufficient parking for the proposed video gaming café, as the property is shared with a large banquet facility.
- F. That petitioner testified that the proposed video gaming café will have approximately two (2) employees.
- G. That the Zoning Hearing finds that petitioner has demonstrated sufficient evidence for a Conditional Use for a Class B/Tavern Restaurant in a B-1 Local Business District and that petitioner provided evidence that the proposed video gaming café will be operated in an existing storefront, will not impact adjacent properties, and that they will have sufficient parking for the video gaming café.

STANDARDS FOR CONDITIONAL USES:

- 1. That the Zoning Board of Appeals 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 proposed Class B/Tavern Restaurant will be located in an existing building/storefront on the subject property, and therefore will not impair an adequate 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 the proposed Class B/Tavern Restaurant will be operated in an existing building/storefront on the subject property and that he will receive a permit for any construction on the subject property.
 - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** the proposed Class B/Tavern Restaurant will be an added benefit to the area and that the existing storefront is built to the current DuPage County building codes, which will not diminish the value of land and buildings throughout the County.
 - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the proposed Class B/Tavern Restaurant will not unduly increase traffic

congestion in the public streets and that petitioner testified that there is sufficient parking on the subject property.

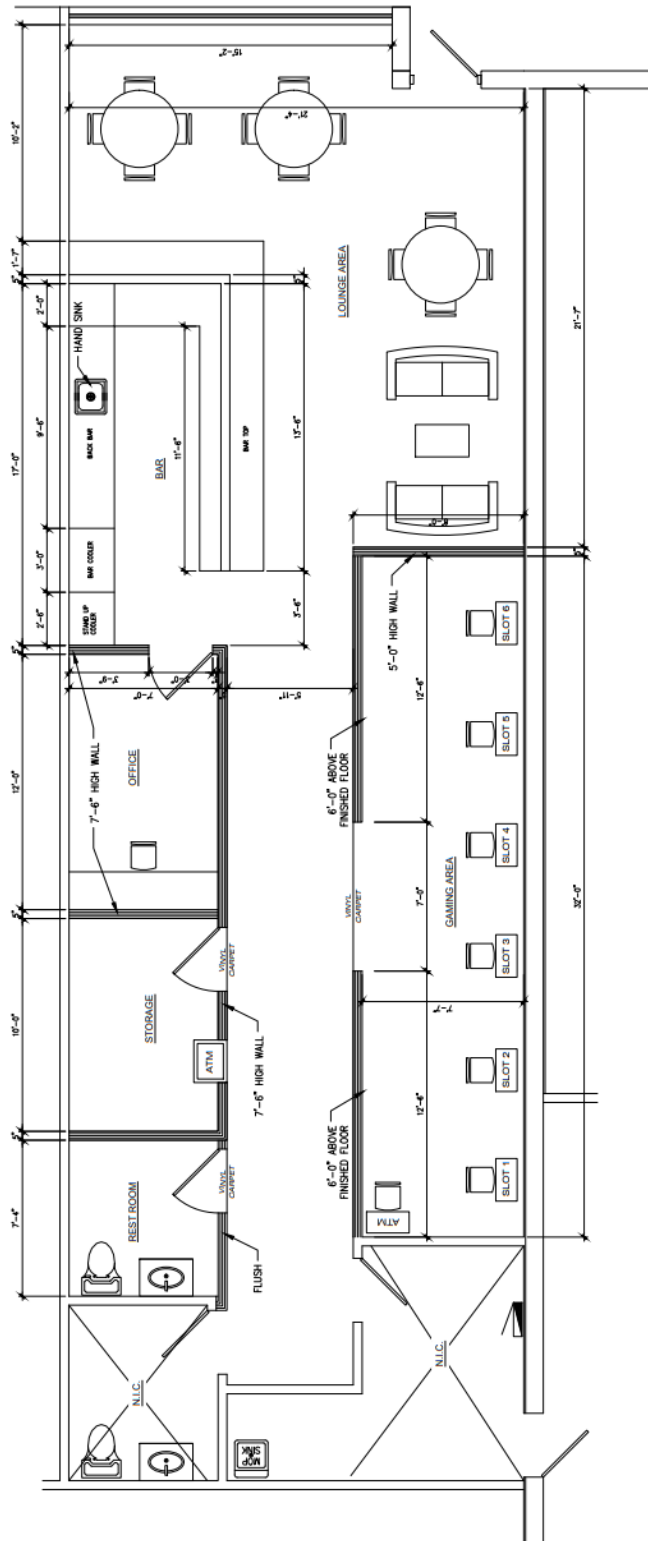
- e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed Class B/Tavern Restaurant will not increase the potential for flood damages, as it will be operated in the existing building on the subject property.
- f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** the proposed Class B/Tavern Restaurant will not incur additional public expense for flood protection, rescue, or relief, as the proposed Class B/Tavern Restaurant will be operated in the existing building on the subject property.
- 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 Class B/Tavern Restaurant will be an added benefit to the area, and that it will be operated in the existing building/storefront on the subject property, which will not impair the public health, safety, comfort, morals, or general welfare.

PETITIONER'S DEVELOPMENT FACT SHEET

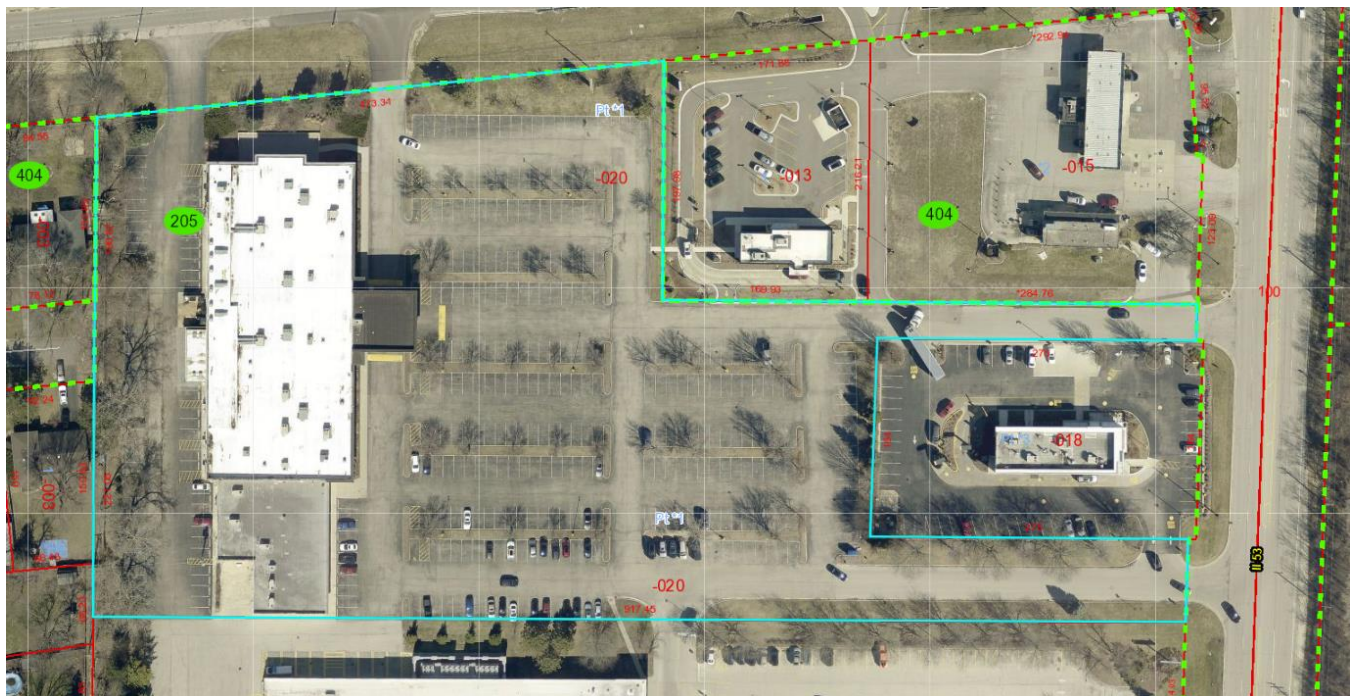
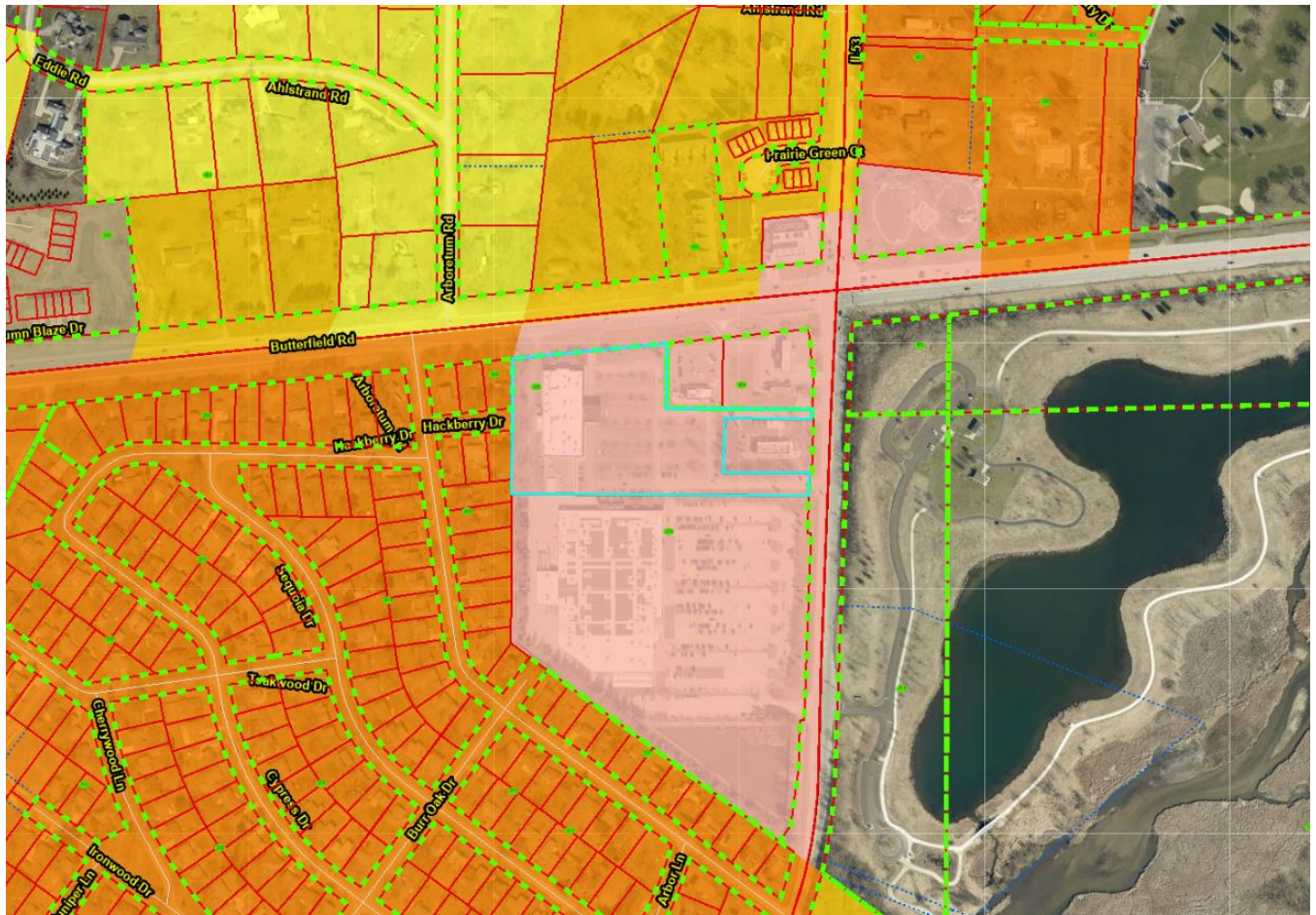
GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-000087 ROUTE 53 CAFE	
ZONING REQUEST	Conditional Use for a Class B/Tavern Restaurant in a B-1 Local Business District.	
OWNER	MAR LAC HOUSE LTD, 3S002 ROUTE 53, GLEN ELLYN, IL 60137/ AGENT: ROBERT FABBRI, 2095 SANDELL LANE, NORTH AURORA, IL 60542	
ADDRESS/LOCATION	3S002 ROUTE 53, GLEN ELLYN, IL 60137	
PIN	05-35-205-020	
TWSP./CTY. BD. DIST.	MILTON	DISTRICT 4
ZONING/LUP	B-1 LOCAL BUSINESS	LOCAL COMMERCIAL
AREA	6.38 ACRES (277,913 SQ. FT.)	
UTILITIES	WATER AND SEWER	
PUBLICATION DATE	Daily Herald: NOVEMBER 14, 2023	
PUBLIC HEARING	WEDNESDAY, NOVEMEBR 29, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections with the concept of the petition. Additional information may be required at time of permit application.	
Stormwater:	Our office has no jurisdiction in this matter.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Glen Ellyn:	No Comments Received.	
Village of Downers Grove:	“The Village of Downers Grove has no comments.”	
Village of Lombard:	No Comments Received.	
City of Wheaton:	No Comments Received.	
Milton Township:	No Comments Received.	
Township Highway:	No Objections with the concept of the petition. Additional information may be required at time of permit application.	
Lisle-Woodridge Fire Dist.:	“N/A”	
Sch. Dist. 89:	No Comments Received.	
Sch. Dist. 87:	No Comments Received.	
Forest Preserve:	“The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you.”	

LAND USE

Location	Zoning	Existing Use	LUP
Subject	B-1 LOCAL BUSINESS	COMMERCIAL/ BANQUET FACILITY	LOCAL COMMERCIAL
North	BUTTERFIELD ROAD AND BEYOND R-3 SF RES	HOUSE	
South	B-1 LOCAL BUSINESS	COMMERCIAL	
East	ROUTE 53 AND BEYOND VILLAGE OF DOWNERS GROVE	FOREST PRESERVE	VILLAGE OF DOWNERS GROVE
West	R-4 SF RES	HOUSE	0-5 DU AC









File #: DC-O-0006-24

Agenda Date: 1/23/2024

Agenda #: 12.G.

Zoning Petition ZONING-23-000092 Seoles

WHEREAS, a public hearing was held on December 6, 2023 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 increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft., on the property hereinafter described:

OF LOT 14 IN BLOCK 2 IN BRANIGAR'S MEDINAH TERRACE UNIT NUMBER 1, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1951 AS DOCUMENT 628333, 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 December 6, 2023 does find as follows:

FINDINGS OF FACT:

- A. That petitioner testified that they seek the subject zoning relief to allow a Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.
- B. That petitioner testified that the subject property's address is 21W732 Maple Avenue, Medinah, IL 60157, and that they also own live at and own property next door, 21W715 Maple Avenue, Medinah, IL 60157.
- C. That petitioner testified that they have owned the subject property for approximately one (1) year and that the existing detached garage is in poor condition.
 - a. Furthermore, that petitioner testified that they propose to construct a new 1,200 sq. ft. detached garage on the subject property that would be serviced with electric and would not have a driveway.

- D. That petitioner testified that they have family that occasionally visits from out of state and stay at the subject property, and that they utilize the subject property for additional storage of household accessory equipment and tools for their adjacent home at 21W715 Maple Avenue, Medinah.
- E. That petitioner testified that they own a resale store/cabinetry business that is operated off site at another property with 11,000 sq. ft. of storage space.
- F. That the Zoning Hearing Officer finds that the petitioner has not demonstrated or provided sufficient evidence for the requested zoning relief, as the subject property is a vacant home with proposed and current storage for another property owned by the petitioner.
- a. That the Zoning Hearing Officer finds that petitioner testified that the subject property is utilized for storage and that no one is living at the subject property.
- b. Furthermore, that the petitioner testified that the residence is occupied only occasionally by relatives and therefore it is a likely risk that the need for the oversized detached garage is intended for the use of petitioner's business, particularly likely because vehicle storage is not intended for the garage as there is no driveway proposed.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Board of Appeals finds that petitioner **has not 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 not demonstrated** or provided sufficient evidence that the proposed 1,200 sq. ft. detached garage will not impair an adequate supply of light and air to the adjacent property.
- b. Increase the hazard from fire or other dangers to said property as petitioner **has not demonstrated** or provided sufficient evidence that the proposed 1,200 sq. ft. detached garage will not increase the hazard from fire or other dangers to said property.
- c. Diminish the value of land and buildings throughout the County as petitioner **has not demonstrated** or provided sufficient evidence that the proposed 1,200 sq. ft. detached garage will not diminish the value of land and buildings throughout the County.
- d. Unduly increase traffic congestion in the public streets and highways as petitioner **has not demonstrated** or provided sufficient evidence that the proposed 1,200 sq. ft. detached garage will not unduly increase traffic congestion in the public streets and highways.
- e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** or provided evidence that the proposed 1,200 sq. ft. detached garage 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 not demonstrated** or provided evidence that the proposed 1,200 sq. ft. detached garage will 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 not demonstrated** or provided evidence that the proposed, 1,200 sq. ft. detached garage will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-0000092 Seoles	
ZONING REQUEST	Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.	
OWNER	NICK SEOLES, 21W732 MAPLE AVENUE, N IL 60157 / NICK SEOLES, 21W715 MAPLE A MEDINAH, IL 60157	
ADDRESS/LOCATION	21W732 MAPLE AVENUE, MEDINAH, IL 60	
PIN	02-01-301-018	
TWSP./CTY. BD. DIST.	BLOOMINGDALE	DISTRICT 1
ZONING/LUP	R-3 SF RES	0-5 DU AC
AREA	0.59 ACRES	
UTILITIES	WELL / SEPTIC	
PUBLICATION DATE	Daily Herald: NOVEMBER 21, 2023	
PUBLIC HEARING	WEDNESDAY, DECEMBER 6, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections with the concept of the petition. Additional information n time of permit application.	
Stormwater:	No Objections with the concept of the petition. Additional information n time of permit application.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Roselle:	Our office has no jurisdiction in this matter. "Not within the planning jur Village of Roselle."	
Village of Itasca:	No Comments Received.	
Village of Bloomingdal	No Comments Received.	

Bloomington Township:	No Objections with the concept of the petition. Additional information needed at time of permit application. "Must apply for entrance bond with Bloomington. Provide any side plan showing changes."
Township Highway:	<i>No Comments Received.</i>
Roselle Fire Dist.:	<i>No Comments Received.</i>
Sch. Dist. 11:	<i>No Comments Received.</i>
Sch. Dist. 108:	<i>No Comments Received.</i>
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."

GENERAL BULK REQUIREMENTS:

REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Front Yard:	30 FT	180 FT	185 FT
Int. Side Yard:	10 FT	65 FT	15 FT
Int. Side Yard:	10 FT	15 FT	45 FT
Rear Yard:	3 FT	25 FT	10 FT
Floor Area Ratio:	650 SQ. FT.	400 SQ. FT.	APPROX. 1,200 SQ. FT.

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-3 SF RES	HOUSE	0-5 DU AC
North	R-3 SF RES	HOUSE	0-5 DU AC
South	MAPLE AVENUE AND BEYOND R-3 SF RES	HOUSE	0-5 DU AC
East	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 December 6, 2023, recommends to deny the following zoning relief:

Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.

ZHO Recommendation to Deny

WHEREAS, the County Board Development Committee on January 16, 2024, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and on a motion to approve, the motion failed relative to the following zoning relief:

Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.

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

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

Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft., on the property hereinafter described:

OF LOT 14 IN BLOCK 2 IN BRANIGAR'S MEDINAH TERRACE UNIT NUMBER 1, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1951 AS DOCUMENT 628333, IN DUPAGE COUNTY, ILLINOIS; and

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

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; NICK SEOLES, 21W732 MAPLE AVENUE, MEDINAH, IL 60157 / NICK SEOLES, 21W715 MAPLE AVENUE, MEDINAH, IL 60157; and Township Assessor, Bloomingdale Township, 123 N. Rosedale, Bloomingdale, IL 60108.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

MEMORANDUM

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: January 16, 2024

RE: **ZONING-23-0000092 Seoles (Bloomington/District 1)**

DuPage County Board: January 23, 2024:

Development Committee: January 16, 2024: The Motion to Approve Failed relative to the following zoning relief:

Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.

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

Zoning Hearing Officer: December 6, 2023: The Zoning Hearing Officer recommended to deny the following zoning relief:

Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.

ZHO Recommendation to Deny

FINDINGS OF FACT:

- A. That petitioner testified that they seek the subject zoning relief to allow a Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.

- B. That petitioner testified that the subject property's address is 21W732 Maple Avenue, Medinah, IL 60157, and that they also own live at and own property next door, 21W715 Maple Avenue, Medinah, IL 60157.
- C. That petitioner testified that they have owned the subject property for approximately one (1) year and that the existing detached garage is in poor condition.
 - a. Furthermore, that petitioner testified that they propose to construct a new 1,200 sq. ft. detached garage on the subject property that would be serviced with electric and would not have a driveway.
- D. That petitioner testified that they have family that occasionally visits from out of state and stay at the subject property, and that they utilize the subject property for additional storage of household accessory equipment and tools for their adjacent home at 21W715 Maple Avenue, Medinah.
- E. That petitioner testified that they own a resale store/cabinetry business that is operated off site at another property with 11,000 sq. ft. of storage space.
- F. That the Zoning Hearing Officer finds that the petitioner has not demonstrated or provided sufficient evidence for the requested zoning relief, as the subject property is a vacant home with proposed and current storage for another property owned by the petitioner.
 - a. That the Zoning Hearing Officer finds that petitioner testified that the subject property is utilized for storage and that no one is living at the subject property.
 - b. Furthermore, that the petitioner testified that the residence is occupied only occasionally by relatives and therefore it is a likely risk that the need for the oversized detached garage is intended for the use of petitioner's business, particularly likely because vehicle storage is not intended for the garage as there is no driveway proposed.

STANDARDS FOR CONDITIONAL USES:

- 1. That the Zoning Board of Appeals finds that petitioner **has not 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 not demonstrated** or provided sufficient evidence that the proposed 1,200 sq. ft. detached garage will not impair an adequate supply of light and air to the adjacent property.

- b. Increase the hazard from fire or other dangers to said property as petitioner **has not demonstrated** or provided sufficient evidence that the proposed 1,200 sq. ft. detached garage will not increase the hazard from fire or other dangers to said property.
- c. Diminish the value of land and buildings throughout the County as petitioner **has not demonstrated** or provided sufficient evidence that the proposed 1,200 sq. ft. detached garage will not diminish the value of land and buildings throughout the County.
- d. Unduly increase traffic congestion in the public streets and highways as petitioner **has not demonstrated** or provided sufficient evidence that the proposed 1,200 sq. ft. detached garage will not unduly increase traffic congestion in the public streets and highways.
- e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** or provided evidence that the proposed 1,200 sq. ft. detached garage 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 not demonstrated** or provided evidence that the proposed 1,200 sq. ft. detached garage will 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 not demonstrated** or provided evidence that the proposed, 1,200 sq. ft. detached garage will not impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County.

PETITIONER'S DEVELOPMENT FACT SHEET

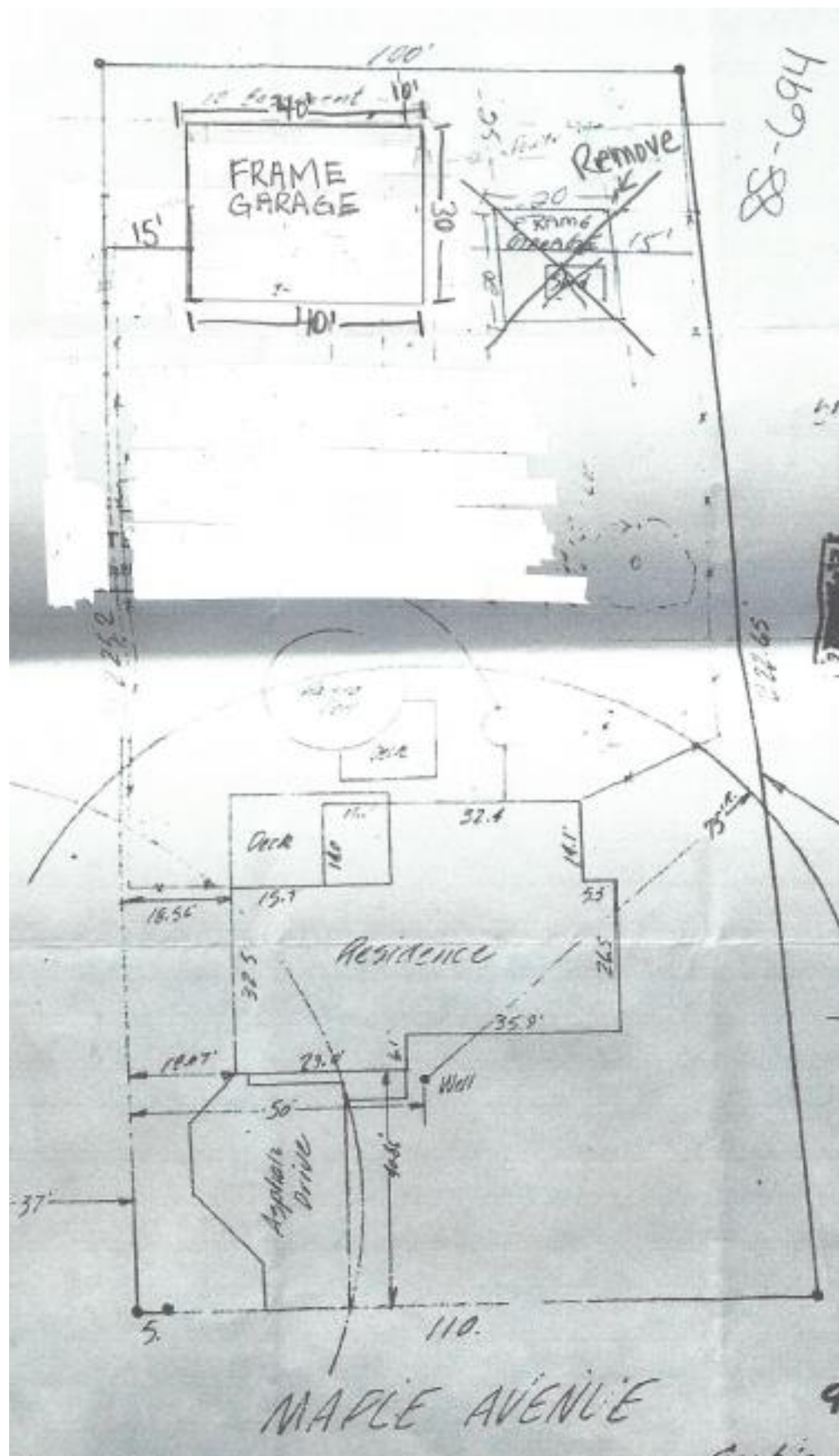
GENERAL ZONING CASE INFORMATION		
CASE #/PETITIONER	ZONING-23-0000092 Seoles	
ZONING REQUEST	Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.	
OWNER	NICK SEOLES, 21W732 MAPLE AVENUE, MEDINAH, IL 60157 / NICK SEOLES, 21W715 MAPLE AVENUE, MEDINAH, IL 60157	
ADDRESS/LOCATION	21W732 MAPLE AVENUE, MEDINAH, IL 60157	
PIN	02-01-301-018	
TWSP./CTY. BD. DIST.	BLOOMINGDALE	DISTRICT 1
ZONING/LUP	R-3 SF RES	0-5 DU AC
AREA	0.59 ACRES	
UTILITIES	WELL / SEPTIC	
PUBLICATION DATE	Daily Herald: NOVEMBER 21, 2023	
PUBLIC HEARING	WEDNESDAY, DECEMBER 6, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections with the concept of the petition. Additional information may be required at time of permit application.	
Stormwater:	No Objections with the concept of the petition. Additional information may be required at time of permit application.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Roselle:	Our office has no jurisdiction in this matter. “Not within the planning jurisdiction of the Village of Roselle.”	
Village of Itasca:	No Comments Received.	
Village of Bloomingdale:	No Comments Received.	
Bloomington Township:	No Objections with the concept of the petition. Additional information may be required at time of permit application. “Must apply for entrance bond with Bloomington Township. Provide any side plan showing changes.”	
Township Highway:	No Comments Received.	
Roselle Fire Dist.:	No Comments Received.	
Sch. Dist. 11:	No Comments Received.	
Sch. Dist. 108:	No Comments Received.	
Forest Preserve:	“The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you.”	

GENERAL BULK REQUIREMENTS:

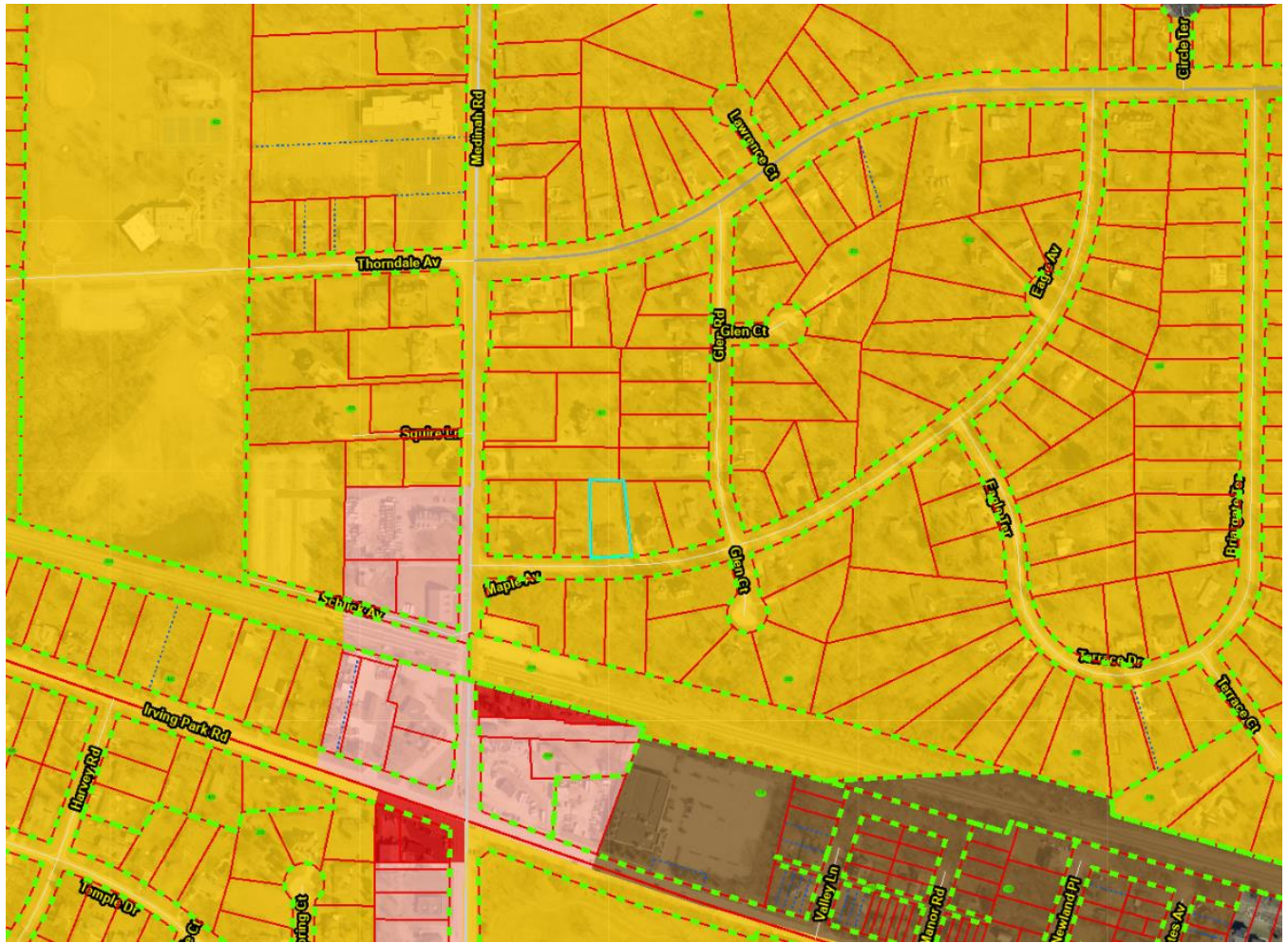
REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
Front Yard:	30 FT	180 FT	185 FT
Int. Side Yard:	10 FT	65 FT	15 FT
Int. Side Yard:	10 FT	15 FT	45 FT
Rear Yard:	3 FT	25 FT	10 FT
Floor Area Ratio:	650 SQ. FT.	400 SQ. FT.	APPROX. 1,200 SQ. FT.

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-3 SF RES	HOUSE	0-5 DU AC
North	R-3 SF RES	HOUSE	0-5 DU AC
South	MAPLE AVENUE AND BEYOND R-3 SF RES	HOUSE	0-5 DU AC
East	R-3 SF RES	HOUSE	0-5 DU AC
West	R-3 SF RES	HOUSE	0-5 DU AC











**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

DU PAGE COUNTY ZONING HEARING OFFICER PROGRAM Zoning Petition ZONING-23-0000092 Seoles

Please review the information herein and return with your comments to:

Jessica Infelise, DuPage County Building and Zoning Department, 421 North County Farm Road, Wheaton, Illinois 60187; or via email at Jessica.Infelise@dupageco.org or via facsimile at 630-407-6702 by **December 5, 2023**.

COMMENT SECTION:	
: OUR OFFICE HAS NO JURISDICTION IN THIS MATTER	
: NO OBJECTION/CONCERNS WITH THE PETITION	
<input checked="" type="checkbox"/> : NO OBJECTION/CONCERNS WITH THE CONCEPT OF THE PETITION. ADDITIONAL INFORMATION MAY BE REQUIRED AT TIME OF PERMIT APPLICATION	
: I OBJECT/ HAVE CONCERNS WITH THE PETITION.	
COMMENTS: Must apply for Entrance Road with Bloomingdale Township. Provide Any Site Plan Study Changes	
SIGNATURE:	DATE: 11/22/23
MUNICIPALITY:	AGENT: Bloomingdale Township
GENERAL ZONING CASE INFORMATION	
CASE #/PETITIONER	ZONING-23-0000092 Seoles
ZONING REQUEST	Conditional Use to increase the total size of detached accessory buildings from permitted 650 sq. ft. to approximately 1,200 sq. ft.
OWNER	NICK SEOLIS, 21W732 MAPLE AVENUE, MEDINAH, IL 60157 / NICK SEOLIS, 21W715 MAPLE AVENUE, MEDINAH, IL 60157
ADDRESS/LOCATION	21W732 MAPLE AVENUE, MEDINAH, IL 60157
PIN	02-01-301-018
TWSP/CTY. BD. DIST.	BLOOMINGDALE DISTRICT 1
ZONING/LUP	R-3 SF RES 0-5 DU AC
AREA	0.59 ACRES
UTILITIES	WELL / SEPTIC
PUBLICATION DATE	Daily Herald: NOVEMBER 21, 2023
PUBLIC HEARING	WEDNESDAY, DECEMBER 6, 2023

PLEASE NOTE: FILING OF THIS FORM DOES NOT SUBSTITUTE FOR A FORMAL OBJECTION PURSUANT TO THE ILLINOIS STATE STATUTES.

1

Jack T. Knuepfer Administration Building, 421 N. County Farm Road, Wheaton, Illinois 60187



File #: DC-O-0007-24

Agenda Date: 1/16/2024

Agenda #: 12.H.

Zoning Petition ZONING-23-000093 Courtney

WHEREAS, a public hearing was held on December 6, 2023 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 the good side of the fence to face inward instead of outward to adjacent property, on the property hereinafter described:

LOTS 34 AND 35 IN BLOCK "E" IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1925 AS DOCUMENT 204461, 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 December 6, 2023 does find as follows:

FINDINGS OF FACT:

- A. That petitioner testified that the subject zoning relief is to allow the finished side of fence to face inward instead of outward toward the adjacent property.
- B. That petitioner testified that they have lived at the subject property since 2017.
- C. That petitioner testified that the previous fence fell down in a storm and that they replaced the subject fence as it previously existed when they purchased the home, with the finished side facing inward instead of outward.
- D. That Hearing Officer finds that petitioner has demonstrated that subject zoning relief to allow the finished side of fence to face inward instead of outward toward the adjacent property 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.

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 subject fence 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 apply for a building permit from the County for the subject fence.
 - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the subject fence does not diminish the value of land and buildings throughout the County, as the fence replaced a previously existing fence in the same orientation with the good side facing inward.
 - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the subject fence is located behind the front wall of the home and does not impact traffic.
 - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the subject fence.
 - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the subject fence.
 - g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the subject fence 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-23-000093 Courtney	
ZONING REQUEST	Conditional Use to allow the good side of the fence to be inward instead of outward to adjacent property.	
OWNER	JASON AND ANNA COURTNEY, 4005 N GRANT STREET, WESTMONT, IL 60559	
ADDRESS/LOCATION	4005 N GRANT STREET, WESTMONT, IL 60559	
PIN	09-04-212-002	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 2
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.34 ACRES (14,810 SQ. FT.)	
UTILITIES	WELL / SEWER	
PUBLICATION DATE	Daily Herald: NOVEMBER 21, 2023	
PUBLIC HEARING	WEDNESDAY, DECEMBER 6, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	Our office has no jurisdiction in this matter.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Westmont:		
Village of Downers Grove:	"The Village of Downers Grove has no comments."	
Village of Oak Brook:	No Comments Received.	
Village of Clarendon Hills:	No Comments Received.	
Downers Grove Township:	No Comments Received.	
Township Highway:	Our office has no jurisdiction in this matter.	
Westmont Fire Dist.:	No Comments Received.	
Sch. Dist. 201:	No Comments Received.	
Forest Preserve:	"The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and the Forest Preserve District property, we do not have any specific comments. Thank you."	

LAND USE

Location	Zoning	Existing Use	LUP
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Subject	R-4 SF RES	HOUSE	0-5 DU AC
North	R-4 SF RES	HOUSE	0-5 DU AC
South	R-4 SF RES	HOUSE	0-5 DU AC
East	R-4 SF RES	HOUSE	0-5 DU AC
West	GRANT STREET 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 December 6, 2023, recommends to approve the following zoning relief:

Conditional Use to allow the good side of the fence to face inward instead of outward to adjacent property.

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-23-000093 Courtney dated December 6, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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 January 16, 2023, 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 the good side of the fence to face inward instead of outward to adjacent property.

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-23-000093 Courtney dated December 6, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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 (to Approve): 4 Ayes, 0 Nays, 2 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 the good side of the fence to face inward instead of outward to adjacent property, on the property hereinafter described:

LOTS 34 AND 35 IN BLOCK "E" IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1925 AS DOCUMENT 204461, 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-23-000093 Courtney dated December 6, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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; JASON AND ANNA COURTNEY, 4005 N GRANT STREET, WESTMONT, IL 60559; and Township Assessor, Downers Grove Township, 4340 Prince Street, Downers Grove, IL 60515.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Building
Division

Zoning &
Planning Division

Environmental
Division

BUILDING & ZONING DEPARTMENT

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

www.dupageco.org/building

MEMORANDUM

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: January 16, 2024

RE: **ZONING-23-000093 Courtney (Downers Grove / District 2)**

DuPage County Board: January 23, 2024:

Development Committee: January 16, 2024: The DuPage County Development Committee recommended to approve the following zoning relief:

Conditional Use to allow the good side of the fence to face inward instead of outward to adjacent property.

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-23-000093 Courtney** dated December 6, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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 (to Approve): 4 Ayes, 0 Nays, 2 Absent

Zoning Hearing Officer: December 6, 2023: The Zoning Hearing Officer recommended to approve the following zoning relief:

Conditional Use to allow the good side of the fence to face inward instead of outward to adjacent property.

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-23-000093 Courtney** dated December 6, 2023.
2. That the Conditional Use zoning relief shall expire after five (5) 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

FINDINGS OF FACT:

- A. That petitioner testified that the subject zoning relief is to allow the finished side of fence to face inward instead of outward toward the adjacent property.
- B. That petitioner testified that they have lived at the subject property since 2017.

- C. That petitioner testified that the previous fence fell down in a storm and that they replaced the subject fence as it previously existed when they purchased the home, with the finished side facing inward instead of outward.
- D. That Hearing Officer finds that petitioner has demonstrated that subject zoning relief to allow the finished side of fence to face inward instead of outward toward the adjacent property 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.

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 subject fence 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 apply for a building permit from the County for the subject fence.
 - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the subject fence does not diminish the value of land and buildings throughout the County, as the fence replaced a previously existing fence in the same orientation with the good side facing inward.
 - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the subject fence is located behind the front wall of the home and does not impact traffic.
 - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the subject fence.
 - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the County's Stormwater Department has no objections to the subject fence.
 - g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the subject fence 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-23-000093 Courtney	
ZONING REQUEST	Conditional Use to allow the good side of the fence to face inward instead of outward to adjacent property.	
OWNER	JASON AND ANNA COURTNEY, 4005 N GRANT STREET, WESTMONT, IL 60559	
ADDRESS/LOCATION	4005 N GRANT STREET, WESTMONT, IL 60559	
PIN	09-04-212-002	
TWSP./CTY. BD. DIST.	DOWNERS GROVE	DISTRICT 2
ZONING/LUP	R-4 SF RES	0-5 DU AC
AREA	0.34 ACRES (14,810 SQ. FT.)	
UTILITIES	WELL / SEWER	
PUBLICATION DATE	Daily Herald: NOVEMBER 21, 2023	
PUBLIC HEARING	WEDNESDAY, DECEMBER 6, 2023	
ADDITIONAL INFORMATION:		
Building:	No Objections.	
DUDOT:	Our office has no jurisdiction in this matter.	
Health:	No Objections.	
Stormwater:	Our office has no jurisdiction in this matter.	
Public Works:	Our office has no jurisdiction in this matter.	
EXTERNAL:		
Village of Westmont:		
Village of Downers Grove:	“The Village of Downers Grove has no comments.”	
Village of Oak Brook:	No Comments Received.	
Village of Clarendon Hills:	No Comments Received.	
Downers Grove Township:	No Comments Received.	
Township Highway:	Our office has no jurisdiction in this matter.	
Westmont Fire Dist.:	No Comments Received.	
Sch. Dist. 201:	No Comments Received.	
Forest Preserve:	“The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you.”	

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	R-4 SF RES	HOUSE	0-5 DU AC
East	R-4 SF RES	HOUSE	0-5 DU AC
West	GRANT STREET AND BEYOND R-4 SF RES	HOUSE	0-5 DU AC







File #: HS-R-0004-24

Agenda Date: 1/16/2024

Agenda #: 15.A.

**AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT
BETWEEN PACE SUBURBAN BUS AND
DUPAGE COUNTY COMMUNITY SERVICES FOR
THE SENIOR TRANSPORTATION GRANT PROGRAM
\$126,500**

WHEREAS, County of DuPage has accepted and appropriated PY24 Older Americans Act Funds from AgeGuide for the provision of transportation services for older persons traveling to medical appointments and other essential services; and

WHEREAS, County of DuPage recognizes the desirability of collaborating with other government agencies, such as Pace Suburban Bus, to effectively and efficiently implement transportation programs; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), enacted by the State of Illinois, permits the establishment of intergovernmental agreements between public agencies to perform governmental services, activities and undertakings; and

WHEREAS, such an intergovernmental agreement has been negotiated that outlines the terms and conditions associated with the County providing \$126,500 (ONE HUNDRED TWENTY-SIX THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) to Pace Suburban Bus from budget code 5000-1660-53827 24-703F 53827; and

WHEREAS, it is the opinion of the DuPage County Board, that it is its best interest, and the best interest of its residents, to enter into the aforementioned intergovernmental agreement for the implementation of transportation programs.

NOW, THEREFORE, BE IT RESOLVED that the County Board Chairman is authorized to execute the intergovernmental agreement with Pace Suburban Bus, attached hereto as Exhibit A,

BE IT FURTHER RESOLVED, that the County Clerk is directed to send a copy of this resolution and the executed agreement to Pace Suburban Bus, the DuPage County Department of Community Services, the DuPage County Finance Department, the DuPage County Auditor, and the DuPage County Treasurer.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE – SENIOR GRANT PROGRAM

This Intergovernmental Agreement for Paratransit Service – Senior Grant Program (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (Pace”) and County of DuPage, an Illinois municipal corporation, (“County”). Pace and County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS

WHEREAS, PACE was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et. seq.) to aid and assist public transportation in the six-county Northeastern Illinois area; and

WHEREAS, Article VII, Section 10 of the constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate amount themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of local government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this agreement; and

WHEREAS, on January 24, 2006, the Parties entered into an Intergovernmental Agreement for the creation of a coordinated paratransit program known as Ride DuPage (“2006 IGA”); and

WHEREAS, County has requested that Pace provide paratransit service on behalf of County’s clients, constituents, and/or Ride DuPage sponsors.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be in effect beginning on December 1, 2023. If the Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party’s signature on this Agreement shall be deemed to be the date that they signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service shall be provided for eligible riders as described in the attached Exhibit A (“Service”).

3. **Term and Termination.** This Agreement shall remain in effect through November 30, 2024 unless earlier terminated by:

(a) County upon 60 days’ advance written notice to Pace; or

- (b) Pace upon written notice to County in the event: (1) sufficient funds have not been appropriated to cover County's financial obligations to Pace under this Agreement or to any other agency funding the Service; (2) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; or (3) County fails to make payments as required by Section 6 of this Agreement; or

- (c) the 2006 IGA ceasing to be in full force and effect.

Termination of this Agreement pursuant to (a) shall be effective on the 60th day following Pace's receipt of County's notice. Termination pursuant to (b) shall be effective upon County's receipt of Pace's notice. Termination pursuant to (c) shall be effective upon the date that the 2006 IGA ceases to be in full force and effect.

4. **Service Provider.** Pace shall contract with one or more outside service providers to provide the Service. Pace shall not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's outside service provider (s). Pace shall make every reasonable effort to have the Service restored as soon as practical. Within 24 hours of any failure to provide the Service, Pace shall provide County with written notice of the circumstances for the failure and an estimate as to when the Service will be restored. No fees shall be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide County with electronic access to or, in the event electronic access is unavailable, a copy of a monthly report containing the number of one-way trips in connection with the Service and the total number vehicle Service hours.

6. **Reimbursement.** County shall reimburse Pace monthly for the total expense incurred by Pace in providing the Service ("Total Expense") less any fare revenue from the Service ("County Reimbursement").

- (a) The Total Expense shall equal the sum of hourly Service expense and the per-trip Service expense. The hourly Service expense shall be calculated by multiplying the number of vehicle Service hours by the hourly rate charged to Pace by Pace's outside provider(s) delivering the Service. The per-trip Service expense shall be calculated on a trip-by-trip basis. The operating expense shall be the aggregate of rates and/or fees charged to Pace by Pace's outside service provider(s) delivering the Service.
- (b) County Reimbursement shall not exceed \$126,500.00. County shall be responsible for promptly submitting written Services change requests to Pace to avoid exceeding that amount.
- (c) County shall pay Pace within 30 days of receiving the monthly bill for the County Reimbursement. County shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

- (d) Notwithstanding anything to the contrary in this Agreement, in 2024 only, Pace will remit to sponsor (sponsor means a unit of local government or an agency that will participate in providing Services to its eligible riders) a subsidy in the amount of \$14,172 which amount represents 15% of sponsor's 2023 estimated local share. The Pace contribution will be limited to 75% of the actual operating deficit.

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of County, and nothing in this Agreement shall be construed as creating any other relationship between Pace and County or between any employee or agent of Pace and County. Pace employees shall at all times remain employees of Pace, and Pace shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** Pace shall require its outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide County with a copy of the certificate of insurance upon written request by County.

9. **Indemnification.** County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority ("RTA"), and their respective directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from County's intentional or negligent acts or omissions concerning the performance of any of County's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless County and County's directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No Party shall be liable for or be required to indemnify another party indemnified under this Section for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this Section, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant shall have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this Section.

10. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

12. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

13. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement and Non-Reliance.** This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

County represents and warrants that: (a) County has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by County to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to County with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) County has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, County acknowledges that Pace will not have or be subject to any liability to County resulting from the distribution to County or County's use of any information, including any information provided or made available to County or any other document or information in any form provided or made available to County, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

17. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

18. **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

19. **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

20. **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery); or
- (b) by commercial overnight delivery (deemed effective on the next business day)

following deposit of the notice with a commercial overnight delivery company); or

- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

If to County:

County of DuPage
Department of Community Services
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mary A. Keating, Director

Facsimile No.: (630) 407-6201

21. **Force Majeure.** A Party shall not be held liable to another Party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Agreement may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party shall not be released from liability.

22. **Governing Law,** Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of

conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

23. **Interpretation.** The word "shall" when used in this Agreement is mandatory and not permissive.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

25. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

26. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the dates stated below.

PACE

COUNTY

Signature on File

By: _____
Signature

By: _____
Signature

Print Name: Melinda Metzger

Print Name: Mary A Keating

Print Title: Executive Director

Print Title: Director of Community Services

Date: 12/22/2022

Date: _____

EXHIBIT A

TRANSPORTATION SERVICES DuPage County Community Services

TYPE OF SERVICE	Curb-to-Curb, Dial-A-Ride Bus and Taxi Service
SERVICE OPERATED BY	Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement.
TRIP RESERVATION METHOD	Maximum of 7-day advance reservation and minimum of 2-hour advance reservation. Subscription service is allowable.
SERVICE AREA	DuPage County and the surrounding area.
SERVICE HOURS	24 hour, 7-day a week service.
ONE-WAY FARE	For County Paratransit - \$4.00 per one-way trip For Senior Grant service - \$0.00 per one-way trip For Adult Daycare - \$0.00 per one-way trip For Health Department Service - \$0.00 per one-way trip For Transportation to Work - \$1.50 for first 6 miles and \$1.50 per mile, each mile thereafter.
RIDER ELIGIBILITY	For County Paratransit – Individuals at 125% or below of poverty level (200% if senior or disabled). All clients must be registered with DuPage County Community Services. Trips restricted to medical services and County complex only. For Senior Grant service – All clients must be registered through DuPage County Senior Services. Each individual trip must be approved by Senior Services. For Adult Daycare - All clients must be registered through DuPage County Senior Services. For Health Department Service - All clients must be registered through the DuPage County Health Department Crisis Unit. For Transportation to Work - All clients must be registered through the DuPage County Health Department, Parents' Alliance, Ray Graham Association, Spectrum

Services, or Little Friends. Trips are restricted to work trips only.



HS Resolution

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

File #: HS-R-0005-24

Agenda Date: 1/16/2024

Agenda #: 15.B.

ACCEPTANCE OF THE 2024 ACTION PLAN ELEMENT OF THE
DU PAGE COUNTY 2020-2024 CONSOLIDATED PLAN FOR HOUSING
AND COMMUNITY DEVELOPMENT
(First Reading)

To view this document in its entirety, please use this link:

[DuPage County IL Community Development Commission - Annual Action Plan](https://www.dupageco.org/Community_Services/Community_Development_Commission/31052/)

<https://www.dupageco.org/Community_Services/Community_Development_Commission/31052/>

(Listed under "2024 Action Plan - Draft Public Comment Period" Heading)

WHEREAS, DuPage County has participated in the Community Development Block Grant program since 1975; and

WHEREAS, DuPage County has participated in the Emergency Shelter Grant program since 1987; and

WHEREAS, The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("Hearth Act"), enacted into law on May 20, 2009, consolidated three of the separate homeless assistance programs administered by the U.S. Department of Housing and Urban Development ("HUD") under the McKinney-Vento Homeless Assistance Act into a single grant program, and revised the Emergency Shelter Grant program and renamed it as the Emergency Solutions Grant ("ESG") program; and

WHEREAS, DuPage County has participated in the HOME Investment Partnership program since 1992; and

WHEREAS, these programs will provide an approximate total of \$5.8 million in new Federal funding to DuPage County in 2024, and the county will also have available approximately an additional \$1 million in anticipated income and reallocated funds from previous years, said funds being available for Housing and Community Development activities benefiting low- and moderate-income persons, the homeless, and persons with Special needs; and

WHEREAS, a requirement of these programs is the preparation of a Consolidated Plan for Housing and Community Development (ConPlan); and

WHEREAS, the 2020-2024 ConPlan was adopted by the DuPage County Board on March 10, 2020 by Resolution HHS-R-0068-20; and

WHEREAS, a 2024 Action Plan element of the ConPlan, listing activities to be funded in the 2023 program year, is required; and

WHEREAS, 2024 Action Plan projects were approved by the DuPage Community Development Commission Executive Committee and HOME Advisory Group on January 2, 2024 and by the DuPage County Human Services Committee on January 16, 2024; and

WHEREAS, a 30-day public comment period will be completed on February 2, 2024, and a public hearing was held on January 17, 2024, and, in accordance with federal regulations governing the development of consolidated plans, all comments will be included in the final draft of the Action Plan along with responses to these comments.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby accepts for First Reading the 2024 Action Plan Element of the DuPage County Consolidated Plan for Housing and Community Development, which is incorporated by reference with this resolution; with the understanding that approval of the document will take place at the Second Reading Scheduled for a later date; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send a certified copy of this Resolution to Community Development Commission.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
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Intake and Referral
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Senior Services
630-407-6500
Fax: 630-407-6501

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chair and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: January 8, 2024

SUBJECT: Draft 2024 Action Plan

On January 2, 2024, the Community Development Commission Executive Committee and the HOME Advisory Group approved 2024 funding recommendations.

Action Requested: CDC Exec Committee and HOME Advisory Group recommend approval of the draft 2024 Action Plan to proceed through the completion process.

Detail: The 2024 Annual Action Plan outlines the specific projects to be undertaken with 2023 Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships (HOME) funds. The CDBG and ESG projects identified in the 2024 Action Plan were approved by the CDC Executive Committee on January 2, 2024. HOME projects currently listed in the 2024 Action Plan were identified through outreach to Developers and Subrecipients. All HOME projects recommended for funding require applications and significant underwriting review to be completed prior to recommendation to the HOME Advisory Group. Prior to entering into a HOME Agreement with a Developer or Subrecipient, the HOME Advisory Group must approve staff's recommendation.

The 2024 Action Plan is currently out for public comment, with an end date scheduled for 02/02/2024. A public hearing is scheduled for January 17, 2024. A draft of the 2024 Action Plan can be found on our website at [Planning and Reporting \(dupagecounty.gov\)](http://Planning and Reporting (dupagecounty.gov)) under "2024 Action Plan - Draft Public Comment Period" heading. The remaining approval schedule is outlined below:

01/02/2024 – Start of public comment period
01/16/2024 – Draft Plan to the Human Services Committee
01/17/2024 – Public Hearing
01/23/2024 – First reading by the County Board
02/02/2024 – End of public comment period
02/13/2024 – Final approval by County Board

The Action Plan will be submitted to HUD for approval once the actual funding amounts are received. This timeframe has not been identified by HUD and may take several

weeks to several months before the plan can be adjusted and submitted for approval. In the event the actual total funding amount received is not within 25% of the estimated funding listed in the Action Plan, the DuPage County Citizen Participation Plan requires an additional public hearing and public comment period to take place.

2024 FUNDING RECOMMENDATIONS SUMMARY

2024 Planning Assumptions	
CDBG	\$3,663,480.00
ESG	\$288,247.00
Total Entitlements	\$3,951,727.00
 <i>Rollover of Unobligated Funds and Program Income</i>	
	\$875,849.00
Total Available	\$4,827,576.00

Category	CDBG			ESG	Notes
	Cap/NIV/Rehab	Public Serv.	Admin		
Neighborhood Investment	\$2,400,000				<p>The CDC received a total of 17 eligible applications in 2021 for potential funding in PY23 or PY24.</p> <p>Four projects are recommended for funding in 2024.</p> <p>The remaining four eligible projects are included as alternates, should increased funding be allocated by HUD or other projects are unable to move forward.</p>
Public Facilities	\$596,150				<p>13 projects were identified to be funded during the Consolidated Plan timeframe. Two eligible projects remain for PY2024</p> <p>One projects is recommended for funding in 2024.</p> <p>Remaining project is included as an alternate project, should increased funding be allocated by HUD or other projects are unable to move forward.</p>
Public Facilities - DuPage County Care Center	\$0				Set-aside for Care Center rehabilitation needs. A 2024 project was not applied for due to an ongoing project funding with \$1.9M in CDBG-CV funding.
HMIS				\$58,681	Set-aside for Homeless Management Information System
Housing/Homeless		\$390,000		\$172,948	<p>10 CDBG public service applications targeting housing and homeless services were received. The top six scoring applications are recommended for funding.</p> <p>6 ESG applications were received. ESG funding has been recommended for 5 of the 6 applications.</p>
Homelessness Prevention				\$35,000	Funds for homelessness prevention
Housing Resource Unit		\$145,000			Set-aside for the Community Services Housing Resource Unit.
Single Family Rehab	\$275,483				Set-aside for Single Family Rehabilitation program.
CDBG Admin			\$732,696		20% regulatory cap
ESG Admin				\$21,618	7.5% regulatory cap
Total	\$3,271,633	\$535,000	\$732,696	\$288,247	\$4,827,576

2022-2024 Neighborhood Investment Projects - CDBG								
Applicant	Project	Funds Requested	Total Project Cost	Score	Year 4 Recs. (2023)	Year 5 Recs. (2024)	*B-List (Pending Project Cancellation OR Additional Available Funds)	Notes
Village of Villa Park	Michigan and Vermont Improvement Project (1 of 3)	\$600,000	\$620,000	49.2				
Village of Bensenville	2022 CDBG Residential Streetlight Project Streetlights (Priority 3)	\$481,425	\$568,082	42.8	\$481,425			
City of West Chicago	Sophia St Area water Main & Street Rehabilitation	\$600,000	\$947,190	42.6				
Carol Stream Park District	Community Park	\$600,000	\$2,002,600	40.9				
Village of Glendale Heights	Norton Avenue and E. Schubert Avenue Water Main Replacement Project	\$600,000	\$1,331,302	40.1				
Village of Addison	Michael Ln/Lincoln Ct Water Main Replacement and Street Program	\$600,000	\$1,580,000	58	\$600,000			
Village of Villa Park	Iowa and Vermont Improvement Project (2 of 3)	\$600,000	\$610,000	48.2	\$600,000			
Village of Bensenville	CDBG Roadway & Watermain Improvements (Browngate Subdivision) (Priority 1)	\$600,000	\$1,902,141	45.8	\$600,000			
Village of Bensenville	CDBG Roadway and Watermain Improvements (Argyle and Twin Oaks Project (Priority 2)	\$600,000	\$1,521,063	44.8		\$600,000		
Village of Glendale Heights	Cambridge Lane and Westchester Drive Water Main Replacement Project	\$600,000	\$947,788	40.8		\$600,000		

Village of Glendale Heights	Jill Court and Marilyn Avenue Water Main Replacement Project	\$600,000	\$799,560	40.3			\$600,000	
City of West Chicago	York Ave Area - Water Main & Street Rehabilitation	\$600,000	\$938,631	40.1			\$600,000	
Village of Addison	Janice Ln/Marilyn Ter/Valerie Ln Water Main Replacement (Priority 3)	\$600,000	\$1,635,000	59.4		\$600,000		
City of West Chicago	Bishop St. & East Brown St. - Water Main & Streets Rehabilitation Project	\$600,000	\$957,153	45.3		\$600,000		
Village of Addison	College Blvd Resurfacing	\$550,000	\$600,000	39.5			\$550,000	Received CPF award, CDBG funds no longer required.
Village of Villa Park	Ridge and Roy Improvement Project (3 of 3)	\$600,000	\$600,000	36			\$600,000	
City of Wheaton	Roosevelt Rd Water Main Replacement President to Blanchard	\$490,000	\$563,500	39.5			\$490,000	
City of Wheaton	Roosevelt Rd Water Main Replacement Blanchard to 1830 E Roosevelt	\$574,000	\$660,100	39.5				Project Not Eligible
City of Wood Dale	Street Lighting Improvement Project	\$323,000	\$407,000	25.5				Project Not Eligible
Grand Totals					\$2,281,425	\$2,400,000	\$2,840,000	

All year 5 recommendations are contingent upon level CDBG funding by the U.S. Department of Housing and Urban Development (HUD). *B-List projects will only move forward in the event year 5 projects are unable to move forward and/or additional funding is available. Projects identified as B-List projects are not guaranteed funding.

2020-2024 Public Facilities - CDBG					Recommendations					*B-List (Pending Project Cancellation OR Additional Available Funds)
Applicant	Project	Funds Requested	Total Project Cost	Score	Year 1 Recs. (2020)	Year 2 Recs. (2021)	Year 3 Recs. (2022)	Year 4 Recs. (2023)	Year 5 Recs. (2024)	
Little City Foundation	Renovation of 2 Hanover Park CILAs	\$292,395.00	\$325,978.00	77	\$292,395					
Little City Foundation	New CILA Home for Seniors	\$400,000.00	\$641,819.00	74		\$400,000				
HOPE Fair Housing	HOPE Fair Housing HVAC Systems & ADA	\$71,984.63	\$119,974.38	66.5			\$73,462			
Midwest Shelter for Homeless Veterans	Larson Home for Vets Rehab	\$99,635.00	\$206,620.00	66.5			Rescinded application			
Ray Graham Association for People with Disabilities	Renovation of Circle, Hale & Elm CILAs	\$376,070.00	\$417,857.00	64	\$376,070					
Ray Graham Association for People with Disabilities	Renovation of Ridge, Winston & Williams CILAs	\$382,248.00	\$460,144.00	63.5 (2019 Orig.) 62 (2023 Update)						\$382,248.00
Midwest Shelter for Homeless Veterans	433 S Carlton Rehab Phase 2 - Spilt over 2 years per CDC Exec approval 10/6/2020	\$418,700.00	\$418,700.00	63	Project Cancelled	Project Cancelled				
United Cerebral Palsy Segin of Greater Chicago	"Home is Where the Heart Is" Group Home Priority #1	\$400,000.00	\$600,000.00	63		\$400,000				
United Cerebral Palsy Segin of Greater Chicago	"Home is Where the Heart Is" Group Home Priority #2	\$596,150.00	\$746,150.00	63 (2019 Orig.) 65 (2023 Update)					\$596,150.00	
Northern IL Food Bank	LED Lighting Upgrade	\$150,000.00	\$228,400.00	59			Project completed prior to CDBG Agreement			
Almost Home Kids	Naperville Capital Improvements	\$400,000.00	\$431,000.00	56.5		\$400,000				
Serenity House Counseling Services	WERC Expansion to meet Community Opioid Crisis	\$400,000.00	\$608,600.00	56	Agreement Cancelled - Project unable to move forward during Agreement period.		\$400,000			
Metropolitan Family Services	Family Shelter Service 605 Cap Rehab	\$304,000.00	\$399,023.00	54.5				Rescinded application		
FUNDING CUTOFF										
Clearbrook	New CILA Home Project	\$400,000.00	\$520,000.00	53						
Clearbrook	Dolores CILA Project	\$400,000.00	\$520,000.00	53						
West Suburban Community Pantry	Access 2020: Building Capacity, Breaking Down Barriers	\$400,000.00	\$815,000.00	53						
DPC Health Department	DCHD CAP 2 & 5 & WC GH	\$400,000.00	\$518,450.00	51						
DPC Health Department	Addison, Bloomingdale, & Glen Ellyn GHs	\$400,000.00	\$400,230.00	49						
Bartlett Learning Center	New CILA	\$400,000.00	\$400,000.00	33						
Healthcare Alternative Systems	2019 Wheaton Capital Improvements	\$339,979.00	\$336,979.00	Did not meet minimum requirements						
Little Friends, Inc.	Children's Home Renovation & Building Improvements	\$337,000.00	\$355,000.00	Did not meet minimum requirements						
Bartlett Learning Center	Clare Woods Academy & Cupertino Home Rehab	\$400,000.00	\$400,000.00	Did not meet minimum requirements						
Total		\$7,768,162	\$9,869,924		\$668,465	\$1,200,000	\$473,462	\$0	\$596,150.00	\$382,248.00

All year 5 recommendations are contingent upon level CDBG funding by the U.S. Department of Housing and Urban Development (HUD). *B-List projects will only move forward in the event year 5 projects are unable to move forward and/or additional funding is available. Projects identified as B-List projects are not guaranteed funding.

DuPage Care Center Set-Aside				Recommendations				
Applicant	Project	Funds Requested	Total Project Cost	Year 1 Recommendations (2020)	*Year 2 Recommendations	*Year 3 Recommendation	Year 4 Recommendations (2023)	*Year 5 Recommendations (2024)
DuPage Care Center	Steam Generator Replacement	\$400,000.00	\$648,550.00	\$400,000				
DuPage Care Center	Window Replacement, South Wing Common Area Scope updated per Care Center request December 2020	\$800,000.00	\$800,000.00		\$800,000			
DuPage Care Center	Air Handling Units Replacement Accelerated to 2021	\$1,000,000.00	\$1,055,070.00			\$1,000,000		
DuPage Care Center	Annual Set Aside						Project not identified	Project not identified
Total		\$2,200,000.00	\$2,503,620.00	\$400,000	\$800,000	\$1,000,000	\$0	\$0

All year 5 recommendations are contingent upon level CDBG funding by the U.S. Department of Housing and Urban Development (HUD). *B-List projects will only move forward in the event year 5 projects are unable to move forward and/or additional funding is available. Projects identified as B-List projects are not guaranteed funding.

Housing/Homeless Needs – CDBG					Recommendations
Applicant	Project	Funds Requested	Total Project Cost	Score	2024 Funding Amounts
Catholic Charities	HOME TBRA Rapid Rehousing	\$65,000.00	\$202,603.00	118.00	\$65,000
Bridge Communities	Stability Program for Families Experiencing Homelessness	\$60,000.00	\$335,600.00	108.50	\$60,000
Catholic Charities	Emergency Services/Homeless Prevention & Daybreak Transitional Housing	\$85,000.00	\$1,180,220.00	103.50	\$85,000
People's Resource Center	Homelessness Prevention Program	\$100,000.00	\$684,382.00	100.00	\$100,000
Metropolitan Family Services (& FSS of MFS)	Shelter Services for Domestic Violence Survivors	\$80,000.00	\$3,317,851.00	95.00	\$80,000
DuPage County Community Services	Housing Resource Unit	\$160,000.00	\$1,231,584.00	92.00	\$145,000
FUNDING CUTOFF					
HOME DuPage	Foreclosure Prevention/Homelessness Prevention/Counselor in Court/Foreclosure Recovery	\$65,000.00	\$449,000.00	90.50	\$0
Prairie State Legal Services	Legal Services for Housing Stability	\$257,995.00	\$308,395.00	89.50	\$0
360 Youth Services	CDBG	\$137,150.00	\$942,715.90	88.00	\$0
DuPage Pads	CDBG - Interim Housing Center - DuPage Pads	\$125,884.00	\$1,595,640.00	88.00	\$0
Total		\$1,136,029	\$10,247,991		\$535,000

Applications were solicited for 2023 and 2024 program year funding. 2024 funding recommendations are contingent upon receipt of funds from HUD and receipt of required requested updated information/documentation from each applicant.

Housing/Homeless Needs – ESG				Score	2024 Recommendation
Catholic Charities	Kathy Paulsen Hope House Shelter (ES)	\$85,000	\$568,610	114.50	\$42,500
DuPage County Community Services	Emergency Solutions Grant - County (HP)	\$40,000.00	\$1,524,738.00	102.5	\$35,000
DuPage County Community Services	HMIS (HMIS)	\$0.00	\$0.00	104	\$58,681

DuPage Pads	ESG - Interim Housing - DuPage Pads (ES)	\$206,809.00	\$1,676,565.00	94.5	\$103,404
DuPage Pads	ESG - Street Outreach - DuPage Pads (SO)	\$83,923.00	\$220,775.00	100	\$27,044
Outreach Community Ministries	ESG County (HP)	\$50,000.00	\$478,365.00	81	\$0
Total			\$4,469,053		\$266,629

ES & SO cannot exceed 60% of FY grant year funds (24 CFR 576.100(b)(1)).

Applications were solicited for 2023 and 2024 program year funding. 2024 funding recommendations are contingent upon receipt of funds from HUD and receipt of required requested updated information/documentation from each applicant.



HS Resolution

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

File #: HS-R-0006-24

Agenda Date: 1/16/2024

Agenda #: 15.C.

HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT WITH
PIONEER PRAIRIE LLC. / DUPAGE HABITAT FOR HUMANITY, INC.
HM09-03

WHEREAS, DuPage County is and has been a Participating Jurisdiction in the HOME Investment Partnerships Act (HOME) Program since 1992; and

WHEREAS, Pioneer Prairie LLC, an Illinois limited liability company whose sole and managing member is DuPage Habitat for Humanity, Inc., an Illinois not-for-profit corporation, applied for HOME funds to be used for site work, infrastructure on-site, and construction of 11 single-family homes, known as HOME project HM09-03; and

WHEREAS, upon completion of construction, each single-family home was to be sold to HOME income eligible households to be occupied as their primary residence; and

WHEREAS, the DuPage HOME Advisory Group and the County Development Committee have recommended SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) for said application; and

WHEREAS, an Agreement was adopted by Resolution CDC-019-09 on June 23, 2009 (herein, together with all modifications thereto, the "Agreement"); and

WHEREAS, Agreement Modification One was adopted by Resolution CDC-029-09 on October 27, 2009, for the purpose of changing the entity from "Subrecipient" to "Developer" throughout the Agreement and to modify the procurement procedures; and

WHEREAS, Agreement Modification Two was adopted by Resolution CDC-012-10 on May 11, 2010, for the purpose of clarifying income limits for low-income households to be at or below 60% of Median Family Income for DuPage County and to clarify the income calculation and certification will be completed using the IRS Form 1040 Adjusted Gross Income definition; and

WHEREAS, the attached Modification to Agreement has been prepared to clarify direct HOME subsidy provided to each income eligible household is subject to recapture requirements under the HOME program and to clarify the regulatory HOME Affordability Period for homeownership assistance over \$40,000 is 15-years; and

WHEREAS, the DuPage HOME Advisory Group approved the Agreement Modification on 01/02/2024; and

WHEREAS, the DuPage County Human Services Committee has approved the Agreement Modification 01/16/2024.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification to Agreement between the County of DuPage and DuPage Habitat for Humanity, Inc., attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Modification to Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM09-03 so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Program and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Jennifer Taff, Interim Executive Director, DuPage Habitat for Humanity, Inc., 1600 E. Roosevelt Road, Wheaton, IL 60187; and Community Development; and to send copies to the Auditor, Finance, and the Treasurer.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: January 8, 2024

**SUBJECT: HM09-03 HOME Investment Partnerships Program Agreement -
Modification Three**

**On 01/02/2024, the HOME Advisory Group approved the following
recommendation.**

Action Requested: The HOME Advisory Group recommends approval of Modification Three to the HOME Investment Partnerships Program (HOME) Agreement, known as HM09-03, between the County of DuPage and Pioneer Prairie LLC, whose sole managing member is DuPage Habitat for Humanity, Inc. Modification Three clarifies direct HOME subsidy provided to each income eligible household is subject to recapture requirements under the HOME Program as well as clarifies the HOME Affordability Period for homeownership assistance over \$40,000 is 15-years.

Details: The HM09-03 Agreement was approved by the County Board on 06/23/2009 and adopted by Resolution CDC-019-09 for the purpose of site work, on-site infrastructure, and construction of 11 single-family homes in West Chicago. Upon completion, each home was to be resold to an income qualified household.

HOME regulations require homeownership projects to incorporate either a resale or recapture requirement throughout the regulatory affordability period attached to the property, which for this project, is 15-years from the date each newly constructed property was originally sold to the income eligible household. Resale requires a property to be sold to a new income eligible household if the original homebuyer does not continue to use the property as its primary residence during the affordability period. Recapture requires repayment to the County of HOME assistance provided to the homebuyer if the original homebuyer does not continue to use the property as its primary residence during the affordability period. Currently, the HM09-03 Agreement contains both resale and recapture language, causing confusion of long-term requirements.

This Modification will clarify the long-term requirements of the HM09-03 Agreement and ensure compliance throughout the Affordability Period. A Mortgage Modification will be prepared and recorded against each property to ensure each homeowner is aware of the recapture clarification.

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
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Senior Services
630-407-6500
Fax: 630-407-6501

MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION
HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT
HM09-03

THIS MODIFICATION TO AGREEMENT is entered into this 23rd day of January, 2024 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called "COUNTY") and PIONEER PRAIRIE LLC, an Illinois Limited Liability Company, whose sole managing member is DUPAGE HABITAT FOR HUMANITY, INC., an Illinois not-for-profit corporation, having a principal place of business at 1600 E. Roosevelt Road, Suite B, Wheaton, IL 60187 (hereinafter called "DEVELOPER"). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Agreement HM09-03, which was adopted by Resolution CDC-019-09 on June 23, 2009, to provide DEVELOPER funding through COUNTY'S HOME Investment Partnerships Program in the original amount of \$600,000 for the purpose of construction and resale to income qualified households eleven (11) single-family dwelling units on a 3-acre site in West Chicago known as Pioneer Prairie. Said Agreement was modified by Modification One to Agreement, which was adopted by Resolution CDC-029-09 on October 27, 2009, for the purpose of changing the entity from "Subrecipient" to "Developer" throughout the Agreement and modifying the procurement procedures. Further modified by Modification Two to Agreement, which was adopted by Resolution CDC-012-10 on May 11, 2010, for the purpose of clarifying income limits for low-income households to be at or below 60% of Median Family Income for DuPage County and to clarify the income calculation and certification will be completed using the IRS Form 1040 Adjusted Gross Income definition, (hereinafter, together with all previous modifications, called "Agreement").

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section XII. A. of the Agreement:

1. Section II. D. 5. is hereby deleted in its entirety and replaced with the following herewith, "All 2009 HOME GRANT FUNDS will be evidenced by Notes and secured by Mortgages with zero percent (0%) interest. Principal is due upon sale of the RESIDENCE without the prior written consent of the CDC to assign the Note and Mortgage to a HOME program qualified low-income purchaser. Consent shall not be granted to any purchaser who is not a HOME program qualified low-income (at or below 60% of area median income) purchaser approved by the staff of the CDC and DEVELOPER or HABITAT. Initially, the COUNTY'S approved form Notes and Mortgages will be executed by the DEVELOPER as a condition precedent to receipt of the grant funds from the COUNTY. At least thirty (30) days prior to sale by DEVELOPER of completed homes to BORROWERS, DEVELOPER shall notify COUNTY in writing of the sale. Upon approval by the CDC, COUNTY will permit in writing, assignment of its HOME grant funds loan from DEVELOPER to BORROWERS upon closing of the sale.

At the time each PROPERTY is sold to an eligible household, the COUNTY will release its prior recorded lien against the PROPERTY, entered into with the DEVELOPER, contingent upon the

income qualified purchaser's execution and delivery of a 0% Interest, Deferred Payment Note and Mortgage in favor of, and in the form provided by the COUNTY (COUNTY Mortgage), for a loan in the amount of the assignable HOME grant funds from DEVELOPER, originally provided for each property. Such 0% Interest, Deferred Payment Note and Mortgage is direct HOME subsidy that enabled the homebuyer to buy the PROPERTY because it provided direct subsidy as a third mortgage to reduce the need for buyer equity or senior debt financing. Such 0% Interest, Deferred Payment Note and Mortgage will provide for recapture of COUNTY's HOME funds and will not require repayment so long as the purchaser owns and occupies the PROPERTY as the primary residence. If the homebuyer sells or transfers title to the PROPERTY or no longer occupies the PROPERTY as the primary residence, the COUNTY Mortgage must be repaid, subject to the recapture provisions of the HOME program and DuPage County Community Development Commission Resale and Recapture policy. Such repayment is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the PROPERTY, and there are no net proceeds or the net proceeds are insufficient to repay the HOME investment due, the COUNTY shall only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs."

2. Section II. D. 6. f. is hereby deleted in its entirety and replaced with the following herewith, "The assignable grant funds third mortgage loan from the COUNTY will be immediately due upon sale or other transfer of the home, if the property is no longer used as the homebuyer's primary residence."

3. Section II. D. 6. i. is hereby deleted in its entirety and replaced with the following herewith, "Habitat will retain the first right of refusal to repurchase the home at fair market value and resell to another qualified Habitat Partner Family."

4. Section IV. O. is hereby added and states the following, "Affordability Period. Upon sale of property by DEVELOPER to an income eligible household, the regulatory 15-year HOME Affordability Period required for homeownership assistance over \$40,000 begins."

5. Section IX. E. is hereby deleted in its entirety and replaced with the following herewith, "Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in full force and effect through the HOME required Affordability Period attached to each property. All representations, certifications and covenants by the SUBRECIPIENT as to the indemnification of the COUNTY, the payment of reasonable fees and expenses of the COUNTY as described in Section X hereof, shall survive the termination of this AGREEMENT."

6. In all other respects the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification on the dates recited below:

COUNTY OF DUPAGE, a body politic
in the State of Illinois

BY: _____
Deborah A. Conroy, Chair
DuPage County Board

DATE: _____

ATTEST: _____
Jean Kaczmarek, County Clerk

DEVELOPER: DUPAGE HABITAT FOR HUMANITY, INC., a not-
for-profit corporation in the State of Illinois

BY: _____
Jennifer Taff, Executive Director

DATE: _____

ATTEST: _____

Print Name:

Title:

This document was prepared by:
DuPage County State's Attorney – Civil Bureau
After recording, return to:
Julie Hamlin
DuPage Community Development Commission
421 North County Farm Road
Wheaton, IL 60187

MORTGAGE MODIFICATION AGREEMENT

THIS THIRD MORTGAGE ("Mortgage"), between (**HOMEOWNER,**) herein referred to as "Borrower," and COUNTY OF DU PAGE THROUGH ITS COMMUNITY DEVELOPMENT COMMISSION, 421 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS, herein referred to as "Lender," witnesseth:

THAT WHEREAS the Borrower is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of **FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45)**, payable to the order of and delivered to the Mortgagee, in and by which note the Borrower promises to pay the said principal sum and a portion of the property equity at the rate and in installments as provided in said note, with a final payment of the balance due when the property is sold or title is transferred, and all of said principal and equity payment are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 421 NORTH COUNTY FARM ROAD WHEATON, ILLINOIS 60187.

NOW, THEREFORE, the Borrower to secure the payment of the said principals sum of money and said equity in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Borrower to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in and being in the City of West Chicago, COUNTY OF DU PAGE AND STATE OF ILLINOIS, to wit:

Permanent Real Estate Index Numbers: **04-09-417-000**

Address of Real Estate: **000 West Pomeroy Street, West Chicago, IL 60185**

See Exhibit A for Legal Description

Which, with the property hereinafter described, is referred to herein as the "premises."

WHEREAS, the Mortgagee will modify the above described Mortgage, Document Number **R2010-0000**, in the principal amount of **FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45)**, and Borrower has executed and delivered to Mortgagee a Note evidencing the mortgage (the "Note") dated **(Month/Date/Year)**; and

WHEREAS, the parties hereto agree to only modify the terms of the Mortgage and Note in respect to the sections noted below and all other conditions recorded as Document Number **R2010-0000** will remain;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals above are hereby incorporated herein by reference.
2. Paragraph two of the Third Mortgage is hereby modified to state, "THAT WHEREAS the Borrower is justly indebted to the Lender upon the Note of even date herewith, in the principal sum of FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE AND 45/100 DOLLARS (\$54,545.45), payable to the order of and delivered to the Lender, in and which by Note the Borrower promises to pay the said principal sum as provided in said Note, *with a final payment of the balance due when the property is sold or title is transferred.* All of said principal is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the MORTGAGEE at 421 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS 60187."
3. The Covenants, Conditions and Provisions of the Mortgage, Paragraph 19. Is hereby modified to state, "If all or any part of the premises or any interest in it is sold or transferred (if a beneficial interest in Borrower is sold or transferred and borrower is not a natural person), the principal is due on sale or transfer. If all or any part of the premises or any interest in it is sold or transferred by the Borrower, a natural person, either voluntarily or involuntarily during the 15-year Affordability Period, the principal is due on sale or transfer, from the net sale proceeds. The net sales proceeds shall be defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. If the property is no longer used as Borrower's primary residence at any time within the Affordability Period without a sale or transfer of title, the entire original principal amount is due within 30 days of such change of use. Borrower must notify Lender of any change in residence immediately. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this mortgage."
4. The parties hereto further agree that all other provisions, stipulations, powers and covenants in the Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them.

IN WITNESS WHEREOF, the BORROWERS, have caused their signatures and seals to be hereto affixed and these presents to be signed by them on the day and year first written.

Please print or type names below:

(HOMEOWNER)

Please sign name below:

X _____

(Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that (Homeowner), personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

MORTGAGEE:
DUPAGE COUNTY, by and through its COMMUNITY
DEVELOPMENT COMMISSION

By: _____
Mary A. Keating
Director of Community Services

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary A. Keating, personally known to me to be the representative of DuPage Community Development Commission, appeared before me this day in person, and acknowledged that as such, they signed sealed and delivered the foregoing instrument as their free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this ____ day of _____, 2023.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION:

LOT __. IN PIONEER PRAIRIE SUBDIVISION, ACCORDING TO THE PLAT THEREOF
DATED OCTOBER 23, 2007 AND RECORDED JUNE 17, 20__, AS DOCUMENT NO.
R2008-0000 IN THE OFFICE OF THE RECORDER OF DEEDS, DUPAGE COUNTY,
ILLINOIS.

Permanent Real Estate Index Numbers: 04-09-418-000

Commonly Known As: 000 West Pomeroy Street, West Chicago, IL 60185



HS Resolution

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

File #: HS-R-0007-24

Agenda Date: 1/16/2024

Agenda #: 15.D.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE PADS, INC.
PROJECT HM21-02b - \$100,000

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, DUPAGE PADS, INC., an Illinois not-for-profit corporation, (hereinafter called “SUBRECIPIENT”), having a principal place of business at 601 W. Liberty Dr., Wheaton, IL 60187, has been selected as a SUBRECIPIENT to receive a portion of COUNTY’S HOME funds to be used for eligible costs associated with Tenant Based Rental Assistance (TBRA) known as HOME project HM21-02b; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2021 Action Plan under Resolution HHS-R-0086-21 as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, HOME funding is identified for the TBRA Program as part of the 2024 Action Plan, anticipated to be adopted by the County Board under Resolution on February 13, 2024, as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, on January 2, 2024, the DuPage HOME Advisory Group and on January 16, 2024, the County Human Services Committee has recommended funding a total of Two Hundred Thousand and 00/100 Dollars (\$200,000) for eligible costs associated with Tenant Based Rental Assistance; and

WHEREAS, One Hundred Thousand and 00/100 Dollars (\$100,000) in HOME funding will be allocated from program year 2021; and

WHEREAS, One Hundred Thousand and 00/100 Dollars (\$100,000) in HOME funding will be allocated from Program Year 2024 which is contingent upon HUD's approval of the County's 2024 Annual Action Plan as well as receipt of a Program Year 2024 HOME allocation from HUD; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME requirements, and said Agreement has been approved by DUPAGE PADS, INC.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between the County of DuPage and DUPAGE PADS, INC.; attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or his designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM21-02b so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to DUPAGE PADS, INC. 601 W. Liberty Dr., Wheaton, IL 60187, and the Community Development Commission.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: January 8, 2024

**SUBJECT: DuPage Pads Tenant-Based Rental Assistance Program – FY2021 &
FY2024 HOME Investment Partnerships Program (HOME) Agreement**

On 01/02/2024, the HOME Advisory Group approved the following action.

Action Requested: The HOME Advisory Group approved this project at a conditional commitment level so that staff could prepare a HOME Investment Partnership Program (HOME) Agreement for the project. Staff recommends approval of the 2021 Program Year Agreement with DuPage Pads for project number HM21-04b, HOME Program Tenant-Based Rental Assistance Program in the amount of \$100,000 and 2024 Program Year Agreement with DuPage Pads for Project number HM24-04b, HOME Program Tenant-Based Rental Assistance Program in the amount of \$100,000, upon HUD's approval of the County's 2024 Annual Action Plan and receipt of the PY2024 allocation of HOME funds from HUD.

Details: The Tenant Based Rental Assistance Program provides ongoing rental assistance to eligible low-income formerly homeless clients in DuPage County. Through a collaboration with non-profit agencies and DuPage County, since 2016, the program has assisted 48 low-income families with rental assistance to retain affordable rental housing throughout the entire County.

DuPage Pads is requesting \$200,000.00 in HOME Investment Partnerships (HOME) Program funds to provide ongoing rental assistance to approximately 15 households annually. DuPage Pads' request is based on historic annual spending with a monthly caseload averaging 12 households. DuPage Pads is requesting existing allocated funds in the amount of \$100,000 from Program Year 2021 HOME funds as well as \$100,000 in HOME funds anticipated in Program Year 2024. HOME funding will be utilized over the next 24 months, which will overlap Program Years 2024 and 2025.

\$100,000 in PY2024 HOME funding is contingent upon the U.S. Department of Housing and Urban Development's approval of the County's 2024 Annual Action Plan as well as receipt of a PY24 HOME allocation from HUD.

Underwriting Memo – DuPage PADS

Tenant Based Rental Assistance Program

1. Overview

The Tenant Based Rental Assistance Program provides ongoing rental assistance and case – management including supportive services to eligible low-income formerly homeless clients in DuPage County. Since 2016, DuPage County has been collaborating with non-profit agencies to assist 48 low-income families with rental assistance to retain affordable rental housing throughout the entire County.

DuPage PADS is requesting a total of \$200,000.00 in HOME funds to provide ongoing rental assistance to approximately 15 households annually. There is currently \$100,000 in HOME funding available from PY21 and \$100,000 has been included in the County’s 2024 Annual Action Plan. PY2024 funding is contingent upon the U.S. Department of Housing and Urban Development’s (HUD) approval of the 2024 Annual Action Plan and receipt of HUD’s PY2024 allocation of HOME funds. Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant’s rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income. DuPage PADS’ request is based on historic annual spending with a monthly caseload averaging 12 households. DuPage PADS is requesting existing allocated funds from Program Year 2021 along with funds which will be included in the County’s 2024 Program Year to support the TBRA program over the next 24 months. The PY21 and PY24 funding will serve eligible clients during program years 2024 and 2025.

2. Executive Summary

2.A Challenges / Opportunities Presented

CDC staff reviewed DuPage PADS’ funding request which corresponds with the number of tenants they intend to assist over the next two years, which will overlap Program Years 2024 and 2025. Historically, DuPage PADS has been an important partner in the County’s efforts to assist eligible low-income homeless clients retain affordable housing. The Tenant Based Rental Assistance Program remains an important tool for low-income residents who could not otherwise afford housing within DuPage County. It is anticipated that this project will benefit 15 households over one program year, most being single with barriers to accessing housing without ongoing assistance and case management. The current rental market presents challenges for the low-income clients that the TBRA Program assists. One challenge is the increase in rental prices and simultaneous decrease of accessibility to affordable, fair market units within DuPage County. It is not only difficult to find an affordable unit but to find a property manager or private landlord willing to work with clients who have barriers (poor credit, criminal history, fixed

income, limited employment history, inconsistent rental history, etc.). Often, without ongoing rental assistance, these households would otherwise remain homeless, “doubled up”, or rent burdened. TBRA ensures these most vulnerable clients have access to affordable housing, case management, and ongoing support as they either seek permanent affordable housing or gainful full-time employment.

2.B. Risks

Pertinent risk factors for this project are:

Market	<p>Low</p> <p>There are 57 potentially eligible clients currently on a list to be assessed for TBRA as a housing intervention (<i>Coordinated Entry System clients scoring 6 – 8 on the VISPDAT self-assessment</i>)</p> <p>According to the National Low Income Housing Coalition, The State of Illinois has a shortage of 293,354 affordable rental homes and 73% of low-income tenants are cost burdened. There is a great need for assistance to help low-income clients retain affordable housing.</p>
Subrecipient	<p>Low</p> <p>DuPage Pads has been a longstanding partner in administering a variety of client-based programs. They have been operating TBRA for nearly seven years.</p>
Financing	<p>Low</p> <p>DuPage Pads operates this program with HOME funds and will not exceed a client caseload that can be supported by year-over-year funds as they become available. DuPage Pads has several funding sources (federal, state, and private) which fund their staff who operate the program.</p>
Underwriting Assumptions	<p>Low</p> <p>Clients are assessed for eligibility and abide by a Self-Sufficiency plan which, in most cases, helps transition a client off assistance within 24 months.</p>
Other	<p>The proposed project presents a low, favorable risk profile and is recommended for approval.</p>

3. Project Market

TBRA serves low-income formerly homeless DuPage County residents. This population includes low-income individuals and families who are currently residing in emergency shelter in DuPage County who have been prioritized for a housing intervention on the Homeless Management Information System (HMIS) Coordinated Entry System (CES). There are currently 122 clients (CES clients scoring 6 – 8 on VISPDAT) awaiting assessment for a housing intervention, which includes TBRA. Clients are contacted to complete an assessment and, if determined to meet the minimum requirements, are scheduled for an in-person appointment to complete the application process. Clients develop a Self-Sufficiency Plan (SSP) and encouraged to participate in monthly case management to meet goals outlined in the SSP. Case managers consistently engage clients with services throughout the County – money management, employment coaching, childcare assistance, etc. Clients exit the program successfully either when they obtain gainful full-time

employment or permanent affordable housing (Housing Choice Voucher, subsidized senior housing, etc.).

4. Development Entity and Capacity

DuPage PADS has administered the Tenant Based Rental Assistance Program since 2016 to low-income families and individuals seeking rental assistance throughout DuPage County. DuPage PADS employs a full-time TBRA case manager, and there are two full-time staff – Supervisor and Director – which oversee the program administration. In addition to HOME funds available for the full-time case manager, Illinois Department Human Services (IDHS) funds have been awarded as well as unrestricted revenue generated by agency fundraising efforts to support the TBRA program.

5. Proposed Financial Structure

Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income which can result in a fluctuation of program costs. HOME funds the reimbursement of the agency's subsidized rental assistance portion. DuPage Pads estimates serving 15 households annually, which will ensure the total costs do not exceed \$200,000.00 in a 24-month period.

6. Conclusion

The proposed project meets all Notice of Funding Available (NOFA), application requirements and has a favorable risk profile. The CDC staff recommendation is that the project be approved for a total of \$200,000.00; \$100,000 from available PY21 HOME funds and \$100,000 from anticipated PY24 HOME funds, contingent upon HUD's approval of the County's 2024 Annual Action Plan and receipt of HUD's PY24 HOME allocation.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE PADS
HM21-02B - \$100,000.00

This AGREEMENT is entered into as of the 23rd day of January, 2024 by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois with offices at 421 N. County Farm Road, Wheaton, Illinois ("COUNTY") and DUPAGE PADS, an Illinois Not-for-Profit Corporation ("SUBRECIPIENT") having a principal place of business at 601 W. Liberty Dr., Wheaton, IL. 60187.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974," (Pub. L. 93 – 383, 42 U.S.C. § 5301, et seq.) and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, COUNTY has stated in its Consolidated Plan that it will undertake a Tenant Based Rental Assistance (TBRA) program and has selected SUBRECIPIENT to administer a portion of that program; and

WHEREAS, SUBRECIPIENT possesses the legal authority to execute an agreement to undertake the activity described herein and the individual signing on behalf of SUBRECIPIENT is duly authorized by SUBRECIPIENT to enter into this AGREEMENT and bind SUBRECIPIENT to its terms and conditions; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2021 Action Plan under Resolution HHS-R-0086-21 as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, HOME funding is identified for the TBRA Program as part of the 2024 Action Plan, anticipated to be adopted by the County Board under Resolution on February 13, 2024, as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HHS-R-0068-20; and

WHEREAS, the COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually

covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following exhibits are hereby incorporated into this AGREEMENT:
 - Exhibit A. DuPage County Tenant Based Rental Assistance (TBRA) Program Policy
 - Exhibit B. DuPage County TBRA Self-Sufficiency Program Plan
 - Exhibit C. Small Area Fair Market Rent (SAFMR) – DuPage Housing Authority Payment Standards
 - Exhibit D. Utility Allowance – DuPage Housing Authority Payment Standards
 - Exhibit E. HOME Lease Requirements
 - Exhibit F. Assurances
 - Exhibit G. Equal Employment Opportunity Certification
 - Exhibit H. VAWA Lease Addendum
 - Exhibit I. DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

II. STATEMENT OF WORK AND ELIGIBILITY FACTORS

- A. **Statement of Work:** The SUBRECIPIENT, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs to provide tenant-based rental assistance for eligible families to reside in eligible housing in accordance with the DuPage County TBRA Program Policy, dated January 24, 2019, reviewed, and amended annually attached hereto as *Exhibit A* and incorporated herein by reference (“PROJECT”).
- B. **Eligible Costs:** SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. SUBRECIPIENT shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government.
 - 1. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance. Security deposits may be granted to eligible families moving into eligible housing whether or not additional TBRA rental assistance is given, up to the equivalent of two months’ rent.
 - 2. The costs of inspecting the housing and determining the income eligibility of the family are eligible as costs to be reimbursed by HOME TBRA funds. It is anticipated that

COUNTY will conduct the housing inspections, but inspections may also be undertaken by public housing authority inspectors.

3. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY'S CDC.
4. SUBRECIPIENT is prohibited from charging families participating in this PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.

C. Eligible Families: In accordance with all the specific requirements of *Exhibit A*, families

1. Must meet citizenship requirements
2. Will be selected off the Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list maintained by the Homeless Management Information System (HMIS) and given a preference if homeless
3. Cannot have an income exceeding 50% of the median family income (MFI) for DuPage County, at initial occupancy, determined by the "Part 5" definition of annual income which is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period (24 CFR Part 5, et seq.). A list of the "Part 5" income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the "Part 5" definition of annual income by the United States Congress. Income must be recertified annually if family is receiving ongoing TBRA. If a family's income is equal or greater than 80% MFI at any recertification, the TBRA assistance will cease.
4. Must establish a self-sufficiency plan at initial lease up through SUBRECIPIENT that will meet the requirements of the DuPage County TBRA Self-Sufficiency Program Plan document attached hereto as *Exhibit B* and incorporated herein by reference.
5. Will contribute 30% of adjusted monthly income (minus utility allowance) to the rental payment, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). Utility Allowances are set forth on *Exhibit D*, attached hereto and incorporated herein by reference.
6. Must enter into a rental assistance contract with SUBRECIPIENT not to exceed 24 months, but which may be renewed, subject to the availability of HOME funds and continuing eligibility of the family. The term of the rental assistance contract with the family must begin on the first day of the term of the lease. The term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

D. Eligible Housing: In accordance with the specific requirements of *Exhibit A*,

1. Must be located within the boundaries of the COUNTY HOME Consortium which, at the time of this AGREEMENT, includes property anywhere in DuPage County and the City

of Naperville (even those areas outside of DuPage County), but excludes property located in the City of Aurora and the Village of Bolingbrook.

2. Must have a lease in the name of the tenant that complies with the requirements of the HOME program, as indicated on *Exhibit E*, attached hereto and incorporated herein by reference. SUBRECIPIENT, however, may enter into a rental assistance contract with the owner for direct payment of rent. The term of the rental assistance contract with the owner must begin on the first day of the term of the lease and must terminate on termination of the lease.
3. Must be rent reasonable, based on rents charged for comparable unassisted rental units and which rent may not exceed the Small Area Fair Market Rent standard set by the DuPage Housing Authority for its Section 8 Housing Choice Voucher Program, based on number of bedrooms set forth and referenced in *Exhibit C*.
4. Must pass a Housing Quality Standards inspection prior to commitment of funds and annual re-inspections for housing where a family continues to receive TBRA under this AGREEMENT.

III. AMOUNT OF HOME FUNDING; REIMBURSEMENT PROCEDURES; BUDGET

- A. HOME funds in the amount of up to ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00) shall be made available to SUBRECIPIENT for payment of eligible costs described in Section II. B., upon approval and adoption of this AGREEMENT by the DuPage County Board, upon receipt of HOME funds from the Department of Housing and Urban Development (HUD), and upon receipt of documentation as described in the Section III.
- B. Additional HOME funds in the amount of up to ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000) will be allocated from Program Year 2024 and made available to SUBRECIPIENT under a separate HOME Agreement. The Program Year 2024 award is contingent upon HUD's approval of the County's 2024 Annual Action Plan as well as receipt of a Program Year 2024 HOME allocation from HUD.
- C. All claims of SUBRECIPIENT shall comply with the following requirements:
 1. Prior to committing funds for a specific family, SUBRECIPIENT shall submit to COUNTY documentation in a form proscribed by County which verifies selection and eligibility of family, eligibility of housing, and request for inspection of the housing. COUNTY shall review documentation, complete housing inspection, and notify SUBRECIPIENT of approval or non-approval.
 2. Any request for reimbursement of rents, security deposits, or time spent determining the income eligibility of the family shall be accompanied by a copy of the lease, cancelled checks, and/or timesheets.
 3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold

funded amounts until all such requirements are met. To process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120).

D. The budget for the project is anticipated to be as follows:

Rents	\$193,000
Security deposits only	\$5,000
Determining income eligibility of families	\$2,000
TOTAL	\$200,000

These are estimated numbers and variations in the line items will be tracked but will not require modification to this AGREEMENT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS

- A. Time is of the essence of this AGREEMENT. SUBRECIPIENT shall be responsible for meeting the completion dates for the activities listed below. If a SUBRECIPIENT does not meet a completion date, SUBRECIPIENT shall immediately submit a revised implementation schedule for approval by CDC. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Activity</u>	<u>Completion Date</u>
1. 50% of funds expended	<u>08/23/2024</u>
2. 100% of funds expended	<u>01/23/2025</u>
3. Final reimbursement request received	<u>01/09/2025</u>

- B. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and, if the SUBRECIPIENT has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.
- C. This AGREEMENT shall terminate in accordance with Paragraph XI. F. The HOME regulations require the following although it is not anticipated that either of the stated situation will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT or recaptured by SUBRECIPIENT must be remitted to COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. SUBRECIPIENT shall comply with the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 ("Super Circular"), as updated from time to time, including any single audit requirements contained therein.

VI. OTHER PROGRAM REQUIREMENTS

- A. The project will be conducted and administered in compliance with applicable federal civil rights and fair housing law, including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 42 U.S.C. § 2000d et seq.), as amended; and that the SUBRECIPIENT will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
 3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20).
 4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.
 5. Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. § 3001, et seq.), as amended, and implementing regulations when published for effect.
- B. Section 109 of the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended, and the regulations issued pursuant thereto, requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited pursuant to the Age Discrimination Act of 1975 (Pub. L. 94-135).
- C. If applicable, the SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, if necessary. No construction is anticipated under this AGREEMENT.
- D. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. The environmental review for the PROJECT is complete.
- E. No PROPERTY located in a floodplain and/or subject to the National Flood Insurance Program may be acquired, rehabilitated or constructed as part of this PROJECT. Any construction or

rehabilitation pursuant to the PROJECT must comply with the DuPage County Countywide Stormwater and Flood Plain Ordinance. This PROJECT does not undertake any of these activities.

- F. SUBRECIPIENT shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as modified by Paragraph K of the Federal Register, Volume 73, No. 194. No person(s) shall be displaced as part of this PROJECT.
- G. SUBRECIPIENT must complete certifications showing equal employment opportunity compliance in accordance with Executive Order 11246, as set forth in *Exhibit G* attached hereto and made a part hereof.
- H. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u), (Section 3), by making efforts to offer training and employment opportunities to low and very low-income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT.
- I. As applicable, SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. Visual assessment of deteriorating paint is included as part of the housing inspection.
- J. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. No additional contractors are anticipated under this AGREEMENT.
- K. SUBRECIPIENT shall comply with administrative and procurement requirements of the Super Circular, including the conflict of interest provisions.
- L. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.

M. The Architectural Barriers Act of 1978 (42 U.S.C. § 4151-4157), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, to the extent applicable to the PROJECT.

N. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (5 U.S.C. § 1501, et seq.).

O. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

P. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT 's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;

- b. The SUBRECIPIENT 's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5. Notifying the CDC within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
- 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- Q. Eligible matching contributions (“Match”) are defined as the permanent contributions made to HOME-assisted affordable housing under the requirements of 24 CFR 92.220 of the ACT. Acceptable match for the PROJECT include cash contributions from non-Federal sources; reasonable value of donated construction materials, not acquired with Federal resources; the value of donated or voluntary labor; and the donated value of real property as appraised according to procedures acceptable to the COUNTY. SUBRECIPIENT will report any eligible match to COUNTY on an annual basis.
- R. It is not anticipated that SUBRECIPIENT shall receive program income under this Agreement. Should this occur; however, it shall be remitted to COUNTY.
- S. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the SUBGRANTEE for the duration of the affordability period.

- a. VAWA Notification Requirements: SUBGRANTEE must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
 - i. At the time the applicant is denied assistance or admission under a covered housing program;
 - ii. At the time the individual is provided assistance or admission under the covered housing program;
 - iii. With any notification of eviction or notification of termination of assistance; and
 - iv. During the annual recertification or lease renewal process, whichever is applicable.
- b. VAWA Lease Bifurcation:
 - i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
 - 1. Without regard to whether the household member is a signatory to the lease; and
 - 2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
 - ii. If a household occupying a HOME-assisted rental unit separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) may remain in the HOME-assisted unit.
 - 1. If a household receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will retain the HOME tenant-based rental assistance.
 - 2. A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.
- c. VAWA Lease Addendum, form HUD-91067, as amended by the US Department of Housing and Urban Development from time to time, attached

to this Agreement as Exhibit H, must be incorporated into each HOME-unit lease.

- d. VAWA Emergency Transfer Plan: SUBGRANTEE may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking or utilize the DuPage County Community Development Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit I.

VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.
- B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the SUBRECIPIENT shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

VIII. RECORDS & REPORTS

- A. SUBRECIPIENT authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the SUBRECIPIENT'S records and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.
- B. At the request of CDC or COUNTY, the SUBRECIPIENT shall furnish immediately, if required by the Comptroller General, otherwise within three (3) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT, and shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT.
- C. SUBRECIPIENT shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the funds contained in this PROJECT. SUBRECIPIENT is also required to meet any single audit requirements of the Federal Office of Management and Budget.
- D. SUBRECIPIENT shall maintain family and assistance records for this PROJECT in the DuPage Homeless Management Information System (HMIS).
- E. SUBRECIPIENT shall provide a Monthly Progress Report to CDC, reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System

- F. If requested, SUBRECIPIENT shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. SUBRECIPIENT will comply with all requests for information and with requests for on-site inspections of books, records, and units.
- G. SUBRECIPIENT shall maintain the following records:
 - 1. For a period of five years after a family completes their assistance: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged and those records that demonstrate that the household was income eligible.
 - 2. For a period of five years after each year of the PROJECT: Documentation that SUBRECIPIENT has followed the required tenant selection plan.
 - 3. For a period of five years after each year of the PROJECT: Documentation of all activities undertaken in connection with SUBRECIPIENT'S outreach for the PROJECT.
 - 4. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
 - 5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

IX. SUSPENSION AND TERMINATION

- A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to SUBRECIPIENT for SUBRECIPIENT'S breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to SUBRECIPIENT 'S performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENT 'S suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the SUBRECIPIENT in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the SUBRECIPIENT

to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or misapplication of funds derived from this AGREEMENT by SUBRECIPIENT or any violation of any of the statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by SUBRECIPIENT for this PROJECT or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT. All counsel employed by the SUBRECIPIENT to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.
- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The SUBRECIPIENT shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBRECIPIENT and the Federal agency, the SUBRECIPIENT shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBRECIPIENT shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified.
- D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the SUBRECIPIENT shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the SUBRECIPIENT may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY, subject to approval by the State's Attorney's Office, whichever is applicable.
- E. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject

by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

XI. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. SUBRECIPIENT acknowledges that HUD may from time-to-time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - SUBRECIPIENT shall not assign this AGREEMENT or any part thereof, nor shall SUBRECIPIENT transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.
- D. ATTORNEY'S OPINION - SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT.
- E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT, the AGREEMENT will terminate on 11/14/2025, except that the provisions related to record keeping shall survive termination and remain in effect for five (5) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System.
- G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and SUBRECIPIENT. SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.
- H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

Deborah A. Conroy,
DuPage County Board Chair

DATE:

ATTEST:

Jean Kaczmarek,
County Clerk

SUBRECIPIENT:

DuPage PADS,
an Illinois Not-for-Profit Corporation

ADDRESS:

601 W. Liberty Drive
Wheaton, IL 60187

BY:

April Redzic, President/CEO

DATE:

ATTEST:

Signature

Printed Name

Title

EXHIBIT A

DuPage County Tenant Based Rental Assistance Program (TBRA) – February 4, 2014

As amended: April 1, 2014

As amended: October 4, 2016

As amended: January 3, 2017

As amended: October 3, 2017

As amended: January 24, 2019

1. **Authority.**

- 24 CFR 92.205(a) Provision of tenant-based rental assistance, including security deposits (not to exceed two months' rent), is an eligible expense under the HOME program.
- 24 CFR 92.207(a)(5) Costs of administering tenant-based rental assistance program are eligible under the HOME program.
- 24 CFR 92.209 states eligible costs and requirements.

2. **Eligible Program Costs.** Rental assistance, security deposits, utility deposits, costs of inspecting the housing, costs of determining income eligibility of the family. HOME funds may provide security deposits, whether or not any other tenant-based rental assistance is provided. For the purpose of this section, "security deposit" refers to any up-front fee required by a landlord to process an application or move into a unit, including "administrative fees," "application fees," "move-in fees," or equivalent types of fees, in lieu of or in addition to a traditional "security deposit." whether or not such fee is classified as "security deposit" under any state or local statute, law, or ordinance. The total of all such fees and/or traditional "security deposit," may not exceed the equivalent of two-month's rent for the unit.

3. **Program Boundaries:** Assistance must be used within the boundaries of the DuPage HOME Consortium which as of February 2018 includes DuPage County, the Village of Downers Grove, the City of Naperville, and the City of Wheaton. However, this Consortium area may change during HUD's HOME Consortium requalification process, which occurs every three years.

4. **Tenant Selection.** All members of a family receiving assistance through TBRA must be U.S. citizens or resident aliens or meet very specific State Department exceptions. The DuPage County program will give preferences for homeless families. "Family" is defined in 24 CFR 5.403 and includes either single persons or groups of persons residing together (with or without children). Homeless shall be as defined as it is defined under the Emergency Solutions Grant (ESG) (Category 1 and Category 4) as stated below. The Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list will be utilized to select tenants. The CES operates through the Homeless Management Information System (HMIS); the County will work with the CoC to provide a tenant selection process for any potential Subrecipient Agency which may be prohibited from entering clients into the HMIS. Full income eligibility intake and documentation of U.S. citizen or resident alien status must be completed before TBRA assistance is committed or given. Documentation of homeless status must also be completed if preference is being given on that basis.

ESG Definition of Homelessness: Category 1. An individual or family who lacks a fixed regular and adequate nighttime residence, meaning: (i) Individual or family has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) Individual or family is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Category 4. Any individual or family who is fleeing; AND has no other residence; AND no resources AND lives in an emergency shelter or other place described in Category 1 above.

Participants who are on a Housing Choice Voucher Program (HCV; formerly Section 8) wait list at entry into TBRA will be assisted by case managers to ensure they maintain their status on the wait list. The family will provide their new address to the corresponding Public Housing Authority (PHA) and continue to monitor the wait list in the event that a Housing Choice Voucher becomes available to them.

5. **Income Eligibility.** Families must be determined to be income eligible prior to receiving assistance. The “Part 5” method of income qualification will be utilized. At least two months of source documentation are required to determine income. Families’ income cannot exceed 50% of the median family income (MFI) for DuPage County, as promulgated by HUD from time to time, at initial occupancy. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is greater than 80% MFI at any recertification, the TBRA assistance will cease.
6. **The CPD Income Eligibility** Calculator will be used to determine/verify the Annual Income and the Adjusted Gross Income for each household requesting assistance. The anticipated household income is to be projected for the coming 12-month period.
7. **Expectation of Family.** A family shall contribute 30% of its adjusted monthly income (minus utility allowance) to the rental payment commencing with month two of the lease, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). First month’s rent may be paid entirely through TBRA, (when that amount is within the maximum subsidy limit for that household), as families often need a month to accumulate sufficient funds to begin to meet this expectation and it would not be intent of this program to keep a family unhoused longer than necessary. If a family’s income is equal to or greater than 80% MFI at any recertification, the TBRA assistance will cease. Families must participate in a self-sufficiency program through the Subrecipient Agency handling its case. If a family fails to continue in the self-sufficiency program, their TBRA assistance will not be renewed. DuPage County will work with Subrecipient Agencies to develop a TBRA Self-Sufficiency Program plan.

8. **Program Operation.** DuPage County will operate the program through Subrecipient Agencies that are members of the DuPage CoC that have both the capacity to operate a rental program and the ability to provide the particular types of nonmandatory services that are appropriate for homeless families. The Subrecipient Agency shall make rental and security deposit payments directly to the owner of the unit on behalf of the family, in accordance with the terms of the lease, and receive reimbursement from DuPage County under the terms of its subrecipient agreement. Each lease must be held in the name of the tenant, but the subrecipient agency must also have an agreement for rental assistance with the owner. The term of the initial rental assistance contract will be for twelve (12) months, but may be renewed, subject to the availability of HOME funds and continuing eligibility. The term of the contract must begin on the first day of the term of the lease and terminate upon termination of the lease. If a tenant receives notice of the availability of a HCV, the Subrecipient Agency will work with the Landlord to transition the lease agreement from a TBRA contract to a DuPage Housing Authority (DHA) Housing Assistance Payment (HAP) contract.
9. **Leases and Rents.** Leases entered into by TBRA assisted families must comply with the tenant protection requirements of the HOME program and must be approved by DuPage County. Leases will be reviewed using the TBRA Lease Requirements form in compliance with 24 CFR 92.253. Rents must be reasonable, based on rents charged for comparable unassisted rental units and may not exceed the standard set by the DuPage Housing Authority for its Housing Choice Voucher Program, based on number of bedrooms. However, up to 110% of the rent standard may be applied for 20% of the program participants when a Request for Unit Specific Rent Payment Standard is approved by DuPage County. The general occupancy standard for DHA HCV is one bedroom for the head of household and 2 persons per bedroom after that. This may be varied by DuPage County with specific request by the Subrecipient Agency.

Maximum Subsidy. The amount of the monthly assistance that may be paid on behalf of a family may not exceed the difference between the Small Area Fair Market Rent Standard (SAFMRS) for the unit size as established by HUD and adopted by DuPage Housing Authority, and 30% of the family's monthly adjusted income. The CPD Income Calculator Rental Assistance Calculation Rental Voucher Model will be used to determine/verify the maximum subsidy and 30% of the family's monthly adjusted income. Note: the tenant payment may exceed 30% of the family's monthly adjusted income depending on the unit selection, though the maximum subsidy remains as calculated according to the formula.
10. **Housing Standards.** Requirements of 24 CFR 982.401 apply. Unit must pass a Housing Quality Standards (HQS) inspection at initial inspection and annual reinspection for units where family continues to receive ongoing TBRA. Should a client issue a complaint that local codes/HQS are not being met, the Subrecipient Agency will advocate for the client and if necessary, request DuPage County to re-inspect the unit.
11. **Subrecipient Agencies.** Any agency that is a member of the DuPage CoC that is currently receiving CDBG or ESG funds through DuPage Community Development Commission may apply to participate as a Subrecipient Agency under the DuPage County TBRA program. Acceptance into the program will be based on the agency's ability to demonstrate through its completion of an application process that it can provide the types of nonmandatory services that are appropriate for homeless families, will abide by the terms of the DuPage County TBRA Self-

Sufficiency Program, has the capacity to hold clients accountable to the terms of the DuPage County TBRA Self-Sufficiency Program, and has the capacity to operate a rental program (including financial capacity). Approval to participate does not guarantee that there will be sufficient funding available to operate the TBRA program through multiple agencies. If a family selected from the wait list already has case management or services history with a Subrecipient Agency under the DuPage County TBRA program, management of that family's case will be handled by that agency.

12. **Denial and/or Termination Process:** All assistance provided under TBRA is subject to eligibility requirements and program guidelines. Final decisions regarding admittance into the program or non-continuation will be relayed in writing, to the household, by the Subrecipient Agency. The Subrecipient Agency will provide, when appropriate, referrals and resources.

A formal separation process will, at a minimum, consist of the following:

- Written notice which includes date of termination, reason for termination, opportunity for appeal, and, if appropriate, any helpful resources to assist the participating household to maintain housing stability.
- Opportunity to appeal – Participating households which are selected for non-continuation are entitled to request a review of the decision by the Subrecipient Agency with the opportunity to present oral or written objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision. Final decisions regarding the appeal will be provided promptly in writing.

13. **HMIS.** Subrecipient Agencies will report in accordance with the terms of the Subrecipient Agreement. This will include reporting required in the HMIS, unless the Subrecipient Agency is prohibited from entering clients into HMIS (e.g. agencies whose primary mission is to serve victims of domestic violence) and maintains an equivalent database that will be able to meet any HUD required reporting standards.

EXHIBIT B

DuPage County

Tenant Based Rental Assistance (TBRA)

Self-Sufficiency Program Plan

Introduction

The goal of TBRA Program is provide rental assistance, security deposits and supportive services to assist homeless individuals and families in achieving self-sufficiency (herein referred to as “Participant(s)”). TBRA Program rental assistance will be provided with funds received by DuPage County (“County”) under the HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (“HUD”). TBRA funds and program policies will be administered through agencies that have entered into a Subrecipient Agreement with County (each referred to as “Agency”). Each subrecipient agency administering the TBRA funds will develop a self-sufficiency program plan for each client receiving TBRA assistance to provide the greatest possible support for TBRA participants’ success.

Case Management

Agency Case Managers will take the lead in working with participants. The purpose of case management will be to assist participants in enrolling in mainstream benefits and to engage participants in eviction prevention strategies and may include, but not be limited to:

- Assessment of participant’s health, welfare, education, employment and, if applicable, children’s needs
- Determination of individual goals
- Development of an individualized action plan to help the participant meet his or her needs, solve problems or achieve goals
- Provision of support in-house or referral to community resources and services to achieve objective in the action plan
- Ongoing interaction with the participant and outside resources in the coordination of action plan activities
- Periodic re-evaluation of the participants’ needs and goals and modification of action plan to respond to the current situation
- Advocacy to help the participant obtain services or benefits to which they are entitled
- Intervention during a crisis (i.e., job loss, substance abuse, family violence) to prevent a problem from escalating
- Empowerment of the participant by help them improve coping skills and increase knowledge of community resources and how to use them
- Follow-up to ensure that the participant continues to progress toward meeting needs, solving problems or achieving goals that were identified

Agency Case Managers will assist participants with the TBRA Program application and required documentation to determine income eligibility for the program. The Case Manager, with participant cooperation and input, will develop a Self-Sufficiency Program plan. The Plan will explicitly outline the goals of the Participant, the immediate and measurable steps to be taken, by whom and in what time frame and the role of the Case Manager in attaining these goals. To ensure that Plans are useful, the Participant will actively participate in the development of the Plan including meeting with a Case Manager, if required under the terms of that Participant's plan.

Independent Living and Employment Skills Training

Participants must be engaged in learning the skills they need to live independently. Each Participant's Plan will include independent living and employment skills training, based on Participant's needs. Such training may include, but not be limited to:

- Housekeeping
- Fire prevention and safety
- Money management
- Household management
- Landlord/tenant issues
- Food and nutrition
- Basic home repair
- How to access social services
- Parenting
- Employment readiness

Only Participant(s) who have fulfilled their obligations under the individual Self-Sufficiency Program plan, who continue to be income eligible for the program, and who have fulfilled their obligations under the TBRA Tenant Agreement will be eligible to apply for recertification and renewal of assistance after the termination of the initial or current period of assistance.

Reporting

As part of periodic outcomes reporting, Agency Case Managers will submit compliance documentation to DuPage County, in the monthly progress reports. Agencies will indicate which Participants are ***compliant*** with Self-Sufficiency Program plans after sixty days of assistance and ninety days prior to the expiration of the Participant's lease. Changes in household income, household composition, or indicators of housing instability may result in DuPage County requesting additional reporting documentation.

EXHIBIT C



DuPage Housing Authority 711 E Roosevelt Rd, Wheaton, IL 60187
H: 630.690.3555 FAX: 630.690.0702 www.dupagehousing.org

2024 DHA Maximum Voucher Allowance - Effective 01/01/2024

(Payment Standards)

ZipCode	Town	DHA Studio	DHA 1 Bedroom	DHA 2 Bedroom	DHA 3 Bedroom	DHA 4 Bedroom	DHA 5 Bedroom	DHA 6 Bedroom
60101	Addison	\$1,270	\$1,360	\$1,550	\$1,970	\$2,340	\$2,691	\$3,042
60103	Bartlett	\$1,870	\$2,010	\$2,290	\$2,920	\$3,450	\$3,968	\$4,485
60106	Bensenville	\$1,350	\$1,450	\$1,650	\$2,100	\$2,490	\$2,864	\$3,237
60108	Bloomington	\$1,620	\$1,750	\$1,990	\$2,530	\$3,000	\$3,450	\$3,900
60188	Carol Stream	\$1,520	\$1,640	\$1,860	\$2,370	\$2,800	\$3,220	\$3,640
60514	Clarendon Hills	\$1,190	\$1,280	\$1,460	\$1,860	\$2,200	\$2,530	\$2,860
60561	Darien	\$1,690	\$1,820	\$2,070	\$2,640	\$3,120	\$3,588	\$4,056
60515	Downers Grove	\$1,620	\$1,750	\$1,990	\$2,530	\$3,000	\$3,450	\$3,900
60516	Downers Grove	\$1,650	\$1,780	\$2,020	\$2,570	\$3,040	\$3,496	\$3,952
60126	Elmhurst	\$1,810	\$1,950	\$2,220	\$2,830	\$3,350	\$3,853	\$4,355
60137	Glen Ellyn	\$1,320	\$1,420	\$1,620	\$2,060	\$2,440	\$2,806	\$3,172
60138	Glen Ellyn	\$1,580	\$1,710	\$1,940	\$2,470	\$2,920	\$3,358	\$3,796
60139	Glendale Heights	\$1,630	\$1,760	\$2,000	\$2,550	\$3,010	\$3,462	\$3,913
60133	Hanover Park	\$1,530	\$1,650	\$1,880	\$2,390	\$2,830	\$3,255	\$3,679
60521	Hinsdale	\$2,100	\$2,260	\$2,570	\$3,270	\$3,870	\$4,451	\$5,031
60522	Hinsdale	\$1,580	\$1,710	\$1,940	\$2,470	\$2,920	\$3,358	\$3,796
60143	Itasca	\$1,570	\$1,690	\$1,920	\$2,440	\$2,890	\$3,324	\$3,757
60439	Lemont/ Woodridge/ Willow Springs	\$1,340	\$1,440	\$1,640	\$2,090	\$2,470	\$2,841	\$3,211
60532	Lisle	\$1,710	\$1,840	\$2,090	\$2,660	\$3,150	\$3,623	\$4,095
60148	Lombard	\$1,730	\$1,860	\$2,120	\$2,700	\$3,190	\$3,669	\$4,147
60157	Medinah/Bloomington	\$1,640	\$1,760	\$2,010	\$2,550	\$3,020	\$3,473	\$3,926
60540	Naperville	\$1,770	\$1,910	\$2,170	\$2,760	\$3,270	\$3,761	\$4,251
60563	Naperville	\$1,970	\$2,120	\$2,410	\$3,070	\$3,630	\$4,175	\$4,719
60564	Naperville	\$2,100	\$2,260	\$2,570	\$3,270	\$3,870	\$4,451	\$5,031
60565	Naperville	\$1,760	\$1,890	\$2,150	\$2,740	\$3,240	\$3,726	\$4,212
60566	Naperville	\$1,580	\$1,710	\$1,940	\$2,470	\$2,920	\$3,358	\$3,796
60567	Naperville	\$1,550	\$1,670	\$1,890	\$2,410	\$2,860	\$3,289	\$3,718
60523	Oak Brook	\$860	\$920	\$1,050	\$1,340	\$1,580	\$1,817	\$2,054
60172	Roselle	\$1,680	\$1,810	\$2,060	\$2,620	\$3,100	\$3,565	\$4,030
60181	Villa Park/Oak Brook Terrace	\$1,530	\$1,650	\$1,880	\$2,390	\$2,830	\$3,255	\$3,679
60555	Warrenville	\$1,730	\$1,860	\$2,120	\$2,700	\$3,190	\$3,669	\$4,147
60185	West Chicago	\$1,360	\$1,460	\$1,660	\$2,110	\$2,500	\$2,875	\$3,250
60186	West Chicago	\$1,580	\$1,710	\$1,940	\$2,470	\$2,920	\$3,358	\$3,796
60559	Westmont	\$1,460	\$1,570	\$1,790	\$2,280	\$2,700	\$3,105	\$3,510
60187	Wheaton	\$1,700	\$1,830	\$2,080	\$2,650	\$3,130	\$3,600	\$4,069
60189	Wheaton	\$1,730	\$1,860	\$2,120	\$2,700	\$3,190	\$3,669	\$4,147
60527	Willowbrook/Burr Ridge	\$1,770	\$1,910	\$2,170	\$2,760	\$3,270	\$3,761	\$4,251
60190	Winfield	\$2,100	\$2,260	\$2,570	\$3,270	\$3,870	\$4,451	\$5,031
60191	Wood Dale	\$1,600	\$1,720	\$1,960	\$2,500	\$2,950	\$3,393	\$3,835
60517	Woodridge	\$1,690	\$1,820	\$2,070	\$2,640	\$3,120	\$3,588	\$4,056

12/01/2023

EXHIBIT D



DuPage Housing Authority
711 E Roosevelt Rd, Wheaton, IL 60187
PH: 630.690.3555 FAX: 630.690.0702
www.dupagehousing.org

Kendall Housing Authority
811 W John St., Yorkville, IL 60560
PH: 630.593.8218 FAX: 331.207.8923
www.kendallhousing.org



DUPAGE HOUSING AUTHORITY 2022 UTILITY ALLOWANCE SCHEDULE EFFECTIVE MAY 1, 2022

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
ELECTRIC							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$38	\$48	\$57	\$66	\$75	\$80
House (Single Family Detached)	\$44	\$49	\$63	\$76	\$90	\$103	\$110
Cooking - All Unit Types	\$5	\$6	\$9	\$12	\$15	\$17	\$19
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$14	\$16	\$21	\$25	\$30	\$34	\$37
House (Single Family Detached)	\$17	\$20	\$26	\$32	\$37	\$43	\$47
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$24	\$28	\$38	\$49	\$59	\$69	\$74
House (Single Family Detached)	\$57	\$67	\$78	\$90	\$101	\$113	\$122
NATURAL GAS							
Cooking - All Unit Types	\$2	\$2	\$3	\$4	\$5	\$6	\$7
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$5	\$5	\$8	\$10	\$13	\$15	\$17
House (Single Family Detached)	\$6	\$7	\$10	\$13	\$16	\$19	\$20
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$17	\$21	\$24	\$27	\$31	\$35	\$37
House (Single Family Detached)	\$25	\$29	\$35	\$39	\$45	\$49	\$53
Monthly Gas Fee - All Unit Types	\$21	\$21	\$21	\$21	\$21	\$21	\$21
MISCELLANEOUS							
Water - All Unit Types	\$35	\$36	\$48	\$60	\$71	\$83	\$90
Sewer - All Unit Types	\$23	\$23	\$29	\$34	\$40	\$45	\$49
Trash - All Unit Types	\$14	\$14	\$14	\$14	\$14	\$14	\$14
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
TOTAL ALLOWANCES							

Effective May 1, 2022

EXHIBIT E

HOME Investment Partnerships Program Lease Requirements 24 CFR 92.253

1. The lease, and any extension thereof, shall be for a term of not less than one year, unless by mutual agreement between the tenant and the owner.
2. Tenant may not agree to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
3. Tenant may not agree that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with the laws of the State of Illinois.
4. Tenant may not agree not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
5. Tenant may not agree that the owner may institute a lawsuit against the tenant without notice to the tenant.
6. Tenant may not agree that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
7. Tenant may not agree to waive any right to a trial by jury.
8. Tenant may not agree to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
9. Tenant may not agree to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
10. Tenant may not be required to accept supportive services that are offered (other than tenants in transitional housing).
11. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in tenant's income or refusal of tenant to purchase the housing. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

EXHIBIT F

ASSURANCES

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

- A. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
- B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
- C. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
 - 1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
 - a. The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and
 - b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG FUNDS and to assist persons actually displaced as a result of such activities;
 - 2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
- D. The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 - 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;
 - 4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including:
 - a. Employment and training.

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for opportunities and training described in paragraph a. i. of this section should be given to:
 - 1. Section 3 workers residing within the service area or the neighborhood of the project, and
 - 2. Participants in YouthBuild programs.
- b. Contracting.
 - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for contracting opportunities described in paragraph b. i. of this section should be given to:
 - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - 2. YouthBuild programs.
- c. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
- d. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.
- e. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts.

- 5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- 6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
 8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;
 10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
 11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;
 12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 13. The Fair Housing Act (42 U.S.C. 3601-20);
- E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and
 - F. When a grant is in excess of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
 - G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
 - H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate

income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.

- I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);
 4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).

- J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- K. In regards to lobbying, the SUBGRANTEE certifies:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

EXHIBIT G

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

HOME Investment Partnerships County of DuPage

The undersigned understands and agrees that it is a SUBRECIPIENT of a Project funded in part by the HOME Investment Partnership Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SUBRECIPIENT further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the HOME Investment Partnership Program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any HOME Investment Partnership Program construction.
3. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
4. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
5. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility

for government contracts and federally assisted construction contracts pursuant to the Executive Order.

6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.
7. In the event that SUBRECIPIENT fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant, refrain from extending any further assistance to SUBRECIPIENT until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

SUBRECIPIENT: DuPage PADS,
an Illinois Not-for-Profit Corporation

ADDRESS: 601 W. Liberty Drive
Wheaton, IL. 60187

BY: _____
April Redzic, President/CEO

DATE: _____

ATTEST: _____
Signature

Printed Name

Title

Exhibit H

VIOLENCE, DATING VIOLENCE
OR STALKING

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Form HUD-91067
(9/2008)

Exhibit I

EMERGENCY TRANSFER PLAN FOR VICTIMS
OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING

DuPage County
Community Development Commission
November 2018

DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

DuPage County Community Development Commission (CDC) and its subrecipients are concerned about the safety of tenants residing in ESG and HOME-assisted units, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ tenants in both ESG and HOME-assisted units who are victims of domestic violence, dating violence, sexual assault, or stalking can request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of DuPage County and its subrecipients to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

NOTE: DuPage County funds unit-based and voucher-based projects and does not own or maintain an inventory of dwelling units. DuPage County and its subrecipients cannot guarantee dwelling units will be available to offer tenants for temporary or permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that DuPage County Community Development Commission is compliant with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

1. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
2. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall submit a written request to:

1. Subrecipient agency (Emergency Solutions Grant/Tenant-Based Rental Assistance); **OR**
2. Property management office, landlord, etc. (HOME-assisted units, non-TBRA)

The subrecipient will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the housing providers program; **OR**
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

Both DuPage County and its subrecipients will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives express written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.³

Emergency Transfer Timing and Availability

DuPage County and its subrecipients cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. DuPage County's subrecipients will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. *DuPage County's subrecipients may be unable to transfer a tenant to a unit if the tenant has not or cannot establish eligibility for that unit.*

If DuPage County's subrecipient has no safe and available units for which a tenant who needs an emergency transfer is eligible, DuPage County's subrecipient will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, DuPage County's subrecipient will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

³ See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about Housing Provider's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

National Resources

Tenants who are, or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are, or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Local Resources

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.
Family Shelter Service
Hotline: 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.
YWCA Metropolitan Chicago
Hotline: 630-971-3927

Attachment:

1. DuPage County Community Development Commission's VAWA Policy



HS Resolution

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

File #: HS-R-0008-24

Agenda Date: 1/16/2024

Agenda #: 15.E.

MODIFICATION TO LOAN AGREEMENTS BETWEEN THE
COUNTY OF DUPAGE AND ADVANCE RESOURCE RECOVERY CORPORATION, FKA SERENITY
HOUSE FOUNDATION INC.
CD19-07 & CD22-07

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds ("CDBG") from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, SERENITY HOUSE COUNSELING SERVICES, INC. (SUBGRANTEE) had made application to COUNTY through its Community Development Commission ("CDC") for a portion of COUNTY's CDBG funds; and

WHEREAS, ADVACNE RESOURCE RECOVERY CORPORATION (AARC), Formerly Known As (FKA) SERENITY HOUSE FOUNDATION, INC., owns and operates the property identified within the application proposed for improvements, located at 891 S. Rohlwing Road, Addison, IL 60101; and

WHEREAS, SUBGRANTEE has a current lease agreement with AARC, and is currently the Lessee of the property proposed for improvements, which is used for substance abuse treatment programming, specifically, extended residential care treatment program assisting individuals recovering from substance abuse; and

WHEREAS, the COUNTY approved funding up to FIFTY-TWO THOUSAND AND 00/11 DOLLARS (\$52,000.00) in CDBG funding for rehabilitation of the Women's Extended Residential Care (WERC) kitchen facility, located at 891 S. Rohlwing Road, Addison, IL 60101, adopted under Resolution HHS-R-0116-19 on 03/12/2019; and

WHEREAS, the COUNTY approved funding up to FOUR HUNDRED THOUSAND AND 00/11 DOLLARS (\$400,000.00) in CDBG funding for expansion of the WERC facility, located at 891 S. Rohlwing Road, Addison, IL 60101, adopted under Resolution HHS-R-0052-22 on 02/08/2022; and

WHEREAS, the SUBGRANTEE seeks to refinance an existing mortgage, pursuant to the terms of the DuPage County Community Development Commission Policies, and has requested a subordination of the DuPage County Mortgage recorded as document number R2020-137624, along with a waiver of the “Subordination Policy - Rental Properties and Public Facilities” specifically pertaining to a fixed-rate mortgage for CDBG project CD19-07; and

WHEREAS, the SUBGRANTEE seeks to refinance an existing mortgage, pursuant to the terms of the DuPage County Community Development Commission Policies, and has requested a subordination of the DuPage County Mortgage recorded as document number R2023-017313, along with a waiver of the “Subordination Policy - Rental Properties and Public Facilities” specifically pertaining to a fixed-rate mortgage for CDBG project CD22-07; and

WHEREAS, the Community Development Executive Committee of the DuPage County Community Development Commission approved the subordination of the DuPage County Mortgages R2020-137624 and R2023-017313 along with a waiver to the “Subordination Policy - Rental Properties and Public Facilities” specifically pertaining to a fixed-rate mortgage for CDBG project numbers CD19-07 and CD22-07 on January 2, 2024; and

WHEREAS, the DuPage County Human Services Committee approved the subordination of the DuPage County Mortgages R2020-137624 and R2023-017313 on January 16, 2024; and

NOW THEREFORE BE IT RESOLVED by the County Board that said Subordination Agreement between DuPage County by and through its Community Development Commission for the benefit of Advance Resource Recovery Corporation, FKA Serenity House Foundation, Inc., and St. Charles Bank & Trust Company, herein incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Director of Community Services is authorized and directed to execute the Subordination Agreement, and any documents necessary to effectuate the transaction, on behalf of DuPage County; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECTS CD19-07 and CD22-07 so long as such amendments further the completion of the project and are in accordance with regulations applicable to the Community Development Block Grant Program and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send copies of this Resolution to ADVANCE RESOURCE RECOVERY CORPORATION (AARC), Formerly Known As (FKA) SERENITY HOUSE FOUNDATION, INC., 891 S. Rohlwing Road, Addison, IL 60101; and the Community Development Commission.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: January 8, 2024

SUBJECT: DuPage County Community Development Projects #CD19-07 and CD22-07
– Advance Resource Recovery Corporation, formerly known as Serenity
House Foundation, Inc. - Subordination Requests

On 01/02/2024, the Community Development Commission Executive Committee approved the following recommendation.

Action Requested: The Community Development Commission Executive Committee recommends the approval of a subordination of loans for CD19-07 and CD22-07. Further, CDC staff supports Serenity House Foundation Inc.'s policy appeal and recommends waiver of the County's "Subordination Policy – Rental & Public Facility," specifically pertaining to a fixed-rate mortgage and non-permissible balloon payment for Project CD19-07 and CD22-07.

Details: DuPage County Community Development Commission (CDC) awarded Community Development Block Grant (CDBG) funding for improvements to the Women's Extended Residential Care (WERC) located at 891 S. Rohlwing Road, Addison, IL. CDC Project #CD19-07 was awarded \$52,000 in CDBG funds for rehabilitation of the WERC kitchen facility. CDC Project #CD22-07 was awarded \$400,000 in CDBG funds for expansion of the WERC facility.

Serenity House Foundation, Inc., now known as Advance Resource Recovery Corporation (ARRC), has requested the approval of a subordination of two loans and a waiver of the County's "Subordination Policy – Rental & Public Facility," specifically pertaining to the fixed-rate mortgage requirement as well as the non-permissible balloon payments. ARRC has refinanced into a new loan in the amount of \$250,000 with St. Charles Bank & Trust Company (SCBT). SCBT has estimated the property value at \$6.5M. SCBT's loan terms include a 6.95% interest rate fixed over five years with a 10-year amortization period, resulting in a balloon payment.

CDC Staff has reviewed the most recent AARC's audit and SCBT's underwriting of the new loan and determined the County's risk is low. The County's \$52,000 loan will have satisfied the regulatory compliance period prior to the fixed rate expiring.

**LAW OFFICE OF
KELLI M. SMITH, P.C.**

KELLI M. SMITH
ATTORNEY AT LAW
630.637.9811 PHONE
630.637.9814 FAX

300 E. FIFTH AVENUE
SUITE 365
NAPERVILLE, ILLINOIS 60563
kmsmith61@frontier.com

December 6, 2023

VIA EMAIL ONLY

Thomas.Schwertman@dupageco.org

Thomas J. Schwertman
Housing and Community Development Planner
421 N. County Farm Road, Room 2-800
Wheaton, IL 60187

Re: Request for Subordination

Dear Mr. Schwertman:

As you are aware, I am the attorney representing Advance Resource Recovery Corporation, NFP, the borrower in a new loan with St. Charles Bank & Trust, who made the request of the County to subordinate two existing forgivable mortgages made by Serenity House Foundation, Inc.

Pursuant to your email of November 30, 2023, I am requesting on behalf of Advance Resource Recovery Corporation, NFP, formerly known as Serenity House Foundation, Inc. that the county waive the requirements that the mortgagor must refinance into a fixed rate mortgage and also waive the prohibition concerning balloon payments.

Thank you for your assistance in this matter.

Very truly yours,


Kelli M. Smith

KMS/ljk

Prepared by and to be returned to:
Thomas Schwertman
Community Development Commission
Project CD19-07
421 N. County Farm Road, Room 2-800
Wheaton, IL 60187

P.I.N.: 03-31-300-030
Property Address: 891 S. Rohlwing Rd. Addison, Illinois 60101

SUBORDINATION AGREEMENT

WHEREAS, SERENITY HOUSE FOUNDATION, INC, now known as Advanced Resource Recovery Corporation (ARRC), an Illinois not-for-profit Corporation ("Mortgagor"), by mortgage dated September 1, 2020 and recorded in the Recorder's Office of DuPage County, Illinois, on November 17, 2020 as Document No. R2020-137624 (hereinafter the "Mortgage"), did convey unto DuPage County through its Community Development Commission (hereinafter "Mortgagee") certain premises in the Village of Addison, DuPage County, Illinois, described as follows:

PARCEL 1: PART OF LOT 2, THE SOUTH 360 FEET OF THE WEST 505 FEET OF THE EAST 571 FEET (EXCEPT THEREFROM THE EAST 57.95 FEET THEREOF) OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 335.00 FEET OF THE EAST 57.95 FEET OF LOT 6 IN DUPAGE INDUSTRIAL ANNEX SOUTH, BEING A SUBDIVISION IN THE NORTH ½ OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1969 AS DOCUMENT R69-28863, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INSTRUMENT RECORDED AS DOCUMENT R88-138513 AND RE-RECORDED AS DOCUMENT R89-009291, OVER AND ACROSS THE SOUTH 33 FEET (EXCEPT THE EAST 571 FEET, AS MEASURED ON THE SOUTH LINE) OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 03-31-300-030

Commonly known as 891 S. Rohlwing Road, Addison, Illinois 60101

(hereinafter the "Premises") to secure a certain Non-Recourse Forgivable Payment Note of FIFTY-TWO THOUSAND AND NO/100 Dollars (\$52,000.00); and

WHEREAS, there now remains unpaid principal on the account of said Mortgage, and the Deferred Note secured thereby; and

WHEREAS, Mortgagee has some right, interest and claim in and to said Premises by reason of the Mortgage and Deferred Note given under Project CD19-07 through the DuPage County Community Development Commission, but is willing to subject and subordinate said right, interest, and claim to mortgages to St. Charles Bank & Trust Company and/or its successors or assigns;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid to the undersigned Mortgagee, the receipt and sufficiency of which is hereby acknowledged, the undersigned Mortgagee does hereby covenant and agree that its right, interest, and claim in the Premises evidenced by the Mortgage, the Deferred Note secured thereby, and this Subordination Agreement, are and shall be and remain at all times subject and subordinate to the lien of a mortgage to St. Charles Bank & Trust Company and/or its successors or assigns in the amount of \$250,000.00 recorded in the Recorder's office of DuPage County, Illinois, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Illinois.

WITNESS the hand and seal of the undersigned as of the _____ day of _____, 2024.

Mortgagee

DuPage County, by and through its
Community Development Commission

By _____
Mary A. Keating
Director of Community Services

STATE OF ILLINOIS

COUNTY OF DU PAGE

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mary A. Keating of the DuPage County Community Development Commission, personally known to me to be the representative of the Commission and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such they signed and delivered said instrument as such officer of the Commission.

Given under my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Prepared by and to be returned to:
Thomas Schwertman
Community Development Commission
Project CD22-07
421 N. County Farm Road, Room 2-800
Wheaton, IL 60187

P.I.N.: 03-31-300-030
Property Address: 891 S. Rohlwing Rd. Addison, Illinois 60101

SUBORDINATION AGREEMENT

WHEREAS, SERENITY HOUSE FOUNDATION, INC, now known as Advanced Resource Recovery Corporation (ARRC), an Illinois not-for-profit Corporation ("Mortgagor"), by mortgage dated April 1, 2023 and recorded in the Recorder's Office of DuPage County, Illinois, on March 22, 2023 as Document No. R2023-017313 (hereinafter the "Mortgage"), did convey unto DuPage County through its Community Development Commission (hereinafter "Mortgagee"), certain premises in the Village of Addison, DuPage County, Illinois, described as follows:

PARCEL 1: PART OF LOT 2, THE SOUTH 360 FEET OF THE WEST 505 FEET OF THE EAST 571 FEET (EXCEPT THEREFROM THE EAST 57.95 FEET THEREOF) OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 335.00 FEET OF THE EAST 57.95 FEET OF LOT 6 IN DUPAGE INDUSTRIAL ANNEX SOUTH, BEING A SUBDIVISION IN THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1969 AS DOCUMENT R69-28863, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INSTRUMENT RECORDED AS DOCUMENT R88-138513 AND RE-RECORDED AS DOCUMENT R89-009291, OVER AND ACROSS THE SOUTH 33 FEET (EXCEPT THE EAST 571 FEET, AS MEASURED ON THE SOUTH LINE) OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 03-31-300-030

Commonly known as 891 S. Rohlwing Road, Addison, Illinois 60101

(hereinafter the "Premises") to secure a certain Non-Recourse Forgivable Payment Note for FOUR HUNDRED THOUSAND AND NO/100 Dollars (\$400,000.00); and

WHEREAS, there now remains unpaid principal on the account of said Mortgage, and the Deferred Note secured thereby; and

WHEREAS, Mortgagee has some right, interest and claim in and to said Premises by reason of the Mortgage and Deferred Note given under Project CD22-07 through the DuPage County Community Development Commission, but is willing to subject and subordinate said right, interest, and claim to mortgages to St. Charles Bank & Trust Company and/or its successors or assigns;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid to the undersigned Mortgagee, the receipt and sufficiency of which is hereby acknowledged, the undersigned Mortgagee does hereby covenant and agree that its right, interest, and claim in the Premises evidenced by the Mortgage, the Deferred Note secured thereby, and this Subordination Agreement, are and shall be and remain at all times subject and subordinate to the lien of a mortgage to St. Charles Bank & Trust Company and/or its successors or assigns in the amount of \$250,000.00 recorded in the Recorder's office of DuPage County, Illinois, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Illinois.

WITNESS the hand and seal of the undersigned as of the _____ day of _____, 2024.

Mortgagee

DuPage County, by and through its
Community Development Commission

By _____
Mary A. Keating
Director of Community Services

STATE OF ILLINOIS

COUNTY OF DU PAGE

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mary A. Keating of the DuPage County Community Development Commission, personally known to me to be the representative of the Commission and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such they signed and delivered said instrument as such officer of the Commission.

Given under my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public



HS Requisition \$30,000 and Over

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

File #: HS-P-0011-24

Agenda Date: 1/16/2024

Agenda #: 15.F.

AWARDING RESOLUTION ISSUED TO
TEEN PARENT CONNECTION
TO PROVIDE CAR SEATS, BOOSTER SEATS, DIAPERS, FORMULA, WIPES,
AND CAR SEAT SAFETY TRAINING TO
LOW INCOME RESIDENTS OF DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT \$40,000.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to Teen Parent Connection, to provide car seats, booster, seats, diapers, formula, wipes, and car seat safety training to low income residents in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide car seats, booster, seats, diapers, formula, wipes, and car seat safety training to low income residents in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Teen Parent Connection, 475 Taft Avenue, Glen Ellyn, IL 60188, for a total amount of \$40,000.00. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Grant funded)

Enacted and approved this 23rd day of January, 2024 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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$40,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$4,000.00
	CURRENT TERM TOTAL COST: \$4,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Teen Parent Connection	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Becky Beilfuss	VENDOR CONTACT PHONE: (630) 812-0116	DEPT CONTACT PHONE #: 6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: beckyb@teenparentconnection.org	VENDOR WEBSITE: teenparentconnection.org	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.). Teen Parent Connection will provide car seats, booster seats, diapers, formula, wipes and car seat safety training to low income residents of DuPage County via \$40,000 in CSBG grant funds.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished \$40,000 in CSBG funds will assist with up to 65 households with car seats, booster seats and car seat safety training and 250 households with diapers, formula, wipes and other infant needs.			

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Outreach Community Services is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding. Low-income residents of DuPage County do not have access to safe, age-appropriate car seats for their children. In conducting the 2022 DuPage County Department of Community Services' Needs Assessment, 42.9% of the Service User indicated struggling to pay for car needs and 33.9% indicated struggling to obtain personal items for their families in the last 12 months. Teen Parent Connection (Sub-grantee) will provide child passenger safety education and car seats to DuPage County eligible families. Participating families will receive an age-appropriate car seat for each child and education on how to properly install the car seat by an Illinois Child Passenger Safety Technician. Participating families will also be provided diapers, wipes, supplemental food, and formula via Teen Parent Connection pantry.
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). Fund the program at \$40,000. 1) Fund Teen Parent Connection at \$40,000 to provide up to 65 households with car seats or booster seats and safety training as well 250 households with infant formula, diapers, wipes and other infant needs. 2) If funds are not provided, 35 households would not have the appropriate safety equipment, infant supplies and training to ensure their children are safe while in a vehicle.

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: Teen Parent Connection	Vendor#:	Dept: Community Services	Division: Intake and Referral
Attn: Becky Beilfuss	Email: beckyb@teenparentconnection.org	Attn: Gina Strafford-Ahmed	Email: gina.strafford@dupagecounty.gov
Address: 475 Taft Ave	City: Glen Ellyn	Address: 421 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60137	State: Illinois	Zip: 60187
Phone: (630) 812-0116	Fax:	Phone: 6444	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
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): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25):			

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		Contract Services	FY24	5000	1650	53820	24-231028	40,000.00	40,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 40,000.00

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.
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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND TEEN PARENT CONNECTION FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this ____ day of _____, 20____, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and TEEN PARENT CONNECTION (hereinafter called "SUBGRANTEE"), located at: 475 Taft Avenue, Glen Ellyn, IL 60137 Unique Entity Identification (UEI) DUFXRU7MKJM9.

SECTION I

STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

SUBGRANTEE will perform in a timely fashion for the benefit of the COUNTY, the following activities:

1. SUBGRANTEE will conduct outreach and marketing to notify community of program;
2. SUBGRANTEE will determine eligibility, complete CSBG intake and enroll participants in the program;
3. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction;
4. SUBGRANTEE will conduct car seat safety education sessions;
5. SUBGRANTEE will provide up to 65 car seats or booster seats;
6. SUBGRANTEE will provide diapers, wipes, supplemental food, and formula for approximately 250 households;
7. SUBGRANTEE will maintain client file which shall contain proof of client's 30-day income, residency, proof of household members, copy of car seat warranty information card and proof of completion of safety education session;
8. SUBGRANTEE will submit client intakes to COUNTY within 30 days of entering the program;
9. SUBGRANTEE will Participate in the DuPage County CSBG Community Needs Assessment via client surveys, focus groups, client data and agency/board surveys;
10. SUBGRANTEE will provide COUNTY their annual audit and documentation of enrollment with SAMS.GOV along with the Unique Entity ID;

11. SUBGRANTEE will bill COUNTY at least quarterly for services, bill must provide detail of costs;
12. SUBGRANTEE will complete annual 211dupage.gov update by 5/1/24;
13. SUBGRANTEE will comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

These activities are not inclusive, and are further outlined in Exhibit "A", attached hereto and made a part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of \$40,000 to purchase car seats, diapers, wipes, infant formula, provide safety training and program support. Upon execution of the grant the SUBGRANTEE will invoice DuPage County Community Services at least quarterly for expenses. The invoice must be detailed how funding was used. Funds must be reported out and expended by December 31, 2024. Final invoice must be received by January 15, 2025.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall

- significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein between January 1, 2024 and December 31, 2024, unless terminated pursuant to this agreement.

SECTION VI

CONDITIONS OF GRANT

- A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2024- December 31, 2024)
- B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including (a) Equal Opportunity Certification (See Exhibit "B" attached).
- C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.
- D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.
- E. Political Activities Restricted: SUBGRANTEE agrees that neither the community's program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.
- F. Retention of Records: The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The

SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

- G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the COUNTY, the DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the COUNTY, DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding \$2,500.00.

Subcontractors whose contract amount equals or exceeds \$25,000 annually and who are subject to the provisions of OMB Circular A-128 or A-133 shall provide a copy of their most recent audit report or financial statements to the DuPage COUNTY Department of Community Services.

- H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

- I. Federal award identifying information:

CFDA #	93.569
CFDA Title	Community Services Block Grant
Award #	G-13B1ILCOSR
Federal Awarding Agency	Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 24-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by the Illinois Department of Commerce and Economic Opportunity for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of reasonable claims that are properly invoiced and documented.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY client signature sheets no later than the fifth (5th) day of the following month of funds being requested. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report within thirty (30) days of the end of the SUBGRANTEE's fiscal year

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, 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, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION

The COUNTY may terminate this AGREEMENT at any time hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the requirements of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV

ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the prior written approval of the COUNTY having been first obtained. Any such action without prior written approval shall be deemed a breach of agreement.

SECTION XV

UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI

SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII

APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Teen Parent Connection
475 Taft Avenue
Glen Ellyn, IL 60137
Attention: Becky Beilfuss, Executive Director

TO: DuPage County Department of Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed

SECTION XX

HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT. See attached sheet for additions.

IN WITNESS, WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below:

COUNTY OF DUPAGE
("COUNTY")

BY: _____ DATE: _____
MARY A. KEATING, DIRECTOR
DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

TEEN PARENT CONNECTION
("SUBGRANTEE")

BY: _____ DATE: _____

TITLE: _____

ATTEST: _____ DATE: _____

EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.
2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.
3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
4. The grant will be conducted and administered in compliance with:
 - a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
 - b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
 - c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
 - d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.
5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).

EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY
SERVICES BLOCK GRANT PROGRAM, COUNTY OF DU PAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

EXHIBIT C
SEE ATTACHMENT



Request for Funding from DuPage County Community Services to Support the Parents' Pantry and Child Passenger Safety Education and Car Seat Program

Since 1985, Teen Parent Connection has effectively responded to the changing needs of young families in and around DuPage County, delivering parenting education and support services to adolescent parents, ages 12-22. The continuum of care we offer, from pregnancy to age five, is carefully designed to address the unique challenges adolescent parents and their children face. Our specialized programs positively impact parental knowledge and behavior, decrease stress, improve family functioning, and increase access to resources. Compared to the national averages for teen parents, TPC participants experience improved child health outcomes, increased capacity to meet the needs of their children, increased social and emotional support, and decreased risk of abuse and neglect. According to the Illinois Department of Public Health, nearly 500 babies are born to young parents – (ages 12 to 22 years old) in DuPage County each year. Teen Parent Connection helps empower these parents to lead self-sufficient lives, building a strong and stable foundation for baby's healthy growth and development. By investing in teen parents today, TPC safeguards the future of two generations: parent and child.

One of the programs Teen Parent Connection offers is our Parents' Pantry. The Pantry offers a reliable source of essential care items for parents and children who participate in our parenting programs. Our Pantry model is "incentive-based," meaning that young parents earn "baby bucks" while attending programs. Parents can "spend" their baby bucks in the Pantry in exchange for diapers, formula, food, clothing, personal hygiene products, and other essential baby supplies and equipment. The most sought-after items in the Pantry are diapers and baby wipes. These products are expensive to buy in stores and are not accessible through government assistance programs. Without clean diapers, babies cannot participate in early childhood programs or daycare, creating a barrier for young parents who need to work and/or attend school. In addition, lack of clean diapers for young children creates potential health issues for the child – as well as public health issues for the community. Our participants visit the Parents' Pantry during regular pantry hours, but because we are aware that many of our families struggle with transportation issues, they also have the option to have diapers and other pantry items delivered to them during weekly home visits from a Family Support Worker. Although much of our pantry stock is donated, there are times when participant needs outpaced

contributions, or are unique to their special situations – such as a need for medication, special baby formula, hypo-allergenic products, etc. This grant support we are requesting would help fund the purchase of essential supplies and operating costs for the Parents' Pantry. Projected number to be served by the Parents Pantry in the 2024 grant period: 250 young families.

Grant funds would also be utilized to operate Teen Parent Connection's Car Seat Safety Education program – which was first piloted in 2017, with one staff member completing the Illinois Child Passenger Safety Technicians certification and performing car seat installation and use demonstrations with 18 participant families. Today, Teen Parent Connection has a team of seven members who have completed training and certification as car seat technicians. In 2023, with the support of this grant our technicians will have provided car seat education, safety checks, and expert installation for approximately 70 families who reside in DuPage County. Projected number of families to be served in the 2024 grant period: 65-70 families.

This organization is well prepared to continue this level of service to the community. Our educational materials and curriculum have been developed in both English and Spanish. Additionally, the team created a survey tool to measure increases in parents' knowledge and confidence in their ability to correctly install a car seat and safely transport their child. Results are collected and analyzed quarterly as a part of our continuous quality improvement plan.

Activities for Teen Parent Connection's Car Seat Safety Education program include:

- TPC who are already certified as Child Passenger Safety Technicians will complete all continuing education and other activities as required for re-certification under Illinois state guidelines.
- One TPC staff will complete the Illinois Child Passenger Safety Technician certification as funding allows, with the goal of all direct service staff becoming certified.
- All TPC participant families will be offered the opportunity to complete an education and demonstration session with a TPC Child Passenger Safety Technician.
- TPC will host Car Seat Safety Fairs during the program year, in partnership with local police departments and other safety programs.
- TPC staff who are certified as Child Passenger Safety Technicians will present Car Seat Safety Education curriculum at all TPC parenting group sites and childbirth education classes during the program year.

- TPC staff will talk to participant families about their child's car seat safety and will provide them with Car Seat Safety Education handouts and other resources.
- Participant families who identify a need for a new car seat for their child will complete a session with a TPC Child Passenger Safety Technician and/or attend an education session to qualify for a new car seat.
- As in previous years, Teen Parent Connection will continue to partner with several local police departments to participate in our Car Seat Safety Fairs - and work to expand these partnerships in the over the course of the grant year.
- Teen Parent Connection will expand its reach into the community by offering child passenger safety education and car seats to other DuPage County families who meet the eligibility requirements of the Community Services Block Grant.

Teen Parent Connection is committed to the health and safety of children, and we feel that the organization and staff is well prepared to continue to manage the Car Seat Safety Education program for DuPage County. In addition to our request for funding to support the program, we would welcome any additional resources that DuPage County Community Services could provide to help families become aware of – and access other services to meet the needs of their family more adequately.

Request for Funding: Teen Parent Connection requests renewed funding of \$40,000 to help the continuation of our work with both the Parents Pantry, and the Car Seat Safety Program. *See budget and funding sources attachment.

DuPage County CSBG Grant Fund Application Proposed Budget for January 1, 2024 - December 31, 2024

*A Final Budget, not exceeding the approved amount, will be submitted no later than January 15, 2024, in accordance with Title IV of the Service Block Grant. No categories may be added or subtracted from those proposed.

Thank you for your consideration of this request.

Becky Beilfuss

Executive Director 630-812-0116

beckyb@teenparentconnection.org

Teen Parent Connection 475 Taft Ave.

Glen Ellyn, Illinois 60137

Request submitted August 7, 2023

**TEEN PARENT CONNECTION
PANTRY & CAR SEAT PROGRAM EXPENSES FY24**

	FY24 Budget
Salaries & Wages	\$ 63,068
Taxes	\$ 4,825
Benefits	\$ 4,000
Program Consultants	\$ 567
Other Consultants	\$ 967
Food	\$ 120
Supplies	\$ 282
Insurance	\$ 672
Maintenance	\$ 2,238
Local Transportation	\$ 40
Loan Interest Expense	\$ 402
Building Rent/Pod	\$ 4,800
Telephone	\$ 795
Subscriptions & Memberships	\$ 101
Postage	\$ 20
Outside Printing	\$ 128
Other Expenses	\$ 341
Equipment Rental	\$ 199
Training/Conferences	\$ 443
Pantry Supplies (diapers, wipes, baby food, other supplies)	\$ 5,000
Scholarships	\$ 3,000
TOTAL	\$ 92,008

**Teen Parent Connection
2024 CSBG Grant Proposal
Financial Summary**

Grant Request:	\$ 40,000
-----------------------	------------------

Budget	
Training for new staff	\$ 250
Recertification (7 @\$100 each)	\$ 700
Car seats (70@ \$175 each)	\$ 12,250
Offsite storage rental	\$ 2,000
Parents' Pantry supplies	\$ 2,800
Staff time	\$ 22,000
Total	\$ 40,000

Other Sources of Program Funding	
Naperville Rotary	\$ 4,000
Wheaton Rotary	\$ 2,000
Naperville Rotary Sunshine	\$ 1,000
Alfred Bersted Foundation	\$ 5,000
United Way DuPage Area	\$ 5,000
DuPage Foundation	\$ 5,000
Community Memorial Foundation	\$ 5,000
Jordan Family Foundation	\$ 2,000
Individual Donations	\$ 23,000
Total	\$ 52,000



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: Dec 30, 2023

Bid/Contract/PO #: _____

Company Name: Teen Parent Connection	Company Contact: Becky Beilfuss
Contact Phone: 630-812-0116	Contact Email: becky@teenparentconnection.org

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- 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

- 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

Becky Beilfuss

Title

Executive Director

Date

Dec 30, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



HS Requisition \$30,000 and Over

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

File #: HS-P-0012-24

Agenda Date: 1/16/2024

Agenda #: 15.G.

**AWARDING RESOLUTION ISSUED TO CATHOLIC CHARITIES TO PROVIDE
SHELTER, CASE MANAGEMENT, AND FINANCIAL
ASSISTANCE TO SITUATIONALLY HOMELESS RESIDENTS AND AT RISK OF HOMELESSNESS
RESIDENTS OF DUPAGE COUNTY AND FINANCIAL SUPPORT FOR THE BACK TO SCHOOL FAIR
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT \$65,000.00)**

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to Catholic Charities to provide shelter, case management, and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County and financial support for the Back to School Fair, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide shelter, case management, and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Catholic Charities, 3040 Finley Road Suite 200, Downers Grove, IL 60515, for a total amount not to exceed \$65,000.00. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Grant funded.)

Enacted and approved this 23rd day of January, 2024 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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$65,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$65,000.00
	CURRENT TERM TOTAL COST: \$65,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: Catholic Charities	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Amy LaFauce	VENDOR CONTACT PHONE: (630) 495-8008 ext. 6509	DEPT CONTACT PHONE #: 6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: alafauce@cc-doj.org	VENDOR WEBSITE: www.catholiccharitiesjoliet.org	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.). Catholic Charities provides shelter, case management and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County; \$55,000 in CSBG grant funds supports this initiative. The also hold an annual Back to School Fair to ensure children have the appropriate supplies to attend school; \$10,000 in CSBG grant funds support this initiative for a total of \$65,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished \$55,000 in CSBG funds will assist approximately 75 homeless residents or at risk of homelessness residents with counseling, case management, financial assistance, budgeting assistance, job search assistance, transportation assistance, job skills/training, and will be linked to various other resources in the County. \$10,000 in CSBG funds will be used to support the Back to School Fair assisting approximately 1,200 families with school supplies.			

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Catholic Charities is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding. See attached request for funding. In conducting the 2022 DuPage County Department of Community Services' Needs Assessment, a top unmet need in our community is housing. 91% of the Stakeholders who responded to the Needs Assessment Survey identified finding affordable housing as being the biggest barrier for residents in DuPage County. Catholic Charities (Sub-grantee) will provide housing case management services to individuals residing in the Kathy Paulsen Hope House Emergency Shelter moving these individuals to permanent stable housing.
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). Fund the program at \$65,000 1) Issue a sub grantee agreement with Catholic Charities for \$65,000. This will allow homeless families to have a safe place to stay and receive other services to establish permanent housing. Will also assist families in obtaining needed supplies for their children to start school. 2) Do not fund the program and run the risk that families will be forced to live without shelter in their cars or on our streets and children will not have the appropriate supplies for school.

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: Catholic Charities	Vendor#:	Dept: Community Services	Division: Intake and Referral
Attn: Amy LaFauce	Email: alafauce@cc-doj.org	Attn: Gina Strafford-Ahmed	Email: gina.strafford@dupagecounty.gov
Address: 3040 Finley Road Suite 200	City: Downers Grove	Address: 421 N. County Farm Rd	City: Wheaton
State: Illinois	Zip: 60515	State: Illinois	Zip: 60187
Phone: (630) 495-8008 ext. 6509	Fax:	Phone: 6444	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAA	Vendor#:	Dept: SAA	Division:
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): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25):			

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		Contract Services	FY24	5000	1650	53820	24-231028	65,000.00	65,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 65,000.00

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.
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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CATHOLIC CHARITIES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this ____ day of _____ 20____, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and CATHOLIC CHARITIES ("SUBGRANTEE"), a not-for-profit corporation, with offices at 16555 Weber Road, Crest Hill, IL 60403, UEI TK79EJPCX1C6.

SECTION I

STATEMENT OF PURPOSE

The COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to provide GRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. SUBGRANTEE will conduct outreach to notify community of program;
2. SUBGRANTEE will maintain 24 hours, 7-day crisis line to serve as a central clearinghouse for all emergency shelter needs in DuPage County. Screen, assess and refer clients in need of shelter;
3. SUBGRANTEE Complete intake, determine eligibility and maintain 75 client files, files will contain: 30-day income, self-sufficiency scale documentation of household members and proof of homelessness or DuPage County residency;
4. SUBGRANTEE will screen potential residents for substance abuse or serious mental illness and the ability to become self-sufficient with staff assistance;
5. SUBGRANTEE will provide case management services to CSBG eligible individuals who are homeless in the Kathy Paulsen Hope House Emergency Shelter;
6. SUBGRANTEE will create and monitor an individualized Service Plan detailing individuals' goals and objectives. Case Manager will revisit plan with client every 30 days;
7. SUBGRANTEE will provide employment and vocational counseling support through one-on-one counseling or group classes;
8. SUBGRANTEE will provide housing navigation support to individuals seeking safe, permanent housing;
9. SUBGRANTEE will monitor interventions and connect clients with needed services, advocate when necessary;

10. SUBGRANTEE will provide direct housing support in the form of basic needs, security deposit, rental assistance, moving expense, basic household furnishings and car repairs to 30 households exiting Kathy Paulsen Hope House Emergency Shelter to permanent housing;
11. SUBGRANTEE will partner with HOME DuPage to provide financial literacy to clients in CSBG Program;
12. SUBGRANTEE will provide up to 6 months aftercare services including follow up case management, advocacy, referrals, and resources to 100% of households exiting Kathy Paulsen Hope House Emergency Shelter;
13. SUBGRANTEE will invoice COUNTY, at least, quarterly for services, invoice must provide details of costs;
14. SUBGRANTEE Provide DuPage County Department of Community Services with the Agency's Annual audit and provide proof of Unique Entity ID generated by SAMS.gov;
15. SUBGRANTEE will participate in the DuPage County Department of Community Services Needs Assessment via client surveys, focus groups, client data and agency/board surveys;
16. SUBGRANTEE will update 211dupage.gov annually with agency referral information by 9/1/2024;
17. SUBGRANTEE will provide COUNTY CSBG applications within 30 days of completion;
18. SUBGRANTEE will plan, organize, and market the DuPage Back to School Fair;
19. SUBGRANTEE will bill COUNTY at least quarterly for re-housing (rent, security deposit, moving expenses, food, etc.);
20. SUBGRANTEE will bill COUNTY for expenses incurred for the Back-to-School Fair no later than September 30, 2024;
21. SUBGRANTEE will comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of \$55,000.00 for Kathy Paulsen Hope House activities and a maximum of \$10,000 for Back-to-School Fair activities total grant of \$65,000. Kathy Paulsen Hope House invoicing shall be sent at least quarterly, based upon expenses incurred, and must include supporting client documentation for expenses billed. Back to School Fair invoicing will be based on expenses incurred for the fair. Invoicing for the fair will be received by September 30, 2024. Final invoice for Kathy Paulsen Hope House activities must be received by January 15, 2025.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this, Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein between January 1, 2024 and December 31, 2024, unless terminated pursuant to this agreement.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2024- December 31, 2024.)

- B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").
- C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discriminatory clause.
- D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.
- E. Political Activities Restricted: SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.
- F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred and shall prepare and submit monthly progress reports that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) days notice from the COUNTY, all time sheets, billings, and other documentation, used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.
- G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the Grant for five (5) years from the final payment under the Grant. The term "contract:" as used in this clause excludes purchase orders not exceeding \$2,500.00.

Subcontractors whose contract amount equals or exceeds \$25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133

("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:

CFDA #	93.569
CFDA Title	Community Services Block Grant
Award #	G-13B1ILCOSR
Federal Awarding Agency	Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 24-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of claims.

The SUBGRANTEE shall provide all disbursement of grant funds on a quarterly basis. Said reports shall include the SUBGRANTEE'S certification that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a monthly progress report and or billing no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report and or annual report within thirty (30) days of the end of the SUBGRANTEE's fiscal year.

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, 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, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION

The COUNTY may terminate this AGREEMENT at any time hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the

COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX
NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as set forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Catholic Charities
16555 Weber Rd
Crest Hill, IL 60403
Attention: Kathleen Langdon

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed

SECTION XX
HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY: _____

MARY A. KEATING, DIRECTOR

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

DATE: _____

CATHOLIC CHARITIES
("SUBGRANTEE")

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

DATE: _____

EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.
2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.
3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
4. The grant will be conducted and administered in compliance with:
 - a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, *et. seq.*), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
 - b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
 - c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
 - d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.
5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 *et. seq.*).

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

EXHIBIT C
SEE ATTACHED

2024 Community Services Block Grant Proposal
Catholic Charities, Diocese of Joliet
Kathy Paulsen Hope House Shelter &
Back to School Fair

Catholic Charities, Diocese of Joliet desires to participate as a sub-grantee of the County's Community Services Block Grant. Catholic Charities is requesting a total of \$65,000 which includes \$55,000 for Kathy Paulsen Hope House Shelter and \$10,000 for the DuPage Back to School Fair.

Located in DuPage County, Kathy Paulsen Hope House is a 24 hour, 18-bed shelter serving individuals and families made homeless by a crisis (e.g. job loss, divorce, depleted savings, eviction or home foreclosure). It provides short-term shelter, case management and support services to assist and empower clients to find employment and permanent, stable housing leading to self-sufficiency. Kathy Paulsen Hope House also operates a 24 hour crisis hotline, which serves as a primary access point for all those in DuPage County seeking homeless services.

In FY 2023, Kathy Paulsen Hope House served 153 individuals (37 children ages 1-17; 105 adults ages 18-61 and 11 seniors 62+). Of the total served, 74 were Caucasian; 75 African-American; 2 American Indian, Alaska Native, or Indigenous and 2 identified as multi-racial. A total of 48 individuals identified as Hispanic. During the past fiscal year, 55% of the adults who entered the shelter program, exited with full-time or equivalent employment earning enough income to obtain and maintain housing in the community, allowing 63% of Hope House clients to exit into permanent, stable housing.

The Back To School Fair (BTSF) is a large-scale program through which Catholic Charities partners with local agencies to provide school supplies and essential basic needs support to children in grades K-12 for a successful return to school. The families attending are representative of the "working poor" as well as residents from homeless shelters, transitional housing, and domestic violence shelters. They have limited or no resources available to prepare their children for the upcoming school year. Eligible families must reside in DuPage County, provide self-certification of income, proof of Medicaid eligibility, and children of the BTSF families served must qualify for federally-sponsored free school lunch programs.

The BTSF enables Catholic Charities to prepare extremely low-income children and their families for the new school year by providing back packs and school supplies as well as access to critical, resources and services. In 2022, the Back to School Fair served a total of 651 families totaling 2,754 individuals with 1,608 school aged children receiving a backpack filled with school supplies as well as food boxes of perishable and non-perishable items.

The funding requested through the County's Community Services Block Grant will be used to perform the following activities for the benefit of the County in a timely fashion:

1. Maintain a 24 hour, 7 day crisis line to serve as a central clearinghouse for all shelter needs in DuPage, having on call 24 hours per day, a staff member with a Masters of Social Work or equivalent degree and experience.
2. Screen, assess and refer clients in need of shelter.
3. Provide case management services to 75 CSBG eligible individuals who are homeless (200% of Federal Poverty Level or Below). Additional Services provide as needed will be:
 - a. Provide emergency shelter
 - b. Provide employment and vocational counseling support through one-on-one counseling and group classes.
 - c. Provide housing navigation support to households as they seek safe, permanent stable housing that is subsidized or unsubsidized.
 - d. Create and monitor an Individualized Service Plan detailing individuals' goals and objectives to obtain permanent stable housing; revising this plan every 30 days.
 - e. Provide direct housing support in the form of basic needs, security deposit, rental payment, moving expenses, basic household furnishings and car repairs for 30 households (45 individuals) at or below 200% poverty level exiting Hope House to safe, permanent housing.
 - f. Partner with HOME DuPage to provide financial Literacy.
 - g. Provide up to 6 months of aftercare services including follow up, case management, advocacy, referrals and resources to 100% of households who exit Hope House shelter.
4. Obtain proof of 30 day income, household members, and proof of residency or homelessness maintain in client file
5. Plan, organize, and market the DuPage Back to School Fair
6. Comply with all assurances as further detailed in Exhibit "A" attached hereto and incorporated as part of the 2024 Community Service Block Grant Agreement

Catholic Charities Diocese of Joliet agrees that the requested CSBG funds will be expended between the dates of 01/01/2024 to 12/31/2024 with a final budget due by January 15, 2025. Invoicing for the Back to School Fair will be submitted by September 30, 2024. Final invoice for Kathy Paulsen Hope House activities will be submitted by January 22, 2025.

DuPage CSBG 2024
Kathy Paulsen Hope House and BTSF Budgets

HOPE HOUSE SHELTER

Sources of Operating Funds for this Program

	Approved 2024 Funding	Pending 2024 Funding	Total 2024 Funding
Federal Funds: ESG passed through DuPage Co.	\$54,236.00		\$54,236.00
Federal Funds: ESG passed through DHS	\$42,163.00		\$42,163.00
Federal Funds: CSBG passed through DuPage Co.		\$55,000.00	\$55,000.00
Federal Funds: EFSP passed through FEMA	\$47,615.00	\$15,970.00	\$63,585.00
State Funds: Emergency & Transitional Housing	\$222,700.00		\$222,700.00
Miscellaneous contrib		\$16,709.00	\$16,709.00
Total Revenue	\$366,714.00	\$87,679.00	\$454,393.00

Expenses

	Other Budgeted expense	CSBG Expense	Total Expense
Salaries & related expenses	\$314,948.00	\$30,000.00	\$344,948.00
Shelter expenses & supplies	\$23,468.00		\$23,468.00
Shelter occupancy costs	\$57,233.00		\$57,233.00
Direct support	\$2,400.00	\$25,000.00	\$27,400.00
Training, travel & other program expenses	\$1,344.00		\$1,344.00
Total expenses	\$399,393.00	\$55,000.00	\$454,393.00

BACK to SCHOOL FAIR

Sources of Operating Funds for this Program

	Approved 2024 Funding	Pending 2024 Funding	Total 2024 Funding
Federal Funds: CSBG passed through DuPage Co.		\$10,000.00	\$10,000.00
Miscellaneous contrib		\$68,825.00	\$68,825.00
Total Revenue	\$0.00	\$78,825.00	\$78,825.00

Expenses

	Other Budgeted Expense	CSBG Expense	Total Expense
Salaries & related expenses	\$8,920.00	\$4,400.00	\$13,320.00
Venue rental		\$1,600.00	\$1,600.00
School supplies	\$56,000.00	\$4,000.00	\$60,000.00
Postage, printing, and event supplies	\$2,380.00		\$2,380.00
Other event expense	\$1,525.00		\$1,525.00
Total expenses	\$68,825.00	\$10,000.00	\$78,825.00



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: 01/02/2024

Bid/Contract/PO #: _____

Company Name: Catholic Charities, Diocese of Joliet	Company Contact: Amy LaFauce
Contact Phone: 630-495-8008	Contact Email: alafauce@cc-doj.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**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

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**

Add Line	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
x			

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.

Signature on File

Authorized Signature

Printed Name

Kathleen Langdon

Title

Executive Director

Date

01-03-2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Authorization to Travel

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

File #: 24-0377

Agenda Date: 1/16/2024

Agenda #: 15.H.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel

Revised 1-08-2019

REQUEST DATE:	1/8/2024		
NAME:	I	TITLE:	Director
DEPARTMENT:	Community Services	ACCOUNT CODE:	5000-1440
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
NACCED CDBG Hill Briefing and Legislative Conference, NACo Legislative Conference			
DESTINATION: Washington DC			
DATE OF DEPARTURE:	2/7/2024	DATE OF RETURN ARRIVAL:	2/13/2024
(Please include a detailed explanation if different from official business dates)			
Please indicate the estimated amount for each applicable expense.			
REGISTRATION:	\$575.00		
TRANSPORTATION:	\$350.00		
LODGING	\$2,000.00		
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$200.00		
RENTAL CAR: (explain fully the necessity)	\$0.00		
REFERENCE MATERIALS:	\$0.00		
MEALS: (Per Diems)	\$513.50		
TOTAL	\$3,638.50		

REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: _____

Date: 1/8/24

(Signature)

Committee Name: _____

Date: _____

ALL OVERNIGHT TRAVEL

County Board: _____

Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Judicial/Public Safety Requisition \$30,000 and Over

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

File #: JPS-P-0005-24

Agenda Date: 1/16/2024

Agenda #: 16.A.

AWARDING RESOLUTION ISSUED TO
NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
TO PROVIDE COUNSELING TO YOUTHS AND THEIR FAMILIES
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT \$36,000)

WHEREAS, an agreement has been prepared 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 Northeast DuPage Family and Youth Services, to provide counseling to individual youths and their families when domestic battery is charged, for the period of February 1, 2024 through January 31, 2025, for Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide counseling to individual youths and their families when domestic battery is charged, for the period of February 1, 2024 through January 31, 2025 for Probation and Court Services per, not to subject to competitive bidding per 55ILCS 5/5-1022(a) be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, IL 60101, for a contract total amount of \$36,000.

Enacted and approved this 23rd day of January, 2024 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-0005-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$36,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$36,000.00
	CURRENT TERM TOTAL COST: \$36,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Northeast DuPage Family and Youth Services	VENDOR #: 13227	DEPT: Probation & Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Shannon Hartnett	VENDOR CONTACT PHONE: 630-742-8913	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org
VENDOR CONTACT EMAIL: shartnett@nedfys.org	VENDOR WEBSITE: https://www.nedfys.org/	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.). To provide services to youth who are at risk of involvement with the juvenile justice system. This program is designed to address symptoms of anxiety, impulsiveness, information processing and negative self-perception. It is also designed to help youth stop using violent behaviors to resolve conflict and teach parents different strategies to support their children.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide individual and group services for juveniles and their families. This agency is one of the three agencies that form the DuPage Youth Service Coalition and are the sole Comprehensive Community-Based Youth Services (CCBYS) providers for 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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Northeast DuPage Family and Youth Services, Outreach Community Ministries, and 360 Youth Services from DuPage service Coalition are the sole Comprehensive Community-Based Youth Services (CCBYS) providers for DuPage County, each location based, with designated service areas.
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 with Northeast DuPage Youth and Family Services who is one of the three CCBYS agencies who is qualified based on their existing service capacity and completion of the curriculum training. (Other 2 agencies are Outreach Community Ministries and 360 Youth Services, see above.) 2) Do not provide counseling services to juveniles and their families will pay higher cost for detention and placement.

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: Northeast DuPage Family and Youth Services	Vendor#: 13227	Dept: Probation & Court Services	Division: Finance
Attn: Shannon Hartnett	Email: shartnett@nedfys.org	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 3 Friendship Plaza	City: Addison	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60101	State: Illinois	Zip: 60188
Phone: 630-742-8913	Fax:	Phone: 630-407-8413	Fax: 630-407-2501
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Northeast DuPage Family and Youth Services	Vendor#: 13227	Dept: Probation & Court Services	Division: Finance
Attn: Shannon Hartnett	Email: shartnett@nedfys.org	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 3 Friendship Plaza	City: Addison	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60101	State: Illinois	Zip: 60188
Phone: 630-742-8913	Fax:	Phone: 630-407-8413	Fax: 630-407-2501
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 1, 2024	Contract End Date (PO25): Jan 31, 2025
Contract Administrator (PO25):			

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		Contractual treatment for counseling juveniles and their families that deal with exposure to trauma/chronic stress and symptomatology of trauma/chronic stress	FY24	1400	6120	53070		33,000.00	33,000.00
2	1	EA		Contractual treatment for counseling juveniles and their families that deal with exposure to trauma/chronic stress and symptomatology of trauma/chronic stress	FY25	1400	6120	53070		3,000.00	3,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 36,000.00

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.
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

PEACE SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter 'AGREEMENT') is effective as of the 1st day of February 2024, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter "PROVIDER")

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles who have been exposed to trauma and where that exposure is having an impact on their behavior; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT'S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this AGREEMENT.
2. **Term:** This AGREEMENT is for a term commencing February 1, 2024 and continuing through January 31, 2025 ("TERM"), unless terminated sooner as provided herein.
3. **Scope of Services:** The PROVIDER agrees to provide the services required and set forth on Exhibit "A" including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER'S fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for SERVICES during the initial term shall be based on a rate of \$60.00 per youth participant per session and shall not exceed \$600 per group session with no reimbursement for expenses. Total compensation shall not exceed eighteen thousand dollars, (\$18,000). Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT shall not be obligated to pay for any SERVICES not in compliance with this AGREEMENT. In the event of early termination of this AGREEMENT, the DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall

have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.

7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.
8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.
9. **Confidentiality and Ownership of Documents.**
 - 9.1 **Confidential Information.** In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER agrees not to use or disclose to any third party, except in the performance of SERVICES, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the DEPARTMENT. PROVIDER shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the SERVICES, nor shall PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.
 - 9.2 **Ownership.** All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER'S possession, such items shall be restored or replaced at PROVIDER'S expense.
10. **Representations and Warranties of Individual:** PROVIDER represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the TERM of this AGREEMENT.
 - 10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any PROVIDER employee, except for minor traffic violations.
 - 10.2 **Compliance with Laws.** PROVIDER is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of SERVICES. Further, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.

- 10.3 Good Standing. PROVIDER is not in default and has not been deemed by the DEPARTMENT to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this AGREEMENT.
- 10.4 Authorization. In the event PROVIDER is an entity other than a sole proprietorship, PROVIDER represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of PROVIDER is duly authorized by PROVIDER and has been made with complete and full authority to commit PROVIDER to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of PROVIDER.
- 10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to PROVIDER in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.
11. Independent Contractor: It is understood and agreed that the relationship of PROVIDER to the DEPARTMENT is and shall continue to be that of an independent contractor and neither PROVIDER nor any of PROVIDER'S employees shall be entitled to receive DEPARTMENT employee benefits. As an independent contractor, PROVIDER agrees to be solely responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the DEPARTMENT. Individual agrees that neither PROVIDER nor its employees, staff or subcontractors shall represent themselves as employees or agents of the DEPARTMENT. PROVIDER hereby represents that PROVIDER'S valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the DEPARTMENT upon request.
12. Indemnification: PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of PROVIDER or its employees or its subcontractors under this AGREEMENT. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this AGREEMENT. Notwithstanding the foregoing, the PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.
13. Favored Nation: PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the DEPARTMENT, and at the DEPARTMENT'S sole option the right to declare PROVIDER in default under this AGREEMENT.
14. Insurance.
- 14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:
- 14.1.a Worker's Compensation Insurance in the statutory amounts.
- 14.1.b Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand

(\$500,000.00) each employee/disease.

14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence, and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.

14.2 It shall be the duty of the PROVIDER to provide to the Department, copies of the PROVIDER's Certificates of Insurance before issuance of a Notice to Proceed.

14.3 The insurance required to be purchased and maintained by PROVIDER shall be provided by an insurance company acceptable to the Department, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14.4 PROVIDER's insurance required by Paragraphs 14.1.c, above, shall name the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, and the Department, its officers, employees and agents as additional insured parties.

15. **Entire Agreement and Amendment:**

15.1 This Agreement, including matters incorporated herein, contains the entire agreement between the parties.

15.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

15.3 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.

15.4 No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

15.5 In event of a conflict between the terms or conditions or this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

16. **Governing Law:** This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver of/Failure to Enforce Breach:** 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.

18. **Severability:** If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if the

invalid, illegal, or unenforceable provision had never been contained herein.

19. **County Approval:** If applicable, This AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.
20. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

IF TO THE DEPARTMENT:

Department of Probation and Court Services
503 N. County Farm Road
Wheaton, IL 60187
Attn: Robert McEllin

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Jeffrey Martynowicz

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney
DuPage County State's Attorney's Office
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO PROVIDER:

Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

**DEPARTMENT OF PROBATION
AND COURT SERVICES**

Signature on file

By: _____
ROBERT MCELLIN
DIRECTOR

**NORTHEAST DUPAGE FAMILY AND YOUTH
SERVICES**

Signature on file

By: _____
SHANNON HARTNETT
EXECUTIVE DIRECTOR

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<u>PEACE GROUP</u> <u>SERVICE</u> <u>AGREEMENT</u>	Contract Date	<u>February 1, 2024</u>
County's Project Manager	<u>RAY STUBNER</u>	Contractor's Project Manager	<u>SHANNON</u> <u>HARTNETT</u>

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF PROVIDER'S WORK:**

A. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client's needs, and group counseling in keeping with individual client needs.

- Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).
- Both individual and group counseling shall include delivery of Psychotherapy Education for Adolescents Conflict and Emotional Regulation (PEACE) curriculum.
- Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT'S "Philosophy of Treatment" (see attached Exhibit B).

B. Assessment of client needs:

- All clients shall be assessed by PROVIDER to determine appropriateness for the PEACE curriculum. All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.

C. Group counseling:

- Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.
- Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.
- All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.
- All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:

- Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.
- Individual counseling shall include material adapted from "PEACE" curriculum.
- Individual counseling shall directly address juvenile's exposure to trauma/chronic stress and symptomology of trauma/chronic stress.
- Individual counseling may also address factors indirectly related to juvenile's exposure to trauma/chronic stress and symptomology of trauma/chronic stress.

2. **DELIVERABLES:**

A. On a weekly basis:

- PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.
- PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.
- PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:

- PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER's staff delivering services.

Exhibit B

PHILOSOPHY OF TREATMENT AND INTERVENTION 18th Judicial Circuit Court Department of Probation and Court Services

In the past ten years, research has identified key factors that are associated with criminal behavior, the process which leads to the commission of criminal acts, and the main steps or stages of behavior change. A general model has emerged that identifies the **principles of effective intervention**.

These principles are **RISK, NEED, RESPONSIVITY** and **PROGRAM INTEGRITY**. Risk involves matching the duration, levels, and intensity of treatment and services to the criminal risk level of the individual. High-risk clients require more intensive and extensive services while low-risk clients require minimal or no intervention. The need principle focuses on the appropriate targets for intervention. Six factors are directly correlated to an individual's propensity to commit crime. They are: 1) history of antisocial behavior; 2) antisocial personality; 3) antisocial values and attitudes; 4) criminal/deviant peer association; 5) substance abuse and 6) dysfunctional family relations. Responsivity refers to the delivery of effective treatment programs in a style and mode that is consistent with the ability and learning style of the individuals. Factors to consider in the area of responsivity are motivation, culture/ethnic issues, gender, verbal skills, communication barriers and cognitive and emotional development. Program integrity refers to organizations that develop policies and procedures to enhance integrity and professional conduct, provide ongoing training and supervision of staff and adherence to program designs.

Appropriate corrections interventions have been found to reduce recidivism about 30%. Interventions that have produced these long-term outcomes are behaviorally based, focus on changing criminogenic attitudes and beliefs, increase system competence (e.g., families, peers, schools, employment) and aim to increase the ratio of pro-social to antisocial behavior.

It is the goal of the Department of Probation and Court Services to develop access to a broad continuum of community-based services that adequately address offender risk, need and responsivity for the purpose of significantly reducing criminal re-offending, utilizing the most cost-effective services.

The Department of Probation and Court Services has developed the following objectives to guide the establishment of service delivery plans for those individuals under their supervision.

1. Intervention intensity and duration are based on the client's risk for re-offending, based on current research and methodology for identifying key risk factors.
2. Criminogenic beliefs, attitudes and behaviors are the highest dynamic risk factors for re-offending and need to be the primary focus of any intervention.
3. System interventions that are community-based and involve entire systems (families, spouse, peers, employment) are more likely to be effective.
4. Treatment for emotional/behavioral issues that are not linked to criminal conduct, nor are criminogenic in nature will not result in recidivism reduction.
5. Preferred treatment interventions are those which are designed to change antisocial attitudes, to increase personal skills (self-control, self-management and problem solving), to increase collateral/familial support (collateral's knowledge of client's risk factors and willingness to support client in making behavioral changes), to build on the offender's strengths and focus

on assessing the offender's total situation and treating it rather than using a strict individual or medical model approach.

6. Traditional insight-oriented, psychodynamic or non-directive therapeutic interventions are not supported for high-risk criminal offenders or for changing criminal behavior and attitudes.
7. All interventions require a behavioral treatment plan with measurable, concrete objectives and timelines that have been reviewed and accepted by probation and meet departmental guidelines for interventions.
8. Effective interventions will provide opportunities for offenders to participate in skill training with directed practice.
9. Short- and long-term behavioral outcome data, along with satisfaction measures, will be collected by the Probation Department and by the service provider.
10. Services will be monitored to assess the offender's progress in line with the service delivery plan.
11. Service plans will address public safety issues as well as behavior change.
12. Service plans will outline steps to actively engage pro-social supports for offenders in their communities in order to positively reinforce desired behaviors.

STEP-UP SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter 'AGREEMENT') is effective as of the 1st day of February 2024, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter "PROVIDER")

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles charged with domestic battery; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT'S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this AGREEMENT.
2. **Term:** This AGREEMENT is for a term commencing February 1, 2024, and continuing through January 31, 2025 ("TERM"), unless terminated sooner as provided herein.
3. **Scope of Services:** The PROVIDER agrees to provide the services required and set forth on Exhibit "A" including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER'S fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for SERVICES during the initial term shall be based on an hourly rate of \$65.00 per youth participant per session and shall not exceed six hundred fifty dollars (\$650) with no reimbursement for expenses. Total compensation shall not exceed eighteen thousand dollars, (\$18,000). Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT shall not be obligated to pay for any SERVICES not in compliance with this AGREEMENT. In the event of early termination of this AGREEMENT, the DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify

PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.
7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.
8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.
9. **Confidentiality and Ownership of Documents.**
 - 9.1 **Confidential Information.** In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER agrees not to use or disclose to any third party, except in the performance of SERVICES, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the DEPARTMENT. PROVIDER shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the SERVICES, nor shall PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.
 - 9.2 **Ownership.** All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER'S possession, such items shall be restored or replaced at PROVIDER'S expense.
10. **Representations and Warranties of Individual:** PROVIDER represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the TERM of this AGREEMENT.
 - 10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change, or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any

PROVIDER employee, except for minor traffic violations.

- 10.2 Compliance with Laws. PROVIDER is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of SERVICES. Further, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.
- 10.3 Good Standing. PROVIDER is not in default and has not been deemed by the DEPARTMENT to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this AGREEMENT.
- 10.4 Authorization. In the event PROVIDER is an entity other than a sole proprietorship, PROVIDER represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of PROVIDER is duly authorized by PROVIDER and has been made with complete and full authority to commit PROVIDER to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of PROVIDER.
- 10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to PROVIDER in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.
11. Independent Contractor: It is understood and agreed that the relationship of PROVIDER to the DEPARTMENT is and shall continue to be that of an independent contractor and neither PROVIDER nor any of PROVIDER'S employees shall be entitled to receive DEPARTMENT employee benefits. As an independent contractor, PROVIDER agrees to be solely responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the DEPARTMENT. Individual agrees that neither PROVIDER nor its employees, staff or subcontractors shall represent themselves as employees or agents of the DEPARTMENT. PROVIDER hereby represents that PROVIDER'S valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the DEPARTMENT upon request.
12. Indemnification: PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of PROVIDER or its employees or its subcontractors under this AGREEMENT. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this AGREEMENT. Notwithstanding the foregoing, the PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).
13. Favored Nation: PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the

DEPARTMENT, and at the DEPARTMENT'S sole option the right to declare PROVIDER in default under this AGREEMENT.

14. Insurance.

- 14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:
 - 14.1.a Worker's Compensation Insurance in the statutory amounts.
 - 14.1.b Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand (\$500,000.00) each employee/disease.
 - 14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence, and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.
- 14.2 It shall be the duty of the PROVIDER to provide to the Department, copies of the PROVIDER's Certificates of Insurance before issuance of a Notice to Proceed.
- 14.3 The insurance required to be purchased and maintained by PROVIDER shall be provided by an insurance company acceptable to the Department, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.
- 14.4 PROVIDER's insurance required by Paragraphs 14.1.c, above, shall name the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, and the Department, its officers, employees, and agents as additional insured parties.

15. Entire Agreement and Amendment:

- 15.1 This Agreement, including matters incorporated herein, contains the entire agreement between the parties.
- 15.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 15.3 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.
- 15.4 No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

- 15.5 In event of a conflict between the terms or conditions or this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.
16. **Governing Law:** This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.
17. **Waiver of/Failure to Enforce Breach:** 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.
18. **Severability:** If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
19. **County Approval:** If applicable, This AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.
20. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

IF TO THE DEPARTMENT:

Department of Probation and Court Services
503 N. County Farm Road
Wheaton, IL 60187
Attn: Robert McEllin

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Jeffrey Martynowicz

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney
DuPage County State's Attorney's Office
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO PROVIDER:

Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

**DEPARTMENT OF PROBATION
AND COURT SERVICES**

Signature on file

By: _____
ROBERT MCELLIN
DIRECTOR

**NORTHEAST DUPAGE FAMILY AND YOUTH
SERVICES**

Signature on file

By: _____
SHANNON HARTNETT
EXECUTIVE DIRECTOR

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<u>STEP UP GROUP SERVICE AGREEMENT</u>	Contract Date	<u>February 1, 2024</u>
County's Project Manager	<u>RAY STUBNER</u>	Contractor's Project Manager	<u>SHANNON HARTNETT</u>

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF PROVIDER'S WORK:**

A. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client's needs, and group counseling in keeping with individual client needs.

- Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).
- Both individual and group counseling shall include delivery of "Step Up" curriculum, as developed and copyrighted by Greg Routt and Lily Anderson of King County, Washington. [Note: "Step Up" curriculum is used by permission of the authors.]
- Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT'S "Philosophy of Treatment".

B. Assessment of client needs:

- All clients shall be assessed by PROVIDER for determining appropriateness for the Step-UP curriculum.
- All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.
- PROVIDER shall work with each client to develop a safety plan to prevent additional domestic violence.
- PROVIDER shall administer the "Step Up" behavior checklist to each client upon referral and program completion.

C. Group counseling:

- Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.

- Group counseling shall follow the “Step Up” curriculum.
- Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.
- Group counseling shall be delivered to separate “youth” and “parent” groups as designated in the “Step Up” curriculum
- All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.
- All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:

- Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.
- Individual counseling shall include material adapted from “Step Up” curriculum.
- Individual counseling shall directly address juvenile’s aggressive behavior as related to domestic battery arrest.
- Individual counseling may also address factors indirectly related to juvenile’s aggressive behavior and/or family dynamics indirectly related to juvenile’s aggressive behavior.

2. **DELIVERABLES:**

A. On a weekly basis:

- PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.
- PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.
- PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:

- PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER’s staff delivering services.



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: Dec 18, 2023

Bid/Contract/PO #: _____

Company Name: Northeast DuPage Family and Youth Services	Company Contact: Shannon Harnett
Contact Phone: 630-742-8913	Contact Email: sharnett@nedfys.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**

Add Line X	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**

Add Line X	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

Signature on file

Printed Name

Shannon Hartnett

Title

Executive Director

Date

Dec 18, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



File #: JPS-P-0006-24

Agenda Date: 1/16/2024

Agenda #: 16.B.

AWARDING RESOLUTION ISSUED TO
ALLIANCE TECHNOLOGY GROUP, LLC
FOR THE PURCHASE OF A BACK-UP SYSTEM FOR VIRTUAL SERVERS
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$98,446.20)

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 the purchase of a back-up system for virtual servers; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the GSA Contract GS-35F-303DA, the County of DuPage will contract with Alliance Technology Group, LLC; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Alliance Technology Group, LLC, FOR the purchase of a back-up system for the virtual servers, for the period of January 24, 2024 through January 23, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of a back-up system for the virtual servers, for the period of January 24, 2024 through January 23, 2025, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Alliance Technology Group, LLC, 7010 Hi Tech Drive, Hanover, MD 21076 for a contract total amount not to exceed \$98,446.20, per contract pursuant to the GSA Contract GS-35F-303DA.

Enacted and approved this 23rd day of January, 2024 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-0006-24	RFP, BID, QUOTE OR RENEWAL #: 211-Q4-12142023-1	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$98,446.20
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$98,446.20
	CURRENT TERM TOTAL COST: \$98,446.20	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Alliance Technology Group, LLC	VENDOR #:	DEPT: DuPage County Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Steve Gerlach	VENDOR CONTACT PHONE: 410-712-0270	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: steve.gerlach@alliance-it.com	VENDOR WEBSITE: www.alliance-it.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.). This solution is to backup our virtual servers. We are working on the 3-2-1 backup strategy. The strategy is broken down to 3 copies of your data (production data and 2 backup copies) on two different media (disk and tape) with one copy off-site for disaster recovery. We have one copy of the data. This is the second copy that will be offsite. The solution is on the GSA account: GSA Contract Number: GS-35F-303DA			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished We are working on the 3-2-1 backup strategy. The strategy is broken down to 3 copies of your data (production data and 2 backup copies) on two different media (disk and tape) with one copy off-site for disaster recovery. This will help with our Cyber security hygiene			

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. The solution is on the GSA contract.
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). Staff recommendation is to proceed with this purchase. The only other option is not to move forward and continue to risk cyber security and not have a viable back up solution

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: Alliance Technology Group, LLC	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Budget
Attn: Steve Gerlach	Email: steve.gerlach@alliance-it.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 7010 Hi Tech Drive	City: Hanover	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 21076	State: IL	Zip: 60187
Phone: 410-712-0270	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Alliance Technology Group, LLC	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT
Attn: Steve Gerlach	Email: steve.gerlach@alliance-it.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 7010 Hi Tech Drive	City: Hanover	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 21076	State: IL	Zip: 60187
Phone: 410-712-0270	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 24, 2024	Contract End Date (PO25): Jan 23, 2025
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	3	EA		1X XEON SP CPU 12X HDD 2U CTLR HC5200 CHASSIS	FY24	1000	4400	54100		13,200.00	39,600.00
2	3	EA		8C/16T 3.2GHZ 2400MT/S INTEL CPNT XEON SILVER 4215R	FY24	1000	4400	52100		0.01	0.03
3	12	EA		32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	FY24	1000	4400	52100		0.01	0.12
4	36	EA		16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD	FY24	1000	4400	52100		0.01	0.36
5	3	EA		4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	FY24	1000	4400	52100		0.01	0.03
6	3	EA		SC//HYPERCORE - 8C BRS LICS	FY24	1000	4400	54107		5,835.83	17,507.49
7	1	EA		5YRS HW WARRANTY SVCS	FY24	1000	4400	53807		3,809.24	3,809.24
8	3	EA		NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	FY24	1000	4400	53020		250.20	750.60
9	8	EA		5YRS SUP ACRONIS BACKUP ADV LICS PERNODE	FY24	1000	4400	53807		3,191.43	25,531.44
10	1	EA		ACRONIS BACKUP QUICKSTART LICS POWERED BY SCALE COMPUTING	FY24	1000	4400	54107		1,200.97	1,200.97
11	1	EA		Shipping	FY24	1000	4400	52100		420.00	420.00
12	32	EA		32GB DDR42933MHZ RDIMM	FY24	1000	4400	52100		288.30	9,225.60
13	1	EA		Zero Downtime MemRecFg	FY24	1000	4400	53020		400.32	400.32
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 98,446.20

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



General Services Administration Authorized Federal Supply Schedule Pricelist

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address for GSA Advantage!® is: GSAAdvantage.gov.

Multiple Award Schedule

Promark Technology, Inc.

10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
(240) 280-8030
www.promarktech.com

Contract Number: GS-35F-303DA

Period Covered by Contract: May 4, 2016 through May 3, 2026

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification #971 dated November 14, 2023

Contract Administrator: Mary Susa
800-634-0255
gsaadvantage@promarktech.com

Business Size: Large

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov

CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	Description
33411	Purchase of Equipment
811212	Equipment Maintenance
511210	Software Licenses
54151	Software Maintenance
541519CDM	Continuous Diagnostics and Mitigation Tools
611420	Training Courses
54151ECOM	Electronic Commerce (EC) Services
OLM	Order Level Materials

Awarded Prices available on GSA Advantage!

1b. IDENTIFICATION OF LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN

SIN	Description
33411	See Pricing on GSA Advantage!
811212	
511210	
54151	
541519CDM	
611420	
54151ECOM	

1c. HOURLY RATES

Professional Services (SIN 132-51) labor categories are not available under the scope of this contract.

2. MAXIMUM ORDER

The Maximum Order (MO) for the following Special Item Numbers (SINs) is:

SIN	MO
33411	\$500,000
811212	\$500,000
511210	\$500,000
54151	\$500,000
541519CDM	\$500,000
611420	\$25,000
54151ECOM	\$500,000
OLM	\$250,000

3. MINIMUM ORDER

The minimum dollar of orders to be issued is \$100.00.

4. GEOGRAPHIC COVERAGE

The Geographic Scope of Contract will be domestic delivery.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. POINT(S) OF PRODUCTION

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

For a full listing of Points of Production for a specific Manufacturer product, which varies per Manufacturer and part, please see Country of Origin information by Manufacturer part number at. www.gsa.gov/advantage.

6. DISCOUNT FROM LIST PRICES

All prices shown herein are Net GSA prices (basic discounts deducted) unless otherwise indicated.

7. QUANTITY DISCOUNT

None unless otherwise specified in the pricelist

8. PROMPT PAYMENT TERMS

0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later.
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. FOREIGN ITEMS

None.

10a. TIME OF DELIVERY

SIN	Delivery Time
33411	The Contractor shall deliver to destination within 14-60 calendar days after receipt of order (ARO), as negotiated between Contractor and the Ordering Activity, or unless set forth otherwise on the Schedule Contract Pricelist or Attachment A appended hereto and incorporated herein.
811212	
511210	
54151	
541519CDM	
611420	
54151ECOM	
OLM	

***** Due to the current global supply chain conditions related to the COVID-19 pandemic, there may be uncontrollable delays in product availability and shipping. We will make best effort to communicate delays on orders placed against Promark's GSA Schedule thru GSA Advantage, as we are informed of them.***

10b. EXPEDITED DELIVERY

Quicker delivery times than those set forth in the Schedule Contract Pricelist are available from the Contractor based on the availability of product inventory. Improved delivery times in the number of days after receipt of an order (ARO) if available, are as negotiated between the Ordering Activity and Contractor or its Authorized Dealers.

10c. OVERNIGHT AND 2-DAY DELIVERY

Unless otherwise specified by Manufacturer in the Schedule Contract Pricelist, when Ordering Activities require overnight or 2-day delivery, ordering activities are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. Overnight and 2-day delivery times are subject to the availability of product inventory.

10d. URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an Ordering Activity, Ordering Activities are encouraged, if time permits, to contact Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the Ordering Activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. FOB POINT

Destination.

12a. ORDERING ADDRESS

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

Or

See Authorized Dealers Listing for Ordering Address and Contact Information at the end of this document or contact Contractor.

12b. ORDERING PROCEDURES

Ordering Activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405-3 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

13. PAYMENT ADDRESS

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

Or

See Authorized Dealers Listing for Ordering Address and Contact Information at the end of this document or contact Contractor.

14. WARRANTY PROVISION

Warranty is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

15. EXPORT PACKING CHARGES

Not applicable under the scope of this contract.

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR

Rental and repair is not applicable under the scope of this contract. Maintenance is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

17. TERMS AND CONDITIONS OF INSTALLATION

Installation and other related support services, if available for a specific manufacturer or product is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES

Not applicable under the scope of this contract.

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES

Other services, if available for a specific manufacturer or product is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

19. LIST OF SERVICE AND DISTRIBUTION POINTS

For current information on Authorized Service and Distribution points by Manufacturer contact the Contractor.

20. LIST OF PARTICIPATING DEALERS

For a full listing of Authorized Dealers contact Marys@Promarktech.com

21. PREVENTIVE MAINTENANCE

Not applicable under the scope of this contract.

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants)

Not applicable under the scope of this contract.

22b. Section 508 Compliance for EIT

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at www.promarktech.com. The EIT standard can be found at www.Section508.gov/.

23. UEI NUMBER

The Contractor's UEI Number is JUP5NWBUV9D6

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE

The Contractor registration is valid.

SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS

- (1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.
- (2) Order-level materials are included in the definition of the term “material” in FAR clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials. The ordering activity shall follow procedures under the Federal Travel Regulation and FAR Part 31 when order-level materials include travel.
- (3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.
- (4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33%.
- (5) All order-level materials shall be placed under the Order-Level Materials SIN.
- (6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).
- (7) To support the price reasonableness of order-level materials—
 - (i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.
 - (A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).
 - (B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.
 - (C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A)-(B) of this clause.
 - (ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.
 - (iii) If indirect costs are approved per FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I, the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE FOR GOVERNMENT OWNED GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION
OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY
GUARANTEE/WARRANTY PROVISIONS)
(SPECIAL ITEM NUMBER 811212)**

1. SERVICE AREAS

- a. The types/levels of maintenance, geographic scope of availability, and applicable rates vary by Manufacturer and are generally set forth in an applicable Manufacturer's Maintenance Services Policy. If any additional charge is to apply because of distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the Ordering Activity installation site, the repair services will be performed at the Contractor's, Manufacturer's or authorized service provider's plant(s).

2. LOSS OR DAMAGE

- a. When the Contractor, through the Manufacturer, or its authorized service provider removes equipment to its establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the Equipment is removed from the Ordering Activity installation, until the equipment is returned to such installation.

Zebra: Zebra's Service Contract will apply. See Terms and Conditions Attachment for details.

3. SCOPE

- a. In exchange for the applicable fees, the Contractor, through the Manufacturer or its authorized service provider shall provide Maintenance Services for all Equipment listed herein, as requested by the Ordering Activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the Equipment types/models within the scope of this Information Technology Category.
- b. Equipment placed under Maintenance Service shall be in good operating condition.
 - (1) In order to determine that the Equipment is in good operating condition, the Equipment shall be subject to inspection by the Contractor through the Manufacturer or its authorized service provider without charge to the Ordering Activity.
 - (2) Costs of any repairs performed for the purpose of placing the Equipment in good operating condition shall be borne by the Contractor, provided the Equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the Equipment was not under the Contractor's responsibility, the costs necessary to place the Equipment in proper operating condition shall be borne by the Ordering Activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

4. RESPONSIBILITIES

- a. For Equipment not covered by a maintenance contract or warranty, the Contractor, through the Manufacturer's or its authorized service provider's repair service personnel shall complete repairs as soon as reasonably possible after notification by the Ordering Activity that service is required.
- b. If the Ordering Activity task or delivery order specifies factory authorized/certified service personnel then the Contractor is obligated to provide such factory authorized/certified service personnel for the Equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5. MAINTENANCE RATE PROVISIONS

- a. For Equipment under monthly Maintenance Services, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the Equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Ordering Activity.
- b. **REGULAR HOURS.** The basic monthly rate for each make and model of Equipment shall entitle the Ordering Activity to the Maintenance Services as set forth in the applicable Manufacturer's Maintenance Services Policy.

- c. AFTER HOURS. Should the Ordering Activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist or in the applicable Manufacturer's Maintenance Services Policy. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. TRAVEL AND TRANSPORTATION. If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Ordering Activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.
- e. QUANTITY DISCOUNTS. Quantity discounts from listed Maintenance Services rates for multiple Equipment owned and/or leased by an Ordering Activity are not provided under this schedule contract unless otherwise specified by a Manufacturer in the pricelist.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 611420)**

1. SCOPE

- a. The Contractor through the Manufacturer shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's or Manufacturer's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.
- c. Prepaid training tokens, credits, etc. shall not be permitted on this SIN.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor or its Manufacturer shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

4. CANCELLATION AND RESCHEDULING

- a. Terms and conditions governing a Manufacturer's cancellation and rescheduling policies are as set forth in the price file description or, if provided, applicable Manufacturer's Training Catalog.
- b. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.
- c. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

Follow-up support to training courses is not available under the scope of this schedule contract unless expressly set forth in an applicable Manufacturer's Training Catalog and, in that case, follow-support shall be provided as stated therein.

6. PRICE FOR TRAINING

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor or its Manufacturer shall provide the Training Materials normally provided with course offerings. Unless stated otherwise in the price file description or, if provided, the applicable Manufacturer's Training Catalog, such documentation will become the property of the student upon completion of the training class, provided, however, Contractor and or its Manufacturer shall retain all right, title and interest to the intellectual property rights contained therein (e.g., copyrights) and provided further, however, that such Training Materials shall be considered the Confidential Information of Manufacturer and subject to the non-disclosure provisions set forth above in the terms applicable to SINs 511210, 511210 and 54151 .
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Training Catalog shall provide most of the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training).
 - (2) The length of the course.
 - (3) Mandatory and desirable prerequisites for student enrollment.
 - (4) The minimum and maximum number of students per class.
 - (5) The locations where the course is offered.
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the Ordering Activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

"No charge" training is not available under the scope of this schedule contract.

10. GLOSSARY OF DEFINITIONS

- a. "Training Materials" shall mean the, manuals, handbooks, texts, handouts, etc. normally provided with course offerings.
- b. "Training Catalog" shall mean the document setting out a description of the training services and courses offered along with the related policies and procedures in regard to such training.

MANUFACTURER LISTING

See Attachment A to view Contractor Supplemental Pricelist Information and Terms by Manufacturer.

Manufacturer Name	
Acronis	LG
Amazon Web Services	Microsoft Surface
APC by Schneider Electric	Nexsan
AppDynamics	Overland
Arcserve	Panasonic
Atakama	Plantronics
Belkin	Pivot3
Blackberry	Rancher
Brother	Rubrik
Cisco	Samsung
Cradlepoint	Scale Computing
Dell	SMART Technologies
EMC	SonicWall
Enet	SUSE
Exagrid	Targus
Fujitsu	Urban Armor Gear
Honeywell	Veeam
HP	Veritas
Infinidat	VMWare
JABRA	Zebra
Juniper	
Kensington	
Kodak	
Lenovo	
Lexmark	

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

Contact Promark or Download at www.promarktech.com/GSAContract/ContractInfo.html

PRICELIST

The pricelist is available on GSA Advantage!

AWS GSA Pricing can be found:

[Terms and Conditions \(promarktech.com\)](https://promarktech.com/terms-and-conditions)

AUTHORIZED DEALERS

13 Layers LLC	302 Broadway Street	Nicholasville	KY	40356	502-317-6428
1903 Solutions LLC	6440 Lusk Blvd, Suite D203	San Diego	CA	92121	619-206-7127
1st Run Computer Services, Inc.	500 Old Country Road, Suite 105	Garden City	NY	11530	212-779-0800
4Cube Solutions, LLC	4622 19th Street Ct. East	Bradenton	FL	34203	941-306-1413
Aberdeen LLC	10420 Pioneer Blvd.	Santa Fe Springs	CA	90670	562-903-1500
Abrahams Consulting, Inc.	30 Broad Street, 14th Floor	New York	NY	10004	718-979-1371
Academic Technologies Inc.	209A Industrial Drive	Ridgeland	MS	39157	601-427-3587
Accelera Solutions, Inc.	12150 Monument Drive, Suite 800	Fairfax	VA	22033	703-637-9574
ACP Technologies, Inc.	950-A Union Road, Suite 504	West Seneca	NY	14224	716-674-8880
Action Technologies Group	3621 N Everbook Ln, Ste. 5	Muncie	IN	47304	216-513-8864
Advanced Computer Concepts	7927 Jones Branch Dr., Suite 600N	McLean	VA	22102	703-276-7800
Advanced Data Recovery Sytems Inc.	1787 Stone Road	Xenia	OH	45385	937-376-1636
Advanced Network Management, Inc.	1365 N. Scottsdale Rd., Suite 350	Scottsdale	AZ	85157	408-981-5625
Advantel Inc dba Advantel Networks	2222 Trade Zone Blvd	San Jose	CA	95131	858-246-8001
Affigent, LLC (parent company Akima)	13873 Park Center Rd, Suite 127	Herndon	VA	20171	703-766-6260
Agility Network Services Inc.	211 West Wacker Drive, Ste. 590	Chicago	IL	60606	312-587-9894
AGSI, LLC	14152 Milltown Rd	Lovettsville	VA	20180	540-882-3535
All Covered, IT Services from Konica Minolta	100 Williams Drive	Ramsey	NJ	07442	636-368-4589
Allegretto Funding Group, Inc. dba Infinit Technolgoey Solutions	7037 Fly Road	East Syracuse	NY	13057	315-432-1323
Alliance Technology Group LLC	7010 Hi Tech Drive	Hanover	MD	21076	443-561-0298
Alpha Business Services, Inc.	5625-A O'Donnell street	Baltimore	MD	21224	410-633-1910
Alpha Sum Business Machines	33-27 91st Street. Apt. 6B	Jackson Heights	NY	11372	718-898-0242
Alturna-Tech	6501 Congress Ave, Suite 100	Delray Beach	FL	33445	561-452-6065
American Wordata, Inc.	13046 Race Track Rd. #185	Tampa	FL	33626	602-938-5363
Anacapa Micro Products, Inc.	1901 Solar Drive Suite 150	Oxnard	CA	93036	805-339-0305
Annese & Associates, Inc.	747 Pierce Road, Suite 2	Clifton Park	NY	12065	585-286-2985
Apollo Information Systems Corp	445 Leigh Ave, Suite 101	Los Gatos	CA	95032	408-399-5110
Applied Global Technologies	505 Brevard Ave., Suite 102	Cocoa	FL	32922	321-635-2454
Argus Partners, LLC	1111 West Carrier Pkwy #300	Grand Prarie	TX	75050	469-471-0035
Arlington Computer Products	851 Commerce Court	Buffalo Grove	IL	60561	847-541-6333
Arrow Micro Corp.	14327 Imperial Hwy	La Mirada	CA	90638	714-522-0232
Aspire Technology Partners LLC	25 James Way	Eatontown	NJ	07724	732-847-9640
ATP GOV LLC	1390 Chain Bridge Rd., Ste. A269	McLean	VA	22101	847-952-6917

Alliance Technology Group, LLC Quotation

End User:
 DuPage Sheriff's Office
 501 N. County Farm Road
 Wheaton, IL 60187

Quote Date: 12/14/2023
 Quote Number: 211-Q4-12142023-1
 Expiration Date: 1/14/2024
 FOB: Destination
 DUNS: 01-757-3259
 GSA Contract Number: GS-35F-303DA
 Terms: Pre-Pay

Contract # GS-35F-303DA

GSA Part #	Supported Part #	Item Description	Qty	List Price	GSA List Price	Price Each	Extended Sales Price
Production Cluster							
1	CHA-3-0E	1X XEON SP CPU 12X HDD 2U CTLR HC5200 CHASSIS	3	\$13,485.00 *		\$13,200.00	\$39,600.00
2	CPU-3-04	8C/16T 3.2GHZ 2400MT/S INTEL CPNT XEON SILVER 4215R	3	\$0.01 *		\$0.01	\$0.03
3	RAM-3-09	32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	12	\$0.01 *		\$0.01	\$0.12
4	HDD-3-06	16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD	36	\$0.01 *		\$0.01	\$0.36
5	NIC-3-02	4-PORT INTEL/LENOVO X722 4- PORTCPNT 10GB SFP+	3	\$0.01 *		\$0.01	\$0.03
6	HCOS-L-5-8C	SC//HYPERCORE - 8C BRS LICS	3	\$7,495.68	\$6,109.83	\$5,835.83	\$17,507.49
7	HW-5	5YRS HW WARRANTY SVCS	1	\$4,369.14 *		\$3,809.24	\$3,809.24
8	QSRN	NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	3	\$330.00	\$250.20	\$250.20	\$750.60

9	ABAU-5Y	5YRS SUP ACRONIS BACKUP ADV LICS PERNODE	8	\$3,440.92 *		\$3,191.43	\$25,531.44
10	QQCK-ABAU	ACRONIS BACKUP QUICKSTART LICS POWERED BY SCALE COMPUTING RAM Upgrade	1	\$1,500.00	\$1,200.97	\$1,200.97	\$1,200.97
1	QCFG-MEM	DELIVERED BY SCALE COMPUTING SVCS SUP ZERO DOWNTIME MEM RECFG	1	\$500.00	400.32	400.32	\$400.32
32	RAM-1-09	32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	32	\$293.00 *		\$288.30	\$9,225.60
						Freight	\$420.00
						TOTAL:	\$98,446.20

*Open Market

**Replacement Part for End of Life product

This quote and configuration is confidential to Alliance and is only to be used between Alliance and the Customer.

In the event this provided quote and configuration is used for other purposes, consulting fees will be charged.

All Purchase Orders subject to acceptance by Alliance Technology Group, LLC.

Prices Subject to change prior to acceptance of Purchase Order.

Payment Terms pursuant to Contract of Sales. PLEASE NOTE ACCORDING TO SUN ANY EQUIPMENT OVER 180 DAYS SINCE LAST MAINTENANCE CONTRACT WILL REQUIRE A RECERTIFICATION FEE.

SUPPORT IS NON-REFUNDABLE AND CAN'T BE CANCELLED.

The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition.

Please refer to Oracle's End User Agreement Terms located on our website (<http://www.alliance-it.com/pdf/oracle-end-user-terms.pdf>)



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: December 8, 2023

Bid/Contract/PO #: _____

Company Name: Alliance Technology Group, LLC	Company Contact: Steve Gerlach
Contact Phone: 847-951-8302	Contact Email: steve.gerlach@alliance-it.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 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

Cynthia Miles

Title

Corporate Administrator

Date

December 8, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Judicial/Public Safety Requisition \$30,000 and Over

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

File #: JPS-P-0007-24

Agenda Date: 1/16/2024

Agenda #: 16.C.

AWARDING RESOLUTION ISSUED TO
SENTINEL OFFENDER SERVICES, LLC
TO PROVIDE COURT ORDERED GPS DEVICE AND ELECTRONIC MONITORING
SERVICES TO JUVENILES AND INDIGENT ADULT OFFENDERS AND THEIR VICTIMS
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT \$612,000)

WHEREAS, a vendor has been evaluated and selected 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 Sentinel Offender Services, LLC, to provide court ordered GPS device or Electronic Monitoring services to juveniles and indigent adult offenders and their victims, for the period of February 1, 2024 through January 31, 2026, for the DuPage County Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide court ordered GPS device or Electronic Monitoring services to juveniles and indigent adult offenders and their victims, for the period of February 1, 2024 through January 31, 2026 for the DuPage County Probation and Court Services per the Master Agreement #22PSX0021, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Sentinel Offender Services, LLC, 1290 North Hancock Street, Suite 103, Anaheim, CA 92807, for a contract total amount of \$612,000.

Enacted and approved this 23rd day of January, 2024 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-0007-24	RFP, BID, QUOTE OR RENEWAL #: NASPO Contract #22PSX0021	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$612,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$612,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Sentinel Offender Services, LLC	VENDOR #: 13392	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Mike Dean	VENDOR CONTACT PHONE: 1-800-496-4882	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org
VENDOR CONTACT EMAIL: mcdean@sentineladvantage.com	VENDOR WEBSITE: www.sentineladvantage.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.). The Sentinel Offender Services, LLC Cooperative Agreement with National Association of State Procurement Officers (NASPO) has an Offender Pay Program that allows for offenders to pay for their services.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Statute SB 2870 states the following: "Third Party Electronic Monitoring (SB 2870): Provides that the Chief Judge may enter an administrative order to establish a program for electronic monitoring or drug-related and alcohol related offenses, in which a vendor approved by the County Board, supplies and monitors the electronic monitoring device and collects the fees on behalf of the county". The Department would continue to be financially responsible for juveniles, victims and a small fraction of indigent participants per the agreement.			

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract is under the National Association of State Procurement Officers (NASPO) and offers an Offender Pay Program.
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) Approval of the NASPO contract with Sentinel Offender Services LLC for the Third Party vendor to collect payments for services rendered instead of the County paying out for all monitoring. 2) The County will have to pay for all offender's electronic monitoring services if this contract is not approved.

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: Sentinel Offender Services, LLC	Vendor#: 13392	Dept: Probation and Court Services	Division: Finance
Attn: Mike Dean	Email: mcdean@sentineladvantage.com	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 1290 North Hancock Street Suite 103	City: Anaheim	Address: 503 N County Farm Road	City: Wheaton
State: California	Zip: 92807	State: Wheaton	Zip: 60187
Phone: 1-800-496-4882	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Sentinel Offender Services, LLC	Vendor#: 13392	Dept: Probation and Court Services	Division: Finance
Attn: Mike Dean	Email: mcdean@sentineladvantage.com	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 1290 North Hancock Street Suite 103	City: Anaheim	Address: 503 N County Farm Road	City: Wheaton
State: California	Zip: 92807	State: Illinois	Zip: 60187
Phone: 1-800-496-4882	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 1, 2024	Contract End Date (PO25): Jan 31, 2026
Contract Administrator (PO25):			

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		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY24	1000	6100	53410		240,000.00	240,000.00
2	1	EA		GPS Monitoring Services to adult offenders and victims	FY24	1400	6120	53410		17,000.00	17,000.00
3	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY25	1000	6100	53410		41,000.00	41,000.00
4	1	EA		GPS Monitoring Services to adult offenders and victims	FY25	1400	6120	53410		8,000.00	8,000.00
5	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY25	1000	6100	53410		240,000.00	240,000.00
6	1	EA		GPS Monitoring Services to adult offenders and victims	FY25	1400	6120	53410		17,000.00	17,000.00
7	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY26	1000	6100	53410		41,000.00	41,000.00
8	1	EA		GPS Monitoring Services to adult offenders and victims	FY26	1000	6120	53410		8,000.00	8,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 612,000.00

Comments	
HEADER COMMENTS	<p>Provide comments for P020 and P025. Pricing per NASPO ValuePoint Master Agreement #22PSX0021 for Agency Pay Program: Active GPS: \$4.50 per active day</p> <p>Victim Active GPS: \$3.00 per active day Standard GPS & Electronic Monitoring Services OM500 GPS: \$2.85 per active day RF Patrol Cellular Monitoring: \$2.48 per active day - Insurance Plan for all available RF equipment: \$0.35 per unit per day</p> <p>Optional Advocate - Victim Smartphone App: \$2.00 per active day - Victim Notification Services (Manual Notification): \$1.00 per active day</p> <p>Hybrid OM500 GPS: \$2.80 per active day - Monitoring Center Operator Outbound Calls to both officers & participants/offenders: \$0.30 per active day - OM500 Beacon Compatible with OM500 GPS device: \$0.45 per active day - Insurance Plan for all available GPS equipment: \$0.35 per unit per day</p>
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



**Master Agreement Number:
22PSX0021**

Electronic Monitoring Products and Services

State of Connecticut
AND

Sentinel Offender Services, LLC

This contract (the "Master Agreement") is made by and between, **Sentinel Offender Services, LLC** (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a- 2, 4a-51 and 4d-2 of the Connecticut General Statutes, and acting in connection with the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, Inc.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Master Agreement, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Acceptance

Determination made by the Purchasing Entity upon successful User Acceptance Test that the Deliverable has satisfied the Acceptance Criteria itemized in the SOW, performs to the Specifications, and fulfills the business and technical requirements of the Master Agreement.

b. Acceptance Criteria

Client Agency requirements for Deliverable Acceptance.

c. Acceptance Date

The date the Purchasing Entity accepts a Deliverable or System in accordance with this Master Agreement.

d. Administrator

A designated Purchasing Entity representative who is responsible for managing the Purchasing Entity's User access to the Hosting Environment. The Administrator shall be responsible for implementing a role-based security policy process for access to the Hosting Environment.

f. Business Day

A day of the week recognized by the Purchasing Entity as a workday, exclusive of Saturdays, Sundays and any Lead State or federal holiday.

g. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

h. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique

biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Lead State classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

i. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Purchasing Entity, the Contractor, or State.

j. Contractor IP

Contractor’s materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables.

k. Contractor Parties

Contractor’s members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Master Agreement in any capacity.

l. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Purchasing Entity to correct or resolve a Breach identified by the Purchasing Entity in accordance with the Breach section of this Master Agreement.

m. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor’s overall approach and solution to the requirements of this Master Agreement. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

n. Deliverables Document

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the State and Participating Entities under this Master Agreement or in a Statement of

Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

o. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

p. Reserved

q. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

r. Goods

All things which are movable, including, but not limited to, electronic monitoring devices, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

s. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables Document.

t. Go-Live Date

The date of Participating Entity or Purchasing Entity's access to and use of the System, upon and after which the System must Perform in accordance with the Documentation, as the date may be extended from time to time in accordance with the Participating Addendum, Purchase Order, or Statement of Work applicable to the installation.

u. Hosting Environment

Collectively the platform, environment, and conditions on, in, or under which the Licensed Software is intended to be installed and operate, as set forth in this Master Agreement, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.

v. Hosted Services

The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services identified in Exhibit A, Deliverables Document.

w. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not

include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

x. Reserved

y. Reserved

z. Lead State

The State of Connecticut, acting by the DAS.

aa. Licensed Software

The commercial, off-the-shelf products provided by Contractor in connection with the Deliverables, for which the Purchasing Entity or the Lead State acquires a, personal, non-exclusive, non-transferable license to access and use, but does not acquire the Licensor's title to, such computer program(s).

bb. Licensor

The party who licenses all or any part of a Deliverable either to the Participating Entity or Purchasing Entity, in the case of the Contractor, or to the Contractor, in the case of a third party provider.

cc. Maintenance Services

The software and process support services described in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

dd. Reserved

ee. Materials

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

ff. NASPO ValuePoint:

A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation through which NASPO administers the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.

gg. Participating Addendum ("PA")

A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific terms, language or other requirements, such as ordering procedures specific to the Participating Entity.

hh. Participating Entity

A state, or other legal entity, that enters into a Participating Addendum.

ii. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Master Agreement fully, including the Deliverables and all other Master Agreement obligations. The word "Perform" includes all parts of speech.

jj. Performance Criteria

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Master Agreement, a Participating Addendum, and a Statement of Work, as applicable.

kk. Price Schedule

Exhibit B to this Master Agreement which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Master Agreement and establishes the components, unit pricing and price schedules for each Deliverable.

II. Reserved

mm. Purchase Order

A written or electronic document that the Purchasing Entity issues for one or more Deliverables in accordance with the terms of this Master Agreement.

nn. Purchasing Entity

A Participating Entity, or a city, county district, or other political subdivision of the Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

oo. Purchasing Entity Data

Any data or information of the Purchasing Entity that Contractor receives or creates by any means and in any form in connection with this Master Agreement, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

pp. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

qq. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

rr. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

ss. Service Level Agreement (“SLA”)

Exhibit C which sets forth and describes the service level and maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Master Agreement, in a Participating Addendum or in a Statement of Work, as applicable.

tt. Site

Location(s) specified by the Purchasing Entity where Deliverables are to be installed, Services rendered, or materials furnished.

uu. Solicitation

The Lead State's request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Master Agreement shall be governed by the statutes, regulations and procedures of the Lead State. The Solicitation is incorporated into and made a part of this Master Agreement as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Master Agreement in its entirety, but, rather, it is incorporated into this Master Agreement only to the extent specifically stated in Exhibit A, Deliverables Document.

vv. Solicitation Response

A submittal in response to a Solicitation.

ww. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

xx. Statement of Work (“SOW”)

Statement issued in connection with a Purchase Order for a Deliverable available under this Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

yy. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Master Agreement, a Participating Addendum, or SOW, as applicable.

zz. Term

The original term of this Master Agreement plus any extensions exercised under this Master Agreement.

aaa. Termination

An end to this Master Agreement prior to the end of its Term.

bbb. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

ccc. Reserved

ddd. Upgrade

A change to the primary version number of the Licensed Software, generally providing additional features or functionality.

eee. Update

A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.

fff. User

A Purchasing Entity representative that may access the System. User access will be subject to role-based security implemented by the Purchasing Entity's Administrator.

ggg. User Acceptance Test

Those procedures that permit the Purchasing Entity to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract.

hhh. Warranty Period

The twelve (12) month period commencing upon the Acceptance Date for the System or Deliverable.

2. Term of Master Agreement; Master Agreement Extension

This Master Agreement will be in effect from the date that the last party executes (the "Effective Date") and will continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.

3. Deliverables

Contractor shall sell, transfer, convey and license, as appropriate, to the Purchasing Entity each Deliverable and Perform in accordance with this Master Agreement, applicable Participating Addendum, and the SOW, as applicable. The Deliverables are set forth in accordance with Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

- a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and the applicable Participating Addendum and shall remain in effect until Purchasing Entity Accepts

full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Master Agreement and the applicable Participating Addendum. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.

- b. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.
- c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.
- d. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.
- e. PARTICIPATION AND PAYMENTS:

The terms of this Master Agreement are applicable to any Purchase Order issued by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by an applicable Participating Addendum. Any alterations, modifications, supplements or amendments to the terms of the Master Agreement as they apply to a Participating Entity and any Purchasing Entity ordering under the Participating Entity's Participating Addendum must be addressed in the Participating Addendum. Such alterations, modifications, supplements or amendments in a Participating Addendum apply only to the Participating Entity and Purchasing Entities ordering under said Participating Addendum. With the consent of the Participating Entity and Contractor, alterations, modifications, supplements or amendments to the terms of the Master Agreement and applicable Participating Addendum as they apply to a Purchasing Entity may be included in the Purchasing Entity's Purchase Order. Such alterations, modifications, supplements or amendments in a Purchase Order apply only to the Purchasing Entity.

Use of this Master Agreement is subject to the approval of the respective state's chief procurement official, or their designee. Subject to applicable law, issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official, or their designee.

This Master Agreement and the Participating Addendum are binding only upon the Contractor and the corresponding Participating Entity or Purchasing Entity or both. The financial obligations of any Purchasing Entity are limited to those obligations set forth in the Purchase Orders that such particular Purchasing Entity issues. The terms of a Participating Addendum or other participating addenda do not and will not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

Entities who are not states may sign their own Participating Addendum if and to the extent that the appropriate procurement official of the state where the Participating Entity is located (or such other approval as may be required by law) gives prior approval of such participation in writing. A chief procurement official's approval to a non-state entity to participate through execution of a Participating Addendum is not a determination that the non-state entity has the necessary or appropriate authority to enter into the Participating Addendum. Prior to executing a Participating Addendum, each Participating Entity must ensure that it has the requisite authority to execute a Participating Addendum under its applicable laws and regulations.

Payment for all Accepted Deliverables are due within forty-five (45) days after Acceptance of the Deliverables. The Contractor shall submit an invoice to the Purchasing Entity for the Performance. The invoice shall include detailed information for Deliverables, delivered and Performed, as applicable, and Accepted. Any late payment charges shall be calculated in accordance with Purchasing Entity's applicable law.

4. Payments and Credits

- a. The Purchasing Entity shall pay for Deliverables only upon Acceptance pursuant to this Master Agreement, the applicable Participating Addendum, and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Purchasing Entity's request, Contractor shall submit to the Purchasing Entity such documentation as the Purchasing Entity deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Purchasing Entity approving the invoice for payment.
- b. The Purchasing Entity shall pay Contractor upon Acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.
- c. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.
- d. Contractor may supplement Exhibit B, Price Schedule to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement.
- e. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with the provisions of Section 11.

5. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverables Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverables Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods F.O.B. wherever specified by the Purchasing Entity in its Purchase Order or in another communication to Contractor. The administration and Performance of this Contract are facilitated by and in accordance with certain provisions of the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers. Those provisions are set forth in Exhibit D, NASPO ValuePoint Provisions.

6. Purchase Orders

- a. This Master Agreement itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Master Agreement and an applicable Participating Addendum for Performance.
- b. The Purchasing Entity shall issue a Purchase Order against a Participating Addendum incorporating this Master Agreement directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Master Agreement number and Participating Addendum number (if any) and comply with all other Participating Entity and Purchasing Entity requirements, particularly the Purchasing Entity's requirements concerning

procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation.
- e. The Purchasing Entity may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Purchasing Entity shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

7. Time of the Essence

Time is of the essence with respect to all provisions of this Master Agreement that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Master Agreement.

8. Waiver

- a. No waiver of any Breach of this Master Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Master Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Master Agreement or at law or in equity. Any waiver by the Lead State, a Participating Entity, or a Purchasing Entity must be in writing.
- b. A party's failure to insist on strict performance of any provision of this Master Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

9. Deliverable Evaluation, Acceptance and Ownership

- a. Any Deliverable furnished by Contractor under the terms of this Master Agreement will be subject to Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Purchasing Entity notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
 - 1. The Purchasing Entity shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
 - 2. Contractor shall have five (5) Business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Purchasing Entity shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section.
 - 3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Purchasing Entity to Contractor.
- b. If UAT for the System is successfully completed, the Purchasing Entity shall in writing notify the

Contractor of the Purchasing Entity's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.

- c. If requested by Contractor, Purchasing Entity shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Purchasing Entity, so long as such certificate does not amend, alter or modify in any way the terms of this Master Agreement.
- d. A Purchasing Entity shall own all Deliverables provided to it by Contractor under this Master Agreement, subject to subparagraph e) below.
- e. The Purchasing Entity shall have a nonexclusive, nontransferable license to access and use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the Purchasing Entity's business needs and operations if Contractor IP is provided to the Purchasing Entity by Contractor in order to Perform any Services or provide any Deliverables required under this Master Agreement. Nothing in this provision shall be construed as transferring to the Lead State, Participating Entity, or Purchasing Entity any ownership interest or rights to Contractor IP.
- f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:
 - 1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
 - 2. Obtain for the Purchasing Entity the right to continued use of the Deliverable; or
 - 3. If neither 1 nor 2 above is commercially reasonable, Purchasing Entity shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Purchasing Entity the fees paid for the Deliverable.
- g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Master Agreement.

10. Data: Access and Ownership

a. Access to Master Agreement and State Data

The Contractor shall provide to the Purchasing Entity access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Master Agreement and the Purchasing Entity that are in the possession or control of the Contractor upon demand and shall provide the data to the Purchasing Entity in a format prescribed by the Purchasing Entity and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

- 1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. At no time will Contractor have Title to such Data, wherever located.

2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format acceptable to the Purchasing Entity.
3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Purchasing Entity shall constitute, without more, a de facto breach of this Master Agreement. Consequently, the Contractor shall indemnify and hold harmless the Purchasing Entity, the Participating Entity, and the Lead State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non- Purchasing Entity use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Purchasing Entity, the Participating Entity, and the Lead State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Purchasing Entity, such information as the Purchasing Entity may identify to ensure, in the Purchasing Entity's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

11. Change Order Within Scope

The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A, Deliverables Document. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Master Agreement, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Section.

12. Rejected Items; Abandonment

- a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any Purchasing Entity premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Purchasing Entity may, by written notice and in accordance with this Master Agreement, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of Purchasing Entity premises and any other location which the Purchasing Entity manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property

in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the Purchasing Entity and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 3. they vest authority, without any further act required on their part or the Purchasing Entity's part, in the Purchasing Entity to use or dispose of the Rejected Goods and Contractor Property, in the Purchasing Entity's sole discretion, as if the Rejected Goods and Contractor Property were the Purchasing Entity's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 4. if the Purchasing Entity incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Purchasing Entity shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the Purchasing Entity no later than thirty (30) days after the date of invoice; and
 5. they do remise, release and forever discharge the Purchasing Entity and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "Purchasing Entity and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Purchasing Entity and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Purchasing Entity, such information as the Purchasing Entity may require to evidence, in the Purchasing Entity's sole determination, compliance with this Section.

13. Replacement Deliverables

The Purchasing Entity may order any Replacement Deliverables then available. Replacement Deliverables are subject to evaluation and Acceptance as set forth in this Master Agreement.

14. Maintenance and Support

- a. Contractor represents and warrants that after Acceptance of the System by the Purchasing Entity and throughout the duration of the Warranty Period, Contractor shall provide the following maintenance and support services at no additional cost:
1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document,

Purchase Order or a SOW, as applicable;

2. Improvements related to any and all Deliverables; and
 3. Improvements to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment.
- b. Upon expiration of the Warranty Period, maintenance and support and on-going services shall be provided by the Contractor on an annual basis if requested by the Purchasing Entity and identified in Exhibit C Service Level Agreement and Maintenance and Support and Exhibit B Price Schedule. Contractor shall invoice the Purchasing Entity in accordance with Exhibit B, Price Schedule.
- c. Provided the Purchasing Entity is current on its maintenance and support and on-going services payments, the Contractor shall provide Services itemized in a SOW in addition to the following:
1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document, Exhibit C, Service Level Agreement and Maintenance and Support, Purchase Order or a SOW, as applicable;
 2. Improvements that may be developed by Contractor or made available to Contractor by the Licensor related to any and all Deliverables; and
 3. Improvements to any and all Deliverables to cause each to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment at no additional cost.
- d. Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.
- e. The Purchasing Entity shall provide Contractor full and free access to each Deliverable for the limited purpose of providing Services required under this Master Agreement, subject to the Purchasing Entity's and the applicable Site's access policies.

15. Reserved

16. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, Purchasing Entity employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Master Agreement.

17. Background Checks

To the extent applicable, the Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the state, the Purchasing Entity, or as provided for in any Purchasing Entity document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as

necessary or reasonably requested with the state and its agents in connection with such background checks.

18. Contractor Guaranties

- a. Contractor shall:
 - 1. Perform fully under this Contract;
 - 2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 - 3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
 - 4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - 5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law;
 - 6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

19. Other Warranties

Contractor warrants that:

- a. Each Deliverable installed by Contractor, an authorized agent of Contractor or installed by the Purchasing Entity in accordance with Contractor's instructions, will function according to the Specifications and Performance Criteria on the Acceptance Date for such Deliverable;
- b. During the Warranty Period, Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Performance Criteria identified in Exhibit A, Deliverables Document or a SOW, as applicable; and
- c. Contractor shall provide each Deliverable within the time frames established under this Master Agreement, a Purchase Order or a SOW, as applicable.
- d. Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

20. System Warranties

- a. Contractor represents and warrants that the System shall conform to this Master Agreement, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless the Master Agreement is Terminated earlier.
- b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

21. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by the Lead State, the Participating Entity, or Purchasing Entity. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Lead State, the Participating Entity, or Purchasing Entity with any additional reports as the Lead State, the Participating Entity, or Purchasing Entity may request from time to time within ten (10) days following receipt of the written request. Timely submission of these reports is a material requirement of this Master Agreement. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Lead State, Participating Entity and the Purchasing Entity shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

22. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Master Agreement obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Master Agreement. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Purchasing Entity may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Master Agreement. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Purchasing Entity determines that the Contractor has committed a Breach, then the Purchasing Entity may require the Contractor to, and Contractor shall, prepare and submit to the Purchasing Entity a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Purchasing Entity within ten (10) Business Days following the Purchasing Entity's request for the CAP for the Purchasing Entity's review and approval. Within ten (10) Business Days of receiving the CAP, the Purchasing Entity must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Purchasing Entity fails to accept or reject the CAP within the ten (10) Business Days, then the CAP is deemed to have been approved, without more. The Purchasing Entity's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Purchasing Entity will approve the CAP when the Contractor re-submits it to the Purchasing Entity for review and approval. If the Purchasing Entity rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Purchasing Entity accepts a CAP, (2) the Purchasing Entity waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Purchasing Entity waives the Breach, or (5) the Purchasing Entity makes a determination to Terminate this Master Agreement. After the first rejection, each of the parties will have five (5) Business Days, instead of ten (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to three (3) Business Days each instead of ten (10) or five (5) Business Days.
- c. If the Purchasing Entity determines that the Contractor has Breached this Master Agreement, then the Purchasing Entity may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Purchasing Entity notifies

Contractor in writing prior to the date that the payment would have been due.

- d. For purposes of the Purchasing Entity determining whether there is a Breach under this Master Agreement, or whether any statement in the Representations and Warranties Section of this Master Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Purchasing Entity considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Master Agreement.
- f. Notwithstanding any provisions in this Master Agreement, the Lead State may terminate this Master Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Master Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Master Agreement. In case of such revocation or Termination, the Purchasing Entity will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the Lead State's rights under this Breach Section diminishes the Lead State's rights under the Termination Section of this Master Agreement.

23. Termination

- a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.
- b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.
- f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.
- g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

24. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Master Agreement while any dispute concerning this Master Agreement is being resolved.

25. Reserved

26. Setoff

A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other agreement or arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity.

27. Cross-Default

- a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Master Agreement, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other

Agreements”) that the Contractor or Contractor Parties have with the Lead State. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in this Master Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the Lead State, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Master Agreement. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Master Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Master Agreement.

28. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

29. Representations and Warranties

Contractor represents and warrants to the Lead State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement,

for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Master Agreement or any assignments made in accordance with the terms of this Master Agreement;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;

- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables;
- x. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity; and
- y. The Services and the System shall conform to this Contract, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that the Deliverables shall be free from defects in material and workmanship and that Performance will be in good and workmanlike manner consistent with industry standards and practices. Contractor warrants that its agents and/or employees used in the Performance will be qualified to Perform.

30. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Master Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Master Agreement, in order to give full effect to this Master Agreement and to carry out the intent of this Master Agreement.

31. Advertising

The Contractor shall not refer to sales to the Lead State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Lead State's prior written approval.

32. Contractor Changes

The Contractor shall notify the Lead State in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The Lead State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the Lead State's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Master Agreement. The Contractor shall deliver such documents to the Lead State in accordance with the terms of the Lead State's written request. The Lead State may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Master Agreement; the surviving Contractor Parties, as appropriate, must continue to Perform under this Master Agreement until Performance is fully completed.

33. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Master Agreement regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Master Agreement, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Master Agreement.
- b. The Contractor shall exercise all reasonable care to avoid damage to a Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.

34. Continuity of Systems

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Master Agreement.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of a Purchasing Entity's operations and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Master Agreement, any subcontract, or amendment to either, is transferred back to a Purchasing Entity or to another contractor at any time for any reason, then Contractor shall cooperate fully with the Purchasing Entity, and do and Perform all acts and things that the Purchasing Entity deems to be necessary or appropriate, to ensure continuity of the Purchasing Entity's information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Master Agreement without approval of such subcontract by the Lead State, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to the Purchasing Entity or its

representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Master Agreement.

- c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to Purchasing Entity:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Systems, facilities and equipment related to or arising out of this Master Agreement, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Master Agreement) no later than ten (10) days from the date that the work under this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the Purchasing Entity, during the Purchasing Entity's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Purchasing Entity, during the Purchasing Entity's Business Hours, in good working order, and if the Purchasing Entity's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Master Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Public Records created or modified pursuant to this Master Agreement, any SOW, subcontract or amendment and requested in writing by the Purchasing Entity (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Master Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under the Master Agreement or SOW is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver to the Purchasing Entity during the Purchasing Entity's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Purchasing Entity, during the Purchasing Entity's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d. If Contractor employs former Purchasing Entity employees, Contractor shall facilitate the

exercising of any reemployment rights that such Purchasing Entity employees may have with the Purchasing Entity, including, but not limited to, affording them all reasonable opportunities during the workday to interview for Purchasing Entity jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

35. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Purchasing Entity. It is the responsibility of Contractor to understand and adhere to the Purchasing Entity's policies and procedures prior to entering the Purchasing Entity Site to Perform under this Master Agreement.

36. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

37. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the

Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a-701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Master Agreement concerning the obligations of the Contractor to the Purchasing Entity, Participating Entity, or DAS.

38. Confidentiality; Non-Disclosure

The Purchasing Entity shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the Purchasing Entity does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the Purchasing Entity to its employees, agents or representatives, provided such disclosures are reasonably necessary to the Purchasing Entity's use of the Deliverable, and provided further that the Purchasing Entity will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Master Agreement. The Purchasing Entity's performance of the requirements of this Section shall be subject to open records laws and the State of Connecticut Freedom of Information Act ("FOIA"), as applicable.

All Records, Purchasing Entity Data, and any Data owned by the Purchasing Entity in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

39. Contractor's Obligation to Notify the Lead State Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

40. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to the Lead State records that is not less than the access that said committee and such offices have on July 1, 1997.

41. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Master Agreement. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

42. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. § 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

43. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Master Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

44. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

45. Audit and Inspection of Plants, Places of Business and Records

- a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor

Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.

- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.
- c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until six (6) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

46. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Lead State for any expenditure of Lead State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and Lead State single audit standards as applicable.

47. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in

carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.
- c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement.
- f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

48. Forum and Choice of Law

- a. Notwithstanding the other provisions of this of this Forum and Choice of Law Section, the parties deem this Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the Lead State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- b. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- c. If a Claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for Claims relating to the procurement, evaluation, award, or contract performance or

administration if the Lead State is a party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

49. Assignment

The Contractor shall not assign any of its rights or obligations under this Master Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Lead State. The Lead State may void any purported assignment in violation of this Section and declare the Contractor in breach of Master Agreement. Any Termination by the Lead State for a breach is without prejudice to the Lead State's or a Participating Entity or Purchasing Entity's rights or possible Claims.

50. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Master Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

51. Executive Orders and Other Enactments

- a. All references in this Master Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Master Agreement at any time during its term, or that may be made applicable to the Master Agreement during its Term. This Master Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Lead State, Participating Entity, or Purchasing Entity shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Master Agreement if it chooses to contest the applicability of the Enactments or the Lead State, Participating Entity, or Purchasing Entity's authority to require compliance with the Enactments.
- b. This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Master Agreement as if they had been fully set forth in it.
- c. This Master Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Master Agreement as if fully set forth in it.

52. Whistleblower Provision

This Master Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or

quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Master Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

53. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Lead State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Master Agreement as if the summary had been fully set forth in this Master Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Master Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Master Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

54. Force Majeure

- a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

55. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Master Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Michael Baczewski

If to the Contractor:

Sentinel Offender Services, LLC
1290 N Hancock Street, Ste 103
Anaheim, Ca 92807

Attention: Leo Carson, Vice President Strategic Sales

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Master Agreement shall be directed to:

Purchasing Entity: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Purchasing Entity.

56. Headings

The headings given to the Sections in this Master Agreement are inserted only for convenience and are in no way to be construed as part of this Master Agreement or as a limitation of the scope of the particular Section to which the heading refers.

57. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

58. Amendments, Supremacy, Entirety of Master Agreement

No amendment to or modification of this Master Agreement shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Master Agreement shall be subject to the terms of this Master Agreement. Any additional terms within any such Purchase Order, SOW, or other document that contradict the terms of this Master Agreement shall have no force or effect and shall in no way affect, change or modify any of the terms of this Master Agreement. This Master Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

59. Severability

If any term or provision of this Master Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Master Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Master Agreement shall be valid and enforced to the fullest extent possible by law.

60. Risk of Loss and Insurance

The Purchasing Entity shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Purchasing Entity's possession, except when such loss or damage is due directly to the Purchasing Entity's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the Purchasing Entity.

The insurance required by this Section shall be on such forms, and contain such endorsements and terms, as shall be acceptable to the Lead State. Contractor agrees to purchase extended reporting period coverage for a period of three (3) years for claims that are made (filed) after the cancellation or expiration date of the policy.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Master Agreement, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within twenty (20) Business Days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in this section, except the endorsement is provided to the applicable Participating Entity. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to

or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the Lead State all in an electronic format acceptable to the Lead State prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to the Lead State. Contractor shall provide an annual electronic update of the 3 documents to the Lead State on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Master Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Master Agreement, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period, or as otherwise required by the laws of the applicable Participating Entity or Purchasing Entity.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Master Agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Purchasing Entity.

61. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Master Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

62. References to Statutes, Public Acts, Regulations, Codes and Executive Orders

All references in this Master Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Master Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Master Agreement, this Master Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Master Agreement at the time of its execution.

63. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

64. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

65. Reserved.

66. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)
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Start Date	End Date	Cost
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The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ _____

Name of Former State Agency Termination Date of Employment

The parties are executing this Master Agreement on the date below their respective signatures.

Sentinel Offender Services, LLC

BY: **Signature on file**

Name: Dennis Fuller

Title: Chief Financial Officer
Duly Authorized

Date: 12/14/2023

STATE OF CONNECTICUT

Department of Administrative Services

Solely for the purposes of acting in its capacity as the Lead State, thereby enabling states, other entities and the Lead State to contract using this Master Agreement, by executing a Participating Addendum.

Signature on file

BY:

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

Date: 12/14/2023

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DELIVERABLES DOCUMENT

I. Scope of Deliverables:

Contractor Deliverables, all as listed in Exhibit B, Price Schedule, shall include:

1. Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year ("24/7/365").
2. System implementation, integration, configuration, validation and deployment of the Licensed Software within a Hosting Environment and Hosting Services for radio frequency monitoring ("RF"), alcohol monitoring ("AM") and global positioning system ("GPS") satellite monitoring. Contractor shall provide Licensed Software for Purchasing Entity authorized Users.
3. Hardware including bracelet device, ankle device, receiver ("base station" or "beacon"), GPS device and associated accessories.
4. Preventative Maintenance and Support of Hardware:
 - A. For RF, preventative maintenance and support of RF Patrol landline bracelet and landline receiver and RF Patrol cellular bracelet and cellular receiver, including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
 - B. For AM, preventative maintenance and support of Breath Alcohol/Real-Time device and charger, SCRAM Remote Breath Pro and charger, and SCRAM CAM bracelet and CAM wireless base station or CAM landline base station including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
 - C. For GPS satellite monitoring, preventative maintenance, and support of OM Series inclusive of GPS device, charger, backplate, standard reusable strap, 10 pin sets and OM500 and beacon including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
5. Lost, Damaged, Stolen Hardware Surplus Replacement for Lease Option for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 5% annual allowance for lost, damaged or stolen hardware.
6. Surplus Hardware Allowance for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 15% allowance for on-Site spare hardware.
7. Optional increase of on-Site spare hardware allowance to 25% for RF, AM and GPS satellite monitoring:

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Contractor shall provide Purchasing Entity a 25% allowance for on-Site spare hardware.

8. Optional increase of on-Site spare hardware allowance to 30% for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 30% allowance for on-Site spare hardware.

9. Optional Direct Offender Billing Service for RF, AM and GPS satellite monitoring:

Contractor shall provide direct offender billing service as instructed by Purchasing Entity.

10. Optional Spot Check Smartphone Check-in and Video Call Service for RF, AM or and GPS satellite monitoring:

- A. Contractor shall provide Spot Check Smartphone Check-in and Video Call Service based on a minimum of 25 offenders making daily check-ins, weekly interviews and 1 video call to Purchasing Entity User per month as instructed by Purchasing Entity.
- B. If an offender is serviced under more than one monitoring category, for example, AM and GPS satellite monitoring, Contractor shall only bill Purchasing Entity one time for this service.

11. Optional Random/Scheduled Tracking Services for RF only:

Contractor shall provide ShadowVoice and/or ShadowInteractive Module, ShadowLocate Module, and/or Shadow Interactive Module, ShadowLocate Module and ShadowView Module as instructed by Purchasing Entity.

12. Optional Live Monitoring Services, 24/7/365:

- A. For RF and AM, Contractor shall provide closed-loop notification, escalating notification, offender curfew and hardware status alert reports by fax or telephone, verbal notification made by Contractor monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender, outbound calls to offenders, outbound calls to both Purchasing Entity and offenders as instructed by Purchasing Entity.
- B. For GPS satellite monitoring, Contractor shall provide closed-loop notification, escalating notification, offender curfew and hardware status alert reports by fax or telephone, verbal notification made by Contractor monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender, outbound calls to offenders, outbound calls to both Purchasing Entity and offenders and analytics (point pattern analysis,

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event detection) and victim notification services (manual notification) as instructed by Purchasing Entity.

13. Optional Direct Offender Billing Service for RF, AM and GPS satellite monitoring:

Contractor shall provide direct offender billing service as instructed by Purchasing Entity.

14. Optional Offender Hardware Installation, and Removal Services for RF, AM and GPS satellite monitoring:

Contractor shall provide offender hardware installation and removal services as instructed by Purchasing Entity.

15. Optional Offender and Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program for GPS satellite monitoring only:

Contractor shall provide OM Series GPS for optional mobile exclusion zone domestic violence program as instructed by Purchasing Entity.

16. Optional Victim Smartphone Application for GPS satellite monitoring only:

Contractor shall provide the victim smartphone application as instructed by Purchasing Entity.

17. Optional Automated Monitoring for Purchased OM500 Device and Purchased Beacon for GPS satellite monitoring only:

Contractor shall provide automated monitoring for a purchased OM500 device and purchased beacon as instructed by the Purchasing Entity.

18. System maintenance and support in accordance with Exhibit C, Service Level Agreement and Maintenance and Support.

19. Contractor shall deliver a System that must:

- A.** Be minimally obstructive to offenders' daily lives with Goods, Services and Systems that do not interfere with the offender's ability to seek, including but not limited to, employment or education.
- B.** In real time, restrict offender to the geofenced area(s) established by the Purchasing Entity, which may include but not be limited to, a range of 35 to 150 linear feet of the offender's home and/or residence and be able to report to the Purchasing Entity the location of offender outside any structure and/or building.

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- C.** In real time, track and record time and collect and store offender GPS location points at a frequency not less than once every minute.
- D.** Comply with Participating Entity's directive and timeline for installing or removing all Goods and/or turning off offender monitoring.
- E.** Incorporate best-in class functionality related to charging capabilities, connectivity flexibility, tampering resistance, offender fit and feel and water resistance as approved by the Purchasing Entity. Contractor shall provide Upgrades as they become available at no additional cost to the Participating Entity.
- F.** Include Goods in new, clean, damage free, and operative order. Contractor shall not propose or deliver as part of any Deliverables remanufactured or refurbished Goods. Goods delivered must comply with the electronic surveillance and/or monitoring standards set by the U.S. Department of Justice, including, without limitation, Goods must be:
 - i.** Able to operate in active, passive and hybrid modes.
 - ii.** Capable of being worn on the offender's ankle.
 - iii.** Water resistant.
 - iv.** Hypoallergenic and not pose a safety risk or hazard to the offender wearing the Good(s).
 - v.** Easily attached to and removed from the offender by Purchasing Entity or Contractor in less than 10 minutes.
 - vi.** Shock-proof.
 - vii.** Connect to the Contractor's System through a cellular network.
 - viii.** Configurable to utilize multiple cellular towers within the Participating Entity and/or Purchasing Entity jurisdiction(s) for optimum offender location tracking service coverage.
 - ix.** Supplied with a rechargeable battery that operates on standard 110-volt household current and can maintain a charge for a minimum of 16 hours.
 - x.** Supplied with the functionality for Participating Entity to communicate with the offender using at least the following capabilities: voice, text, tone, vibration, light and liquid crystal display.

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- G.** Allow Users of a Purchasing Entity to digitally track, monitor, receive real-time offender violation alert notifications and restrict offender travel within a designated area, as determined by the Purchasing Entity.
- H.** Allow Purchasing Entity to enroll offender pursuant to court order, remove offender from database, modify Purchasing Entity Data, generate reports, add notes, and otherwise perform offender case management activities by fax, email, web-based and/or telephone.
- I.** Generate and make available 24/7/365 offender digital activity reports in a format approved by Purchasing Entity. Offender digital activity reports must include, without limitation:
 - i.** Offender missed calls and/or notifications from the Contractor and/or Purchasing Entity.
 - ii.** Offender non-compliance with Purchasing Entity determined offender curfew(s).
 - iii.** Offender location including inclusion and exclusion zone violations.
 - iv.** Malfunctions of devices used by offender.
 - v.** Offender tampering.
 - vi.** Detection of low power or battery for Goods used by offender.
- J.** Include customizable System notification functionality including immediate and next calendar day notifications via secure email, phone voice message, and cellular text message.
- K.** Include monitoring center(s) with an uninterruptible power supply, located within the continental United States and equipped with redundant internet and telephone connectivity and inventorying of Goods as required by the Purchasing Entity pursuant to the Participating Entity's PA.
- L.** If Contractor is authorized by a Purchasing Entity to invoice offender(s) directly, allow Contractor to establish, in writing with the Purchasing Entity, the fee schedule including but not limited to any late fees incurred by offender(s) for insufficient payment.
- M.** Provide that all monitoring Service(s) are staffed by Contractor Parties and operate continuously, 24/7/365.
- N.** Provide that all Contractor Parties Performing Services shall be Original Equipment Manufacturer ("OEM") trained and shall effectively and

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efficiently deliver technical assistance to Purchasing Entity and offenders, as applicable.

- O.** Provide that Contractor and Contractor Parties Performing monitoring centers shall be fully trained in the System functionality including the Goods and monitoring services delivered to the Purchasing Entity and used by the offender.
- P.** Comply with all applicable local, state, and federal policies, regulations, and laws including but not limited to; the U.S. Department of Justice, the Federal Communication Commission (“FCC”) and the National Institute of Standards and Technology (“NIST”) including NIST 800-53 or most current NIST directive. Contractor Deliverables shall comply with all new state federal and local regulations, policies and/or laws at no additional expense to the Purchasing Entity.
- Q.** Comply with Purchasing Entity’s requirements for electronic monitoring systems and technology.

II. Licensing, Permits and Certificates:

Prior to Performance, Contractor shall obtain, at no additional cost to the Purchasing Entity, all applicable permits, licenses, and certificates. Contractor shall furnish all applicable permits, licenses and/or certificates to the Purchasing Entity upon request.

III. Needs Assessment:

Upon Participating Entity’s or Purchasing Entity’s request and prior to the issuance of a PA, SOW and/or Purchase Order, Contractor shall:

- 1.** At no cost, schedule a mutually agreed to date and time to conduct an initial needs assessment (“Needs Assessment Meeting”) to assist a Participating Entity or Purchasing Entity.
- 2.** During the Needs Assessment Meeting, Contractor shall assess and identify Deliverables System needs, to satisfy Participating Entity’s or Purchasing Entity’s need.
- 3.** Upon the completion of the Needs Assessment Meeting, Participating Entity or Purchasing Entity may require Contractor to provide a summary of the Deliverables to be incorporated in the PA or SOW, as applicable.

IV. SOW Guidelines for Purchasing Entities:

Unless otherwise required by the Purchasing Entity, the SOW must include, without limitation:

- 1.** Project Objectives: a summary of the Purchasing Entity’s project.

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2. Scope of Services: the specific Deliverables, Acceptance Criteria for each Deliverable, Performance Criteria, and Service requirements, as applicable.
3. Deliverable Implementation Schedule: the specific timeline and implementation for each Deliverable.
4. Cost, pursuant to Exhibit B, Price Schedules.
5. Services and associated Deliverables, as identified by Contractor in collaboration with the Purchasing Entity, including but not limited to:

A. Project Management:

Tasks within project management may include, but are not limited to:

- i. Project kick-off which may include virtual meetings, meetings in person or both; preparing and distributing kick-off materials, and distribution of any agenda, notes or minutes;
- ii. Business visioning and analysis that includes current and future Purchasing Entity Goods, Services and System needs;
- iii. Project schedule for all tasks and activities;
- iv. Status reporting plan, including daily, weekly, monthly, and ad-hoc reporting in both written and oral formats;
- v. Project resource management plan;
- vi. Project organizational structure;
- vii. Risk management and mitigation plan;
- viii. Issue management plan;
- ix. Deliverables management plan;
- x. Project communication plan;
- xi. Quality management plan;
- xii. Testing strategy and plan that must include testing environments, tools, and a modular testing approach considering transitional operations;
- xiii. Document management plan that must include naming, versioning, and style approved by the Purchasing Entity;

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- xiv.** Knowledge transfer plan for transferring knowledge base and all project Documentation to Purchasing Entity staff and as applicable, Purchasing Entity's identified stakeholders;
 - xv.** Support Purchasing Entity from project implementation through Go-Live deployment; and
 - xvi.** Other content as Contractor or Purchasing Entity determine to be necessary or appropriate considering the nature of the project.
- B.** Complete System integration, standard or custom, System configuration and System implementation, to include, testing and validating Licensed Software to determine suitability before integration into Purchasing Entity's existing system(s) and infrastructure(s) including, but not limited to:
 - i.** Data conversion and migration services.
 - ii.** System solution design, configuration including functional, technical, security, and the integration and interfacing with existing infrastructure(s) and, as applicable, third-party billing systems.
 - iii.** Install, set up, and configure the System in the Hosted Environment.
 - iv.** Quality assurance and quality control services including System Performance, security and maintainability.
 - v.** Pursuant to Exhibit C, User training of System functionality, access and use, and knowledge transfer, including all applicable Documentation and Materials in accordance with the needs of the Purchasing Entity.
 - vi.** Pursuant to Exhibit C, Service Level Agreement and Maintenance and Support, including technical support during the integration project and throughout the Warranty Period.
 - vii.** Project closeout services including, without limitation, post-implementation System support, troubleshooting, System updating and maintenance and support in accordance with Exhibit C Service Level Agreement and Maintenance and Support.
- C.** Hardware and maintenance and support:
 - i.** For RF, RF Patrol landline bracelet and landline receiver, or RF Patrol cellular bracelet and cellular receiver and associated maintenance and support.

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- ii. For AM, Breath Alcohol/Real-Time device and charger, SCRAM Remote Breath Pro and charger, and SCRAM CAM bracelet and CAM wireless base station or CAM landline base station and associated maintenance and support.
- iii. For GPS satellite monitoring, OM Series inclusive of GPS device, charger, backplate, standard reusable strap, 10 pin sets and OM 500 and beacon and associated maintenance and support.

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EXHIBIT B
PRICE SCHEDULE**

This Exhibit B Price Schedule includes not to exceed "ceiling" pricing for Contractor for the electronic monitoring service offered. All Contractor costs are included in the prices specified unless otherwise negotiated per Participating Entity's PA. A Participating Entity reserves the right to further negotiate pricing per its PA.

A. Electronic Monitoring Service Category: RF			
Contractor: Sentinel Offender Services, LLC		Delivery: As required per Purchasing Entity	
Item	Description of Service	Cost	
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.	
2	System implementation, integration, configuration, UAT and Go-Live deployment		
3	Licensed Software for Purchasing Entity authorized Users		
4	Hosted Services		
5	System Training for unlimited Users: <ul style="list-style-type: none">Web Based and/or Virtual TrainingOn-Site		
6	Preventative Maintenance and Support of Hardware		
7	Lost, Damaged, Stolen Hardware Surplus Replacement for Lease Option: 5% annual allowance for lost, damaged or stolen hardware		
8	Surplus Hardware Allowance: 15% allowance for on-Site spare hardware		
9	Optional increase of on-Site spare landline hardware allowance to 25%		\$0.10 per active unit per day
10	Optional increase of on-Site spare landline hardware allowance to 30%		\$0.20 per active unit per day
11	Optional increase of on-Site spare cellular hardware allowance to 25%	\$0.15 per active unit per day	
12	Optional increase of on-Site spare cellular hardware allowance to 30%	\$0.25 per active unit per day	
13	Optional Spot Check Smartphone Check-in and Video Call Service	\$1.15 per active unit per day	
14	Optional Random/Scheduled Tracking Services		
14.1	ShadowVoice	\$1.20 per active unit per day	
14.2	ShadowInteractive Module and ShadowLocate Module	Number of Users Rate per active User per day 1-300 \$0.74 301-500 \$0.72 501-750 \$0.70 751-1,000 \$0.60 1,001+ \$0.49	
14.3	ShadowInteractive Module, ShadowLocate Module and ShadowView Module	Number of Users Rate per active User per day 1-500 \$0.92 501-1,000 \$0.79 1,001+ \$0.66	
15	Optional Live Monitoring Services, 24/7/365		
15.1	Closed-loop Notification	\$0.85 per active unit per day	
15.2	Escalating Notification	\$0.85 per active unit per day	
15.3	Offender curfew and hardware status alert reports by fax or telephone	Included at no additional cost	
15.4	Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day	
15.5	Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day	
15.6	Outbound calls to both Purchasing Entity User and Purchasing Entity authorized offender	\$0.50 per active unit per day	
16	Optional Contractor Provided Services		
16.1	Direct Offender Billing Service	\$1.50 per active unit per day	
16.2	Offender Hardware Installation and Removal Service	\$3.00 per active unit per day	

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EXHIBIT B
PRICE SCHEDULE

Hardware Purchase Options:						
Item	Model Description	Number of Units	RF Patrol Landline including Bracelet and Landline Receiver Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Landline Monitoring Service	Bracelet	Landline Receiver
1	RF Patrol Landline Bracelet and Landline Receiver	1 - 100	\$800.00	\$0.68	\$250.00	\$500.00
		101 - 250	\$784.00	\$0.66	\$250.00	\$500.00
		251 - 500	\$760.00	\$0.62	\$250.00	\$500.00
		501 - 1,000	\$720.00	\$0.59	\$250.00	\$500.00
		1,001 - 2,000	\$680.00	\$0.58	\$250.00	\$500.00
		2,001 - 3,500	\$680.00	\$0.57	\$250.00	\$500.00
		3,501+	\$680.00	\$0.55	\$250.00	\$500.00
Item	Model Description	Number of Units	RF Patrol Cellular including Bracelet and Cellular Receiver Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Bracelet	Cellular Receiver
2	RF Patrol Cellular and Cellular Receiver	1 - 100	\$950.00	\$0.48	\$250.00	\$800.00
		101 - 250	\$931.00	\$0.44	\$250.00	\$800.00
		251 - 500	\$902.50	\$0.42	\$250.00	\$800.00
		501 - 1,000	\$855.00	\$0.36	\$250.00	\$800.00
		1,001 - 2,000	\$807.50	\$0.34	\$250.00	\$800.00
		2,001 - 3,500	\$807.50	\$0.32	\$250.00	\$800.00
		3,501+	\$807.50	\$0.30	\$250.00	\$800.00

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PRICE SCHEDULE

Hardware Lease Options:					
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			RF Patrol Landline including Bracelet, Landline Receiver Lease and Landline Monitoring Service	Bracelet	Landline Receiver
1	RF Patrol Landline Bracelet and Landline Receiver	1 - 100	\$1.68	\$250.00	\$500.00
		101 - 250	\$1.66	\$250.00	\$500.00
		251 - 500	\$1.62	\$250.00	\$500.00
		501 - 1,000	\$1.59	\$250.00	\$500.00
		1,001 - 2,000	\$1.58	\$250.00	\$500.00
		2,001 - 3,500	\$1.57	\$250.00	\$500.00
		3,501+	\$1.55	\$250.00	\$500.00
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			RF Patrol Cellular including Bracelet, Cellular Receiver Lease and Cellular Monitoring Service	Bracelet	Cellular Receiver
2	RF Patrol Cellular Bracelet and Cellular Receiver	1 - 100	\$2.48	\$250.00	\$800.00
		101 - 250	\$2.44	\$250.00	\$800.00
		251 - 500	\$2.42	\$250.00	\$800.00
		501 - 1,000	\$2.36	\$250.00	\$800.00
		1,001 - 2,000	\$2.34	\$250.00	\$800.00
		2,001 - 3,500	\$2.32	\$250.00	\$800.00
		3,501+	\$2.30	\$250.00	\$800.00

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EXHIBIT B
PRICE SCHEDULE

B. Electronic Monitoring Service Category: AM

Contractor: Sentinel Offender Services, LLC	Delivery: As required per Purchasing Entity
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Item	Description of Service	Cost
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.
2	System implementation, integration, configuration, UAT and Go-Live deployment	
3	Licensed Software for Users	
4	Hosted Services	
5	System Training for unlimited Users: <ul style="list-style-type: none"> Web Based and/or Virtual Training On-Site 	
6	Preventative Maintenance and Support of Hardware	
7	Surplus Hardware Allowance: 5% annual allowance for lost, damaged or stolen hardware	
8	Surplus Hardware Allowance: 15% allowance for on-Site spare hardware	
9	Optional increase of on-Site spare hardware allowance to 25%	\$0.15 per active unit per day
10	Optional increase of on-Site spare hardware allowance to 30%	\$0.20 per active unit per day
11	Optional Spot Check Smartphone Check-in and Video Call Service	\$1.15 per active unit per day
12	Optional Live Monitoring Services, 24/7/365	
12.1	Closed-loop Notification	\$0.85 per active unit per day
12.2	Escalating Notification	\$0.85 per active unit per day
12.3	Offender curfew and hardware status alert reports by fax or telephone	Included at no additional cost
12.4	Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day
12.5	Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day
12.6	Outbound calls to both Purchasing Entity User and Purchasing Entity authorized offender	\$0.50 per active unit per day
13	Optional Contractor Provided Services	
13.1	Direct Offender Billing Service	\$1.50 per active unit per day
13.2	Offender Hardware Installation and Removal Service	\$3.00 per active unit per day

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Hardware Purchase Options:						
Item	Model Description	Number of Units	Breath Alcohol/Real-Time Device, and Charger Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Breath Alcohol/Real-Time Device	Charger
1	Breath Alcohol/Real-Time Device, and Charger	1 - 50	\$825.00	\$2.05	\$600.00	\$25.00
		51 - 150	\$808.50	\$2.00	\$600.00	\$25.00
		151 - 300	\$783.75	\$1.90	\$600.00	\$25.00
		301+	\$742.50	\$1.87	\$600.00	\$25.00

Item	Model Description	Number of Units	SCRAM Remote Breath Pro, and Charger Purchase (per unit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Remote Breath Pro	Charger
2	SCRAM Remote Breath Pro, and Charger	1 - 50	\$950.00	\$2.35	\$675.00	\$25.00
		51 - 150	\$931.00	\$2.30	\$675.00	\$25.00
		151 - 300	\$902.50	\$2.25	\$675.00	\$25.00
		301+	\$855.00	\$2.20	\$675.00	\$25.00

Item	Model Description	Number of Units	SCRAM CAM Bracelet and CAM Wireless Base Station Purchase (Per Kit)	SCRAM CAM Bracelet and CAM Landline Base Station Purchase (Per Kit)	Daily Rate Per Active Unit Per Day		Replacement Cost Per Unit		
					Cellular Monitoring Service	Landline Monitoring Service	SCRAM CAM Bracelet	CAM Wireless Base Station	CAM Landline Base Station
3	SCRAM CAM Bracelet and CAM Wireless Base Station or CAM Landline Base Station	1 - 50	\$1,400.00	\$1,325.00	\$4.74	\$4.49	\$600.00	\$700.00	\$600.00
		51 - 150	\$1,372.00	\$1,298.50	\$4.69	\$4.44	\$600.00	\$700.00	\$600.00
		151 - 300	\$1,330.00	\$1,258.75	\$4.63	\$4.38	\$600.00	\$700.00	\$600.00
		301+	\$1,330.00	\$1,258.75	\$4.34	\$3.89	\$600.00	\$700.00	\$600.00

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Hardware Lease Options:					
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			Breath Alcohol/Real-Time Device, and Charger Lease and Cellular Monitoring Service	Breath Alcohol/Real-Time Device	Charger
1	Breath Alcohol/Real-Time Device, and Charger	1 - 50	\$4.05	\$600.00	\$25.00
		51 - 150	\$4.00	\$600.00	\$25.00
		151 - 300	\$3.90	\$600.00	\$25.00
		301+	\$3.87	\$600.00	\$25.00

Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			SCRAM Remote Breath Pro, Cellular Receiver and Charger Lease and Cellular Monitoring Service	Remote Breath Pro	Charger
2	SCRAM Remote Breath Pro, and Charger	1 - 50	\$4.35	\$675.00	\$25.00
		51 - 150	\$4.30	\$675.00	\$25.00
		151 - 300	\$4.25	\$675.00	\$25.00
		301+	\$4.20	\$675.00	\$25.00

Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day		Replacement Cost Per Unit		
			SCRAM CAM Bracelet and CAM Wireless Base Station Lease and Cellular Monitoring Service	SCRAM CAM Bracelet and CAM Landline Base Station Lease and Landline Monitoring Service	SCRAM CAM Bracelet	CAM Wireless Base Station	CAM Landline Base Station
3	SCRAM CAM Bracelet and CAM Wireless Base Station or CAM Landline Base Station	1 - 50	\$8.74	\$7.49	\$600.00	\$700.00	\$600.00
		51 - 150	\$8.69	\$7.44	\$600.00	\$700.00	\$600.00
		151 - 300	\$8.63	\$7.38	\$600.00	\$700.00	\$600.00
		301+	\$8.34	\$6.89	\$600.00	\$700.00	\$600.00

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C. Electronic Monitoring Service Category: GPS Satellite Monitoring

Contractor: Sentinel Offender Services, LLC	Delivery: As required per Purchasing Entity
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Item	Description of Service	Cost
1	Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year	Included at no additional cost.
2	System implementation, integration, configuration, UAT and Go-Live deployment	
3	Licensed Software for Purchasing Entity authorized Users	
4	Hosted Services	
5	System Training for unlimited Users: <ul style="list-style-type: none"> Web Based and/or Virtual Training On-Site 	
6	Preventative Maintenance and Support of Hardware	
7	Surplus Hardware Allowance: 5% annual allowance for lost, damaged or stolen hardware	Included at no additional cost.
8	Surplus Hardware Allowance: 15% allowance for on-Site spare hardware	
9	Optional offender OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program	
10	Optional victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program	
11	Optional Victim Smartphone Application	
12	Optional automated monitoring for purchased OM 500 Device	
13	Optional automated monitoring for purchased beacon	
14	Optional increase of on-Site spare hardware allowance to 25%	
15	Optional increase of on-Site spare hardware allowance to 30%	
16	Optional Spot Check Smartphone Check-in and Video Call Service	
17	Optional Live Monitoring Services, 24/7/365	
17.1	Closed-loop Notification	\$0.85 per active unit per day
17.2	Escalating Notification	\$0.85 per active unit per day
17.3	Offender curfew and hardware status alert reports by fax or telephone	Included at no additional cost
17.4	Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day
17.5	Analytics (Point Pattern Analysis, Event Detection)	\$0.35 per active unit per day
17.6	Victim Notification Services (Manual Notification)	\$1.00 per active unit per day
17.7	Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender	\$0.30 per active unit per day
17.8	Outbound calls to both Purchasing Entity User(s) and Purchasing Entity authorized offender	\$0.50 per active unit per day
18	Optional Contractor Provided Services	
18.1	Direct Offender Billing Service	\$1.50 per active unit per day
18.2	Offender Hardware Installation and Removal Service	\$3.00 per active unit per day

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Hardware Purchase Option:											
Item	Model Description	Number of Units	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets Purchase Price (Per Kit)	Optional Cut Resistant Reusable Strap	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit			
					Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
1	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets	1 - 100	\$995.00	\$39.00	\$0.90	\$0.85	\$0.87	\$550.00	\$45.00	\$25.00	\$39.00
		101 - 250	\$975.10	\$39.00	\$0.85	\$0.80	\$0.82	\$550.00	\$45.00	\$25.00	\$39.00
		251 - 500	\$945.25	\$39.00	\$0.80	\$0.75	\$0.77	\$550.00	\$45.00	\$25.00	\$39.00
		501 - 1,000	\$895.50	\$39.00	\$0.60	\$0.56	\$0.58	\$550.00	\$45.00	\$25.00	\$39.00
		1,001 - 2,000	\$845.75	\$39.00	\$0.45	\$0.41	\$0.43	\$550.00	\$45.00	\$25.00	\$39.00
		2,001 - 3,500	\$845.75	\$39.00	\$0.25	\$0.21	\$0.23	\$550.00	\$45.00	\$25.00	\$39.00
		3,501+	\$845.75	\$39.00	\$0.21	\$0.17	\$0.19	\$550.00	\$45.00	\$25.00	\$39.00

Item	Model Description	Number of Units	OM500 and Beacon Purchase Price (Per Unit)	Beacon Only Purchase Option (Per Unit)	Optional Cut Resistant Reusable Strap	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit				
						Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Beacon	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
2	OM500 and Beacon or Beacon Only	1 - 100	\$995.00	\$350.00	\$39.00	\$0.90	\$0.85	\$0.87	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		101 - 250	\$975.10	\$332.50	\$39.00	\$0.85	\$0.80	\$0.82	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		251 - 500	\$945.25	\$332.50	\$39.00	\$0.80	\$0.75	\$0.77	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		501 - 1,000	\$895.50	\$332.50	\$39.00	\$0.60	\$0.56	\$0.58	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		1,001 - 2,000	\$845.75	\$332.50	\$39.00	\$0.45	\$0.41	\$0.43	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		2,001 - 3,500	\$796.00	\$332.50	\$39.00	\$0.25	\$0.21	\$0.23	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		3,501+	\$746.25	\$332.50	\$39.00	\$0.21	\$0.17	\$0.19	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00

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Hardware Lease Option:											
Item	Model Description	Number of Units	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets Lease (Per Unit)	Optional Cut Resistant Reusable Strap for Purchase (not included in lease price)	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit			
					Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
1	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets	1 - 100	\$2.00	\$39.00	\$0.90	\$0.85	\$0.87	\$550.00	\$45.00	\$25.00	\$39.00
		101 - 250	\$2.00	\$39.00	\$0.85	\$0.80	\$0.82	\$550.00	\$45.00	\$25.00	\$39.00
		251 - 500	\$2.00	\$39.00	\$0.80	\$0.75	\$0.77	\$550.00	\$45.00	\$25.00	\$39.00
		501 - 1,000	\$2.00	\$39.00	\$0.60	\$0.56	\$0.58	\$550.00	\$45.00	\$25.00	\$39.00
		1,001 - 2,000	\$2.00	\$39.00	\$0.45	\$0.41	\$0.43	\$550.00	\$45.00	\$25.00	\$39.00
		2,001 - 3,500	\$2.00	\$39.00	\$0.25	\$0.21	\$0.23	\$550.00	\$45.00	\$25.00	\$39.00
		3,501+	\$2.00	\$39.00	\$0.21	\$0.17	\$0.19	\$550.00	\$45.00	\$25.00	\$39.00

Item	Model Description	Number of Units	OM500 and Beacon Lease (Per Unit)	Optional Cut Resistant Reusable Strap for Purchase (not included in lease price)	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit				
					Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Beacon	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
2	OM500 and Beacon or Beacon Only	1 - 100	\$2.45	\$39.00	\$0.90	\$0.85	\$0.87	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		101 - 250	\$2.45	\$39.00	\$0.85	\$0.80	\$0.82	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		251 - 500	\$2.45	\$39.00	\$0.80	\$0.75	\$0.77	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		501 - 1,000	\$2.45	\$39.00	\$0.60	\$0.56	\$0.58	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		1,001 - 2,000	\$2.45	\$39.00	\$0.45	\$0.41	\$0.43	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		2,001 - 3,500	\$2.45	\$39.00	\$0.25	\$0.21	\$0.23	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00
		3,501+	\$2.45	\$39.00	\$0.21	\$0.17	\$0.19	\$550.00	\$250.00	\$45.00	\$25.00	\$39.00

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SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

I. System Availability:

Throughout the Term and at all times in connection with its actual or required Performance under the Master Agreement and applicable PA, Contractor shall:

1. Provide System Availability (defined below) at least 99.999% of the Available-Time-per-Month as measured over the course of each calendar month, 24 hours per day, 7 days per week.

2. Calculation:

The 99.999% required System Availability (Computed % Availability) (exclusive of Excluded Unavailability, as defined below) during any calendar month of productive Purchasing Entity use is computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

“Available-Time-per-Month” is equated to 24 hours times the number of days in the month. Downtime-per-Month is equated to those minutes of Available-Time-per-Month during which the Purchasing Entity or any specific site does not have System Availability.

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.
Downtime per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

3. Definitions:

A. System Availability means the amount of time that the Hosted Services meet the System Reliability standards in I 7 below and are available and operable for access and use by Purchasing Entity and its Users in accordance with the Master Agreement.

B. Excluded Unavailability means the amount of time that (1) the System is scheduled for downtime, subject to Section I 5 below and (2) there is no System Availability due to (a) the negligent act or omission of Purchasing Entity or anyone accessing the System through Purchasing Entity or (b) a Force Majeure Event

4. Downtime-per-Month must not exceed .001% of the time in any calendar month.

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5. Scheduled Downtime:

Contractor shall notify Purchasing Entity at least 3 Business Days in advance of any scheduled downtime of the System, in whole or in part. Such scheduled downtime must (1) last no longer than 60 minutes per calendar month; (2) be pre-approved by Purchasing Entity; and (3) be scheduled on a weekend day, the specific date and time to be determined by Purchasing Entity, unless otherwise agreed to by Purchasing Entity.

Purchasing Entity acknowledges that large System Improvements, Upgrades, or Updates will take longer than the allotted 60 minutes per calendar month of cumulative downtime. The parties will mutually agree on the date and time that large System Improvements, Upgrades, or Updates will take place. Contractor will inform Purchasing Entity of the amount of time expected for such implementation. Purchasing Entity shall waive the cumulative downtime allotment for System Improvements, Updates or Upgrades on a case by case basis, provided that the parties shall agree to a substitute downtime allotment for that System Improvement, Upgrade or Update. To the extent downtime for a System Improvement, Upgrade or Update exceeds a substituted time such excess will count toward 60 minute cumulative downtime allotment.

6. System Availability Reports:

Contractor shall provide Purchasing Entity with the following reports, in electronic form, or such other form as Purchasing Entity may approve in writing:

- A.** A daily report describing the System Availability and performance of the Hosted Services during the previous 24-hour calendar day as compared to the System Availability requirement.
- B.** A weekly report describing the System Availability and performance of the Hosted Services during the previous 7 calendar days as compared to the System Availability requirement. The weekly report must be available every Monday at 10:00 am Eastern Standard Time, and must include the previous 7 calendar days (Monday through Sunday). The reportable week shall begin at 12 am Eastern Standard Time, and end midnight (12 pm) Sunday of that calendar week.
- C.** A monthly report describing the System Availability and performance of the Hosted Services during the calendar month as compared to the System Availability requirement. The monthly report must be available 10 Business Days following the last day of the previous month and must include all of the calendar days of that reportable month. The reportable month will start at 12:00 am, EST on the first day of the calendar month and end on 11:59 pm, EST of the last day of the calendar month.
- D.** A report shall also include, at minimum:
 - i.** Actual performance of the Hosted Services relative to the System Availability requirement.

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- ii. If performance of Hosted Services has failed in any respect to meet or exceed the System Availability requirement during the reporting period, a description in sufficient detail to inform Purchasing Entity of the cause of such failure, the length of the failure and the corrective actions the Contractor has taken to ensure that the System Availability requirements are fully met. Any such failure to meet the 99.999% System Availability requirement shall be subject to Section III, System Performance, Non-Compliance in this Exhibit C.
- iii. Notwithstanding the Contractor's obligation to provide System Availability reports, Contractor shall give Purchasing Entity access to the System Availability performance data which access will allow Purchasing Entity to independently generate reports utilizing search parameters acceptable to Purchasing Entity.

7. System Reliability:

The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Purchasing Entity use as configured, hosted, and installed, as applicable within the specified operating environment.

II. Redundant Hosting and Data Back Up

1. Redundant Hosting:

- A. Contractor shall simultaneously operate 2 co-located systems in geographically separate locations: (1) Primary Production mirrored (Primary System) site and (2) Secondary Disaster Recovery ("DR") site within the continental United States. The DR site shall be geographically remote from the Primary System site on which the Licensed Software and Services are hosted. The Primary System site shall include redundant servers within the Hosting Environment and one hundred (100%) percent of the System workload. In addition to the separate locations, the DR site will be a replica of the Primary System and identical in all respects to the Primary System site and able to function independently of the Primary System site.
- B. Contractor shall operate, monitor and maintain the DR site so that it is configured to replace the functionality of the Primary System site within 30 minutes of any failure of the Primary System site.
- C. In the event the Primary System site is unavailable, the DR site will support all production activity, immediately.
- D. In the event the DR site becomes unavailable, the Primary System site will continue as the primary production site without interruption and a replacement DR site must be made available within 24 hours, except for a Force Majeure Event.

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- E. Contractor shall guarantee a recovery time objective and recovery point objective of not more than 30 minutes.

2. Data Backup

Contractor shall conduct or cause to be conducted, automated daily and weekly back-ups of Confidential Information and all System data.

III. System Performance, Non-Compliance:

1. System Unavailability:

- A. Contractor shall provide System Availability as provided in Section I of this Exhibit C. For every hour or part of an hour starting with minute 1 immediately after the 30 minutes of failure to provide System Availability, Contractor shall incur a charge of \$10,000.00 until System Availability is restored. Partial hours shall be prorated to the nearest 1/2 hour. The charge imposed on Contractor under Section III 1.A of this Exhibit C will be paid by the Contractor to the Purchasing Entity within 30 days of invoicing.
- B. If Purchasing Entity terminates its Purchase Order or SOW, as applicable prior to the payment of the charge, then Contractor shall pay Purchasing Entity the amount of the service level owed for System unavailability or noncompliance within 30 days of Purchasing Entity's written notice to Contractor.

2. System Accuracy:

Contractor shall conduct an annual performance test to assess System accuracy levels. Purchasing Entity shall use the first annual performance test set and test results as the initial baseline. The test set will include all Confidential Information of a subset of one database on both the primary and secondary data center.

IV. System Training:

At a minimum, Contractor shall provide the following for each Purchasing Entity:

1. Web Based and/or Virtual Training, no additional cost:

- A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.
- B. Training materials in a digital format unless otherwise specified by Purchasing Entity.

2. On-Site Training, no additional cost:

- A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise

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instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.

- B.** Training materials in a digital format unless otherwise specified by Purchasing Entity.

3. Unlimited Access to Contractor's Online Resources, no additional cost:

Digital user manuals for Purchasing Entity and offender, as applicable and/or as requested by Purchasing Entity, including unlimited access to online resources.

V. System Maintenance and Support:

1. Maintenance:

- A.** Contractor shall provide Purchasing Entity with System maintenance and support, including, but not limited to, Upgrades, Updates, Improvements and technical support of all products and services, including ongoing unlimited telephone technical support, problem identification, escalation and resolution.
- B.** Contractor System maintenance shall also include the following:
 - i.** Maintenance of the System so that it operates in conformity with the Master Agreement and Purchasing Entity's PA.
 - ii.** Detection and correction of System errors pursuant to the Master Agreement and Purchasing Entity's PA.
 - iii.** Hardware and electronic monitoring device maintenance services including, but not limited to routine inspection of all hardware and electronic monitoring devices, as applicable, to identify replacement needs, implementation of additional hardware and electronic monitoring devices as necessary to maintain Purchasing Entity Data and proactive preventative maintenance to ensure proper operation. Offender lost or damage to electronic monitoring devices, as determined between Contractor and Purchasing Entity, to be billed in accordance with Exhibit B, Price Schedule.
 - iv.** System database maintenance, with regular database activities including daily backups, table re-organizations, database statistics, data security, data import/export functionality.
 - v.** All services necessary to maintain the 99.999% System Availability.
 - vi.** Meeting with Purchasing Entity on a monthly basis, unless otherwise specified by Purchasing Entity, to discuss Licensed Software implementation, Upgrades, Updates and Improvements, Hosted Environment, Hosted Services, System maintenance and help desk requests received, change control for hardware or software implementation, and planned and unplanned outages that occurred since the last scheduled status meeting.

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- vii. Purchasing Entity read and report access to Contractor's help desk portal, enabling Purchasing Entity to track and report on all production issues.

2. On-Going Support:

Contractor shall provide on-going support 24 hours per day, 7 days per week, 365 days per year ("24/7/365") at no additional cost, pursuant to the Maintenance and Support table below. Contractor shall monitor all nightly batch processes and provide Purchasing Entity with an immediate response, including escalation as appropriate, in the case of a failure.

Maintenance and Support Table	
Software Support	24 / 7 / 365
Unlimited Telephone Technical Support	√
One Hour Telephone Response Time	√
Remote Dial-in Analysis	√
Licensed Software Standard Release – Improvements	√
Licensed Software Supplemental Releases	√
Automatic Call Escalation	√
Licensed Software Customer Alert Bulletins	√

Hardware Support	24 / 7 / 365
On-Site Response	√
On-Site Corrective Maintenance	√
On-Site Replacement, including devices	√
Preventive Maintenance	√
Escalation Support	√
Hardware Service Reporting	√
Hardware Customer Alert Bulletins	√
Annual Diagnostic Review	√
Replacement of Backend Components as Needed	√

3. Help Desk and Service Request Support:

Contractor shall provide a toll-free telephone number and email address which Purchasing Entity can use to report technical System issues or requests for Service. The toll free telephone number will be a direct contact line to Contractor support or help desk.

Contractor help desk shall:

- A.** Provide knowledgeable and trained personnel to answer and resolve System

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support and technical problems. The help desk personnel shall be able to answer "how to" type questions about the System as well as questions about hardware, software, security and internet setting configurations.

- B.** Provide Contractor Parties dispatched by Contractor to assist with issues requiring same day, on-Site support.
- C.** Provide a Frequently Asked Questions (FAQ) list for the resolution of common issues.
- D.** Respond to the Purchasing Entity caller with a resolution or escalation strategy within 60 minutes.
- E.** If support help desk personnel are unable to reach the Purchasing Entity by telephone, the help desk personnel shall leave a voice message for the Purchasing Entity caller and indicate help desk personnel name, time called, and description of how to return the call to obtain further assistance. This voice mail will be immediately followed up by an email to both the Purchasing Entity caller and the Purchasing Entity caller's supervisor with the same information as specified in the voice mail. Help desk personnel shall continue, on a daily basis or other basis agreed upon between Purchasing Entity and Contractor, to update Purchasing Entity on the status of the help desk request.
- F.** Maintain a log of all help desk calls and document complaints, issues and requests reported to the help desk until such time as Purchasing Entity directs in writing that the Contractor may discard the reported call. The log will be made available to Purchasing Entity electronically in real-time and as part of Contractor's monthly reporting. Contractor shall deliver the monthly log to Purchasing Entity 5 Business Days prior to the monthly meeting. The log shall include, at minimum:
 - i.** Time of call;
 - ii.** Name of caller;
 - iii.** Caller's telephone number or email;
 - iv.** Description of reported issue, complaint or request;
 - v.** Indication of whether the issue was resolved at time of call;
 - vi.** Description of any escalation, investigation and resolution;
 - vii.** Assigned case number if resolution not provided during call
 - viii.** Date, time, and description of final resolution; and
 - ix.** Contractor sign-off upon resolution.

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SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

G. Contractor shall respond to any support and/or service request from Purchasing Entity within 2 hours of Purchasing Entity initial request for assistance regardless of time zone. Purchasing Entity reserves the right to enact more comprehensive response times per Purchasing Entity PA including but not limited to, required help desk support for offender service requests.

4. Escalation:

Contractor shall resolve 80% of all System issues and requests for service, other than Updates, Upgrades, or Improvements or new features, regardless of severity level, within 24 hours and 99% of severity 1 issues within 1 hour. If more than one request within the same severity level is reported to the Contractor, Purchasing Entity shall determine the priority of the requests. The severity level of a System issue shall be lowered if Contractor implements a work-around, as approved by Purchasing Entity that reduces the severity of the System issue. When responding to System issues or requests for service, Contractor shall use the severity levels defined in the following table:

Severity Level	Description	Definition	Examples, including, but not limited to the following
1	Total System Failure	Occurs when the System is not functioning and there is no workaround.	<ul style="list-style-type: none"> • Application, database, or web server down. • Central server down. • Interfaces not working. • Monitoring Services unavailable. Cannot locate an offender. • Application bug/issue stopping workflow for any/all Users.
2	Critical Failure	Critical failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around.	<ul style="list-style-type: none"> • Failover site is not available. • Reporting server is down/Users unable to create reports/Users unable to access reporting database. • Response time degraded. • Purchasing Entity User cannot access System. • Application bug/issue hindering System performance and/or real time monitoring Service.
3	Non-Critical Failure	Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	<ul style="list-style-type: none"> • Reports are formatted incorrectly.
4	Inconvenience	An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	<ul style="list-style-type: none"> • Hardware is working in a manner that causes inconvenience (for example, working slowly). • Purchasing Entity User has application or training question that does not affect daily productivity. • 'One off' error occurs infrequently and cannot be easily reproduced.
5	New features	Occur when Purchasing Entity requests a new feature to System functionality. Such new feature shall	<ul style="list-style-type: none"> • New monitoring Service features available.

MASTER AGREEMENT #: 22PSX0021
EXHIBIT C
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

		be installed by Contractor as agreed to between parties.	
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VI. Additional PA Requirements:

Due to significant variability of Purchasing Entity's needs and specific requirements, the Contractor shall comply with all additional Service Level and Maintenance and Support requirements as may be set forth in a PA or SOW, as applicable.

MASTER AGREEMENT #: 22PSX0021
EXHIBIT D
NASPO VALUEPOINT PROVISIONS

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
2. **Administrative Fees**
 - a. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
 - b. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. If agreed to in writing by the state and Contractor in the Participating Addendum, Contractor may adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
3. **NASPO ValuePoint Summary and Detailed Usage Reports**
 - a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint without amendment to this Master Agreement. NASPO ValuePoint will work with Contractor to confirm the feasibility of such updates, establish a reasonable timeframe for implementation, and document new reporting requirements in writing. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
 - b. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
 - c. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
 - d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to

MASTER AGREEMENT #: 22PSX0021
EXHIBIT D
NASPO VALUEPOINT PROVISIONS

NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint without amendment to this Master Agreement. NASPO ValuePoint will work with Contractor to confirm the feasibility of such updates, establish a reasonable timeframe for implementation, and document new crosswalk requirements in writing. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

- e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will mutually determine the format and content of the executive summary.

4. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- b. **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- c. **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- d. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- e. **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon,

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EXHIBIT D
NASPO VALUEPOINT PROVISIONS

including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

- 6. Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.
- 7. Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

**Participating Addendum
for
ELECTRONIC MONITORING PRODUCTS AND SERVICES
between
County of DuPage, Illinois
And
Sentinel Offender Services, LLC**

This Participating Addendum is entered into by DuPage County, a political subdivision of the State of Illinois ("Participating Entity") and Sentinel Offender Services, LLC, a Delaware limited liability company ("Contractor"), having its principal place of business at 1290 N. Hancock St., Suite 103, Anaheim, California 92807 (each, individually, a "Party" or, collectively, the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0021, executed by Contractor and the State of Connecticut ("Lead State") for Electronic Monitoring Products and Services ("Master Agreement")

- I. **TERM.** This Participating Addendum is effective as of the date of the last signature below or 2/01/2024 whichever is later, through 1/31/2026, with the option to extend through 12/13/2028, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. **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 Electronic Monitoring Service via NASPO ValuePoint per Procurement Ordinance OFI-005B-99 (effective December 14, 2004) and 30 ILCS 525/2 "Governmental Joint Purchasing Act."
- III. **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.
- IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates modifications or additions that apply only to actions and relationships within the Participating Entity.) Please refer to the following Attachments that are incorporated into this agreement:
 - 1) Attachment A - DuPage County Standard Terms and Conditions
 - 2) Attachment B – GPS Offender Funded Program Service Fees and Payments
 - 3) Attachment C – DuPage County Probation and Court Services GPS Electronic Monitoring Participant Contract
 - 4) Attachment D – Credit Card Payment Authorization Form
 - 5) Attachment E – Agency Pay Program and Daily Rates
 - 6) Attachment F - Sentinel Standard Operating Procedures for DuPage County Process for Collections

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.

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



- V. 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.
- VI. 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.
- VII. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|--|--|
| For Contractor: | For Participating Entity: |
| Mike Dean | Mary Catherine Wells |
| Vice President of Sales | Deputy Chief Financial Officer |
| mdean@sentineladvantage.com | marycatherine@dupageco.org |
| 800.496.4882 | 630.407.6167 |
- VIII. 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. 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.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Signature

Dennis Fuller

Printed Name

Chief Financial Officer

Title

Date

PARTICIPATING ENTITY:

Signature

Printed Name

Title

Date



Attachment A

DuPage County Standard Terms and Conditions

LAW GOVERNING:

Sentinel Offender Services, LLC. Agrees to comply with all applicable State and Federal laws.

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that all specifications, or data furnished by the County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Sentinel Offender Services, LLC. As County of DuPage confidential information, and cannot be copied, reproduced, or duplicated in any manner or disclosed to any person or party. Except as is necessary in the performance of this contract and (3) be returned upon request.

ENDORSEMENTS:

Sentinel Offender Services, LLC. shall not use the name, seal, or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

INDEMNITY:

Sentinel Offender Services, LLC. shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by Sentinel Offender Services, LLC. and its employees, or because of any act or omission, neglect or misconduct of Sentinel Offender Services, LLC., its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for Sentinel Offender Services, LLC. violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, 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. Sentinel Offender Services, LLC. shall likewise be liable for the cost, fees and expenses incurred in the County's or Sentinel Offender Services, LLC. defense of any such claims, actions, or suits.

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



Sentinel Offender Services, LLC. shall be responsible for any damages incurred because of its errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions, or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. due to indemnification or insurance.

PERFORMANCE:

Sentinel Offender Services, LLC. performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

LIENS, CLAIMS, AND ENCUMBRANCES:

Sentinel Offender Services, LLC. warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

NON-DISCRIMINATING:

Sentinel Offender Services, LLC., its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PATENTS:

Sentinel Offender Services, LLC. undertakes and agrees to defend at Sentinel Offender Services, LLC. own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents, or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Sentinel Offender Services, LLC. shall inform the County of DuPage whenever infringement will result from Sentinel Offender Services, LLC. adherence to specifications supplied by the County of DuPage or by an authorized County representative. Sentinel Offender Services, LLC. further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents, or employees therein.

TAX:

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E99974551. A copy of the exemption letter is available upon written request.

TERM OF CONTRACT AND RENEWAL & EXTENSION: If this is a Service Contract This Contract shall be effective for two years from the date of award. The contract may be subject to two (2) additional one (1) year renewal periods provided there are no changes in terms, conditions, specifications, and prices unless agreed upon by both parties and such renewals are mutually agreed to by both parties. In on event shall the term plus renewals exceed four (4) years.

TERMINATION, CANCELLATION AND DAMAGES:

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



This contract may be terminated upon agreement of both parties. The County may terminate based on Sentinel Offender Services, LLC. breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, Sentinel Offender Services, LLC. shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of Sentinel Offender Services, LLC. breach or default, the County shall have the right to purchase items or services elsewhere and to charge Sentinel Offender Services, LLC. with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages, and the cost of re-proposing. The County may offset these additional costs against any sums otherwise due to Sentinel Offender Services, LLC. under this proposal or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Sentinel Offender Services, LLC. received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve same in writing.

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



Attachment B

GPS Offender Funded Program Service Fees and Payments

Sentinel shall collect from each of the defendants and/or Probationers participating in this program at a rate of \$10.00 per day unless the DuPage County Probation and Court Services have determined the participant to be indigent. For those participants that have been determined to be indigent, the DuPage County Probation and Court Services shall list the reduced rate to be collected or list the participant as being 100% indigent.

It is agreed that once the ability to pay for services has been assessed, program participants who willfully do not pay the program fees at the time fees are due, will be subject to a supervisory meeting between Customer, its designated agent, Sentinel, and the participant to determine circumstances for non-payment. At the conclusion of any supervisory meeting, if it is determined the participant continues to have the ability to pay but continues with the willful non-payment of services for 14 days, they will be subject to revocation. If it is found the financial condition has changed, the agency will have the option to transfer the payment for services over to the agency paid program or move them to the indigent rate.

Sentinel will provide and/or make available these reports as required.

- **#1 Monthly Payment Activity Report**
- **#2 Biweekly Activity Report**

DuPage County agrees that on a quarterly basis Sentinel will provide a detailed invoice outlining the total payment and total number of monitoring days. When the aggregate daily collected rate is less than \$5.35 per client per monitoring day, DuPage County will supplement the total payments collected in the amount necessary to result in a \$5.35 daily client monitoring rate.

Indigent Provision: The costs for participants determined to be indigent will be \$0 (no cost). Sentinel will provide up to 5 slots to the county at no cost.

Termination: Should either Party determine this agreement, and the program is not meeting their expectations, either party may terminate this agreement, without cause, by giving the other Party 30 days Written Notification on their decision to exercise their Right to Terminate.

DuPage County Probation and Court Services Responsibilities:

- DuPage County Probation and Court Services will do their own installations and orientation
- DuPage County Probation and Court Services will review with the participant all program rules and the Sentinel Participant Agreement and have the participant sign their agreement and acceptance to the Participant Agreement
- DuPage County Probation and Court Services will continue to respond to their own alerts and review their own activity.
- DuPage County Probation and Court Services will continue to be responsible for retrieving and maintaining the equipment
- DuPage County Probation and Court Services will use all the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information to Sentinel's National Monitoring Center, maintaining a

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units.

- DuPage County Probation and Court Services will notify Sentinel if equipment is lost or damaged.
- DuPage County Probation and Court Services agree to maintain complete responsibility for participant selection and program management services not specifically listed below. DuPage County Probation and Court Services agrees to furnish all information to Sentinel which may reasonably be required to provide Customer with all services listed.
- DuPage County Probation and Court Services will enroll participants via secure access to website using Customer's own computer, software, and Internet connection.
- DuPage County Probation and Court Services will process all information changes via secure access to Internet website using Customer's own computer, software, and Internet connection.
- DuPage County Probation and Court Services will access monitoring reports via secure internet access to software using Customer's own computer.
- DuPage County agrees that Sentinel is authorized to bill the agency on a quarterly basis when the aggregate daily fees collected from program participants is less than \$5.35 per active participant per monitoring day. Further, at the end of the billing quarter, Sentinel will provide DuPage County with a detailed invoice outlining the total payment and total number of monitoring days.

Sentinel Responsibilities:

- Sentinel will be 100% responsible for collecting all payments from those participants placed in the Offender Funded Program.
- Sentinel will use industry proven collection techniques to ensure the successful collection of all fees owed for program services.
- Sentinel will provide monthly reports to the DuPage County Probation and Court Services that provide details on fees collected from the offender funded program.
- Sentinel will provide access to our Offender Funded Case Management Module so the DuPage County Probation and Court Services can review participant collection details online.
- Sentinel will also provide a report that will detail its efforts for collecting fees from delinquent participants.
- Sentinel will immediately advise the DuPage County Probation and Court Services on any participant's refusal to pay program fees and the DuPage County Probation and Court Services will agree to sending representatives to a supervisory meeting with the program participant in order to assist with identifying why the participant is not paying the required program fees as well as to reinforce to the participant their obligation to pay all program fees as required in the participant program agreement.
- Sentinel will provide the following reports as required.
 - #1 **Monthly** Payment Activity Report
 - #2 **Biweekly Activity Report**
- DuPage County will not pay shelf fees for equipment
- DuPage County will maintain an inventory of equipment on the shelf equal to 20% of the active equipment in use or 10 units, whichever is greater. This applies separately to GPS and RF equipment.

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



Attachment C

**DuPage County Probation and Court Services GPS Electronic Monitoring
Participant Contract**

You have been court ordered to be placed in the DuPage County Probation and Court Services GPS Electronic Monitoring Program. You have been ordered by the Court to pay all the cost of this supervision directly to Sentinel Offender Services.

On the day you begin the program, a GPS transmitter device will be fitted to your ankle. The day this equipment is issued to you is the day you become responsible for payment of services. As ordered by the court, you will be billed a **daily rate of \$10.00** for each day you remain on the program. You are also responsible for the care of the equipment while in your possession and you will be held financially responsible for any equipment that is damaged or not returned to the DuPage County Probation and Court Services Division.

You are required to submit an initial payment for this program equal to 14 days of monitoring and will be required to make a payment on your first day of enrollment in the amount of **\$140.00** via a money order or credit card (Visa, MasterCard, Discover only). If you do not have this payment at enrollment, you will be required to return **the next business day** to pay for the first 14 days of your monitoring.

PAYMENT AGREEMENT: I agree to pay Sentinel Offender Services for its electronic monitoring services at the daily rate established in this agreement of **\$10.00 per day**. I agree to provide payment to Sentinel Offender Services via credit card, debit card, or money order. In the event a requested payment amount is declined, I acknowledge and understand that Sentinel Offender Services will notify the DuPage County Probation and Court Services Division and I understand that in the event I am delinquent with my payments, one or more of the following actions will be taken by the DuPage County Probation and Court Services Division:

- Notification to the Court; a Petition Charging Violation of Probation,
- I may have my bail revoked by the Court for failing to comply with program requirements
- Sentinel Offender Services may pursue legal action in a civil court for all outstanding fees and related costs associated with program non-compliance.

I acknowledge it is my responsibility to return the monitoring equipment issued to me back to the DuPage County Probation and Court Service Division. In the event this equipment is lost, stolen or damaged beyond normal wear, I am responsible to reimburse Sentinel Offender Services at the published replacement cost of \$1,000.00 and as listed in this agreement. If I do not fulfill this responsibility, Sentinel Offender Services will file felony theft charges and/or criminal property damage charges against me.

Client Initials _____

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



FEE AGREEMENT

The daily rate as ordered by the Court to participate in the program is \$10.00 per day. This fee includes the GPS device and 24/7/365 monitoring by the National Monitoring Center. My program fees through ____ total \$ _____. (Example: \$10 per day x 90 days sentenced on program = \$900.00 total cost)

I agree to pay \$140.00 every two weeks until all program fees are paid in full. I understand that the DuPage County Probation Department will be notified if I fail to pay my fees as ordered. Failure to pay GPS fees and/or remain current with fees will result in a violation of my bond or sentence being filed with the court. I will continue to be responsible for payment of any outstanding fees incurred while I am on the DuPage County Probation and Court Services Electronic Monitoring Program.

PROGRAM EQUIPMENT

The GPS transmitter device fitted to your ankle and any other equipment given to you by the DuPage County Probation and Court Services Division is your responsibility. If the equipment is damaged, lost, not returned, or destroyed, you will be required to pay the following amounts:

GPS Tracking Device \$1,000.00

Charging Cord \$45.00

If any of the above equipment is not returned to the DuPage County Probation and Court Services Division, a felony theft report will be filed with the local law enforcement agency.

I have read and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the DuPage County Probation and Court Services Division GPS Electronic Monitoring Program.

SENTINEL OFFENDER SERVICES CONTACT INFORMATION FOR PAYMENT:

PH: 847-244-2875

**Mailing Address: 15 S. Martin Luther King Jr., Drive
 Waukegan, IL 60085**

Participant Name

Date

Participant Signature

Date

DuPage County Probation Signature

Date

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



Attachment D

CREDIT CARD PAYMENT AUTHORIZATION

DATE: ____/____/____ CLIENT ID NUM.: _____ Agency Name: _____

PARTICIPANT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____ E-MAIL: _____

AMOUNT TO BE CHARGED TO CREDIT CARD ACCOUNT:

PAYMENT INFORMATION

CARD TYPE: ☐ VISA ☐ MASTERCARD ☐ DISCOVER (select one)

CARD NUMBER: _____

EXPIRATION DATE: _____

CARD CODE: _____ (three-digit number located on the back of the credit card)

CARD HOLDERS NAME: _____

CARD HOLDERS BILLING ADDRESS:

CARD HOLDERS SIGNATURE: _____ DATE: ____/____/____

I authorize reoccurring use of this card: _____ I authorize this card to be charged with phone approval: _____

Please note that a 1.8% processing fee will accompany all transactions processed on this card.

By signing this form, the cardholder is authorizing Sentinel Offender Services, Inc. to process a payment plus a 1.8% processing fee on the Credit Card account aforementioned.

Please fax signed form back to _____ Attention: Sentinel. For additional questions please feel free to contact us at 15 S. Martin Luther King Jr., Drive, Waukegan, IL 60085, Telephone: To Be Updated upon new number

A/R Use Only:

Date Rec'd: _____ Confirmation No.: _____



Attachment E

Agency Pay Program – Should the agency elect to pay Sentinel directly for the electronic monitoring services, the daily agency pay program will be as follows:

ITEM DESCRIPTIONS FOR VICTIM NOTIFICATION PROGRAM WITH MOBILE EXCLUSION ZONES

Active GPS: \$4.50 per active day

Description of Active GPS: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 5 minutes and transmits data every three (3) minutes. Tamperers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

Victim Active GPS Device: \$3.00 per active day

Description of Victim Active GPS Device: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 5 minutes and transmits data every three (3) minutes. Tamperers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

- Insurance Plan for all available GPS equipment: \$0.35 per unit per day

Optional Advocate - Victim Smartphone App: \$2.00 per active day

- Victim Notification Services (Manual Notification): \$1.00 per active day

ITEM DESCRIPTIONS FOR STANDARD GPS & ELECTRONIC MONITORING SERVICES

Active OM500 GPS: \$2.85 per active day

Description of OM500 GPS Mode: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 15 minutes and transmits data every 10 minutes. Tamperers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

Hybrid OM500 GPS: \$2.80 per active day

Description of OM500 GPS Mode: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 15 minutes and transmits data every 30 minutes. Tamperers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

- Monitoring Center Operator Outbound Calls to both officers & participants/offenders: \$0.30 per active day
- OM500 Beacon Compatible with OM500 GPS Device: \$0.45 per active day
- Insurance Plan for all available GPS equipment: \$0.35 per unit per day

RF Patrol Cellular Monitoring: \$2.48 per active day

Description of RF Patrol Monitoring: Includes presence and absence monitoring via RF transmitter and Home Monitoring Unit that communicates via cellular network in accordance with the agency notification protocol.

- Insurance Plan for all available RF equipment: \$0.35 per unit per day



Attachment F

Sentinel Standard Operating Procedures for DuPage County Process for Collections

SCOPE

This procedure details the responsibilities of the intake and fee collections process for both Sentinel and DuPage County.

NEW CLIENT ENROLLMENT

- 1.) Every new referral must have the required paperwork provided at the time of enrollment. If the entire referral package is not provided to the Sentinel Representative on the day of enrollment, the Sentinel Representative will notify the assigned probation officer via a Status Report of what information is missing.
- 2.) On the day of enrollment, the client will be instructed to contact the Sentinel representative and make the initial payment of \$140.00. If contact does not occur, and no later than 24 business hours following enrollment, the Sentinel Representative will contact the program participant and require an initial payment of \$140.00. This payment will cover the first two weeks of program supervision.

SENTINEL RESPONSIBILITIES

- 1.) Each morning, a Sentinel Representative will compare the active caseload in the Monitoring Application with the active cases in DNA Case Management to ensure any offender added to active monitoring by DuPage has also been entered into DNA by Sentinel and had their daily invoicing initiated.
- 2.) Daily, the Sentinel Representative will contact each participant who is currently delinquent and require a payment that brings the client current, plus an amount equal to two weeks in advance
- 3) The Sentinel Representative will deliver the following message to participants when calling for payment on fees:
 - a) You have been ordered by the court to participate in a GPS monitoring program. It is your responsibility to remain current with supervision program fees. Thus, in order to remain compliant and avoid being violated, you must make a payment today in the amount of \$XXX

IF CLIENT CANNOT PAY OR CLAIMS TO BE HOMELESS

- 1.) If a client claims that he/she cannot pay for program fees or states they are homeless, a Status Report will be immediately sent to the Supervising Officer requesting that the officer instruct Sentinel as to what steps will be taken by the Department. Regardless of which option below is chosen, a Status Report will summarize the decision. Options include:
 - a. Consider the client to be indigent and count the participant as part of the indigent allotment outlined in the contract (This is only an option if the indigent allotment has not been fully fulfilled).

**Participating Addendum Number for
Electronic Monitoring Products and Services**

Between **DuPage County, IL** and
Sentinel Offender Services, LLC



- b. Confirmation that the officer will contact the client within 24 hours and require payment within 24 hours for the first two weeks of the program
 - c. Instruction from the officer to transfer the client into a county paid group that will be paid for by the county monthly at the current GPS rates paid for Juvenile participants
- 2.) If the officer is contacted and indicates the client will pay within 24 hours and no payment is received, a Non-Compliance Report (NCR) will be submitted to the Supervising Officer outlining the client's failure to comply with program requirements. The NCR will also formally request that an Administrative Hearing with the client and the court occur.
- a. Every Friday, a Financial Status Report will be provided to the DuPage Supervisors that identifies those individuals who are not in full compliance with their financial obligation.
 - b. For clients who have an arrearage amount greater than \$70.00, the Supervising Officer will be given one week to get the client into compliance
 - c. For clients who owe more than \$140.00 there shall be a corresponding Non-Compliance Report submitted to the Supervising Officer requesting either
 - removal from the program or
 - change in the classification of the client from self-pay to County-paid
- 3.) At the end of the billing quarter, Sentinel will provide DuPage County with a detailed invoice outlining the total payment and total number of monitoring days. When the aggregate daily collected rate is less than \$5.35 per client per monitoring day, DuPage County will supplement the total payments collected in the amount necessary to result in a \$5.35 daily client monitoring rate (less the 5 free units afforded to indigent participants).



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: Jan 4, 2024

Bid/Contract/PO #: 24-0283

Company Name: Sentinel Offender Services, LLC	Company Contact: Mike Dean
Contact Phone: 800-496-4882	Contact Email: mdean@sentineladvantage.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 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 Signature on file
Printed Name Dennis Fuller
Title Chief Financial Officer
Date January 5, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Judicial/Public Safety Change Order with Resolution

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

File #: JPS-CO-0001-24

Agenda Date: 1/16/2024

Agenda #: 16.D.

AMENDMENT TO PURCHASE ORDER 2846-0001 SERV
ISSUED TO JOURNAL TECHNOLOGIES, INC.,
FOR A CASE MANAGEMENT SYSTEM, FOR ADDITIONAL USERS DUE TO AN
INCREASE IN STAFFING IN THE PUBLIC DEFENDER'S OFFICE
(INCREASE CONTRACT \$38,055.01)

WHEREAS, Purchase Order 2846-0001 SERV was issued to Journal Technologies, Inc. on November 14, 2017, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend purchase order 2846-0001 SERV, to increase the contract total in the amount of \$38,055.01, for additional users due to an increase in staffing in the Public Defender's Office.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the Change Order dated January 8, 2024, increasing Contract Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., in the amount of \$38,055.01, for additional users due an increase in staffing, resulting in an amended contract total amount of \$869,612.01.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

JPS 1/16
FI+OB 1/23



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 8, 2024

MinuteTraq (IQM2) ID #: JPS-CO-0001-24

Purchase Order #: 2846-0001 SERV	Original Purchase Order Date: Nov 14, 2017	Change Order #: 6	Department: Public Defender
Vendor Name: Journal Technologies, Inc.		Vendor #: 27873	Dept Contact: Melissa Buckardt
Background and/or Reason for Change Order Request:	Increase contract by \$38,055.01 and add to Line 9 (from \$101,957.50 to \$140,012.51).		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$747,700.00
B	Net \$ change for previous Change Orders	\$83,857.00
C	Current contract amount (A + B)	\$831,557.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$38,055.01
E	New contract amount (C + D)	\$869,612.01
F	Percent of current contract value this Change Order represents (D / C)	4.58%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	16.30%
DECISION MEMO NOT REQUIRED		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input checked="" type="checkbox"/> Funding Source 1000-6300-53807	
<input type="checkbox"/> OTHER - explain below:	

MB	8303	Jan 9, 2024	JRY	8302	Jan 9, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	1/9/24	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jan 8, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Public Defender Office	Department Contact: Melissa Buckardt
Contact Email: Melissa.Buckardt@dupageco.org	Contact Phone: 630-407-8310
Vendor Name: Journal Technologies Inc	Vendor #: 27873

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase purchase order amount by \$38,055.01 by increasing line 9 item from \$101,957.50 to \$140,012.51.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Journal Technologies Inc. provides a case management system and the Public Defender's Office has increased the number of users.

Strategic Impact

Financial Planning

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

We did not anticipate the cost for additional users on the initial PO, as the increase is due to a recent staff increase.

Source Selection/Vetting Information - Describe method used to select source.

Sole Source, data is stored in system with current vendor.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Take no action and the County will lose the ability to retrieve stored data.

Approve the increase to continue the contract with Journal Technologies Inc.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Line 9 (Maintenance & Hosting FY23/24) 1000-6300-53807 from \$101,957.50 to \$140,012.51

Increase contract by \$38,055.01



Legislative Purchase Requisition

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

File #: LEG-P-0001-24

Agenda Date: 1/9/2024

Agenda #: 17.A.

AWARDING RESOLUTION TO
MCGUIREWOODS CONSULTING LLC
FOR CONSULTING SERVICES AS LOBBYISTS
(COUNTY COST: \$96,000)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of a Contract to McGuireWoods Consulting, LLC, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County's Division of Transportation, Public Works, Stormwater Management and all other County Departments and agencies for the period February 1, 2024 through January 31, 2025, for the DuPage County Board.

NOW, THEREFORE, BE IT RESOLVED that County Contract covering said, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County's Division of Transportation, Public Works and Stormwater Management, for the period February 1, 2024 through January 31, 2025, for the DuPage County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to McGuireWoods Consulting, LLC, 77 W. Wacker Drive, Suite 4300, Chicago, IL 60610, for a contract total not to exceed \$96,000.00.

Enacted and approved this 23rd day of January, 2024 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#: LEG-P-0001-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$96,000.00
COMMITTEE: LEGISLATIVE	TARGET COMMITTEE DATE: 01/09/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$96,000.00
	CURRENT TERM TOTAL COST: \$96,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: McGuireWoods Consulting, LLC	VENDOR #: 13273	DEPT: County Board	DEPT CONTACT NAME: Sheryl Markay
VENDOR CONTACT: Greg Bales	VENDOR CONTACT PHONE: 312-849-8241	DEPT CONTACT PHONE #: 630-407-6012	DEPT CONTACT EMAIL: sheryl.markay@dupagecounty.gov
VENDOR CONTACT EMAIL: gbales@mwcllc.com	VENDOR WEBSITE: www.mcguirewoods.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.). Consulting Services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch. Not to exceed \$96,000.00. \$20,000 from County Board, \$30,000 from DOT, \$30,000 from Stormwater and \$16,000 from Public Works.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To assist with the development and execution of the county's federal legislative program, to educate and inform the county's Congressional Delegation of the county's priorities and goals, to arrange meetings with lawmakers, to identify federal funding opportunities, and to provide regular updates on pending federal issues.			

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Professional Services selection
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. Selection of McGuire Woods Consulting 2. Selection of other entity 3. Selection of no entity

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: McGuireWoods Consulting, LLC	Vendor#: 13273	Dept: County Board	Division:
Attn: Greg Bales	Email: gbales@mwcllc.com	Attn: Sheryl Markay	Email: sheryl.markay@dupagecounty.gov
Address: 77 W Wacker Drive, Suite 4300	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60610	State: IL	Zip: 60187
Phone: 312-849-8241	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: McGuireWoods Consulting, LLC	Vendor#: 13273	Dept:	Division:
Attn: SAME AS ABOVE	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): Feb 1, 2024	Contract End Date (PO25): Jan 31, 2025
Contract Administrator (PO25):			

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		Consulting Services as a Lobbyist (County Board)	FY24	1000	1001	53050		16,667.00	16,667.00
2	1	EA		Consulting Services as a Lobbyist (Transportation)	FY24	1500	3500	53050		25,000.00	25,000.00
3	1	EA		Consulting Services as a Lobbyist (Stormwater)	FY24	1600	3000	53050		25,000.00	25,000.00
4	1	EA		Consulting Services as a Lobbyist (Public Works)	FY24	2000	2665	53050	16	13,333.00	13,333.00
5	1	EA		Consulting Services as a Lobbyist (County Board)	FY25	1000	1001	53050		3,333.00	3,333.00
6	1	EA		Consulting Services as a Lobbyist (Transportation)	FY25	1500	3500	53050		5,000.00	5,000.00
7	1	EA		Consulting Services as a Lobbyist (Stormwater)	FY25	1600	3000	53050		5,000.00	5,000.00
8	1	EA		Consulting Services as a Lobbyist (Public Works)	FY25	2000	2665	53050	16	2,667.00	2,667.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 96,000.00

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.
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

COUNTY OF DuPAGE, ILLINOIS

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of February, 2024, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and McGuireWoods Consulting LLC, an Contractor ("Contractor").

RECITALS

WHEREAS, the County desires that CONTRACTOR render certain services more fully described herein; and

WHEREAS, the CONTRACTOR has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services and is desirous of providing such services for the County.

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing, February 1, 2024 through January 31, 2025. ("Term"), unless terminated sooner as provided herein.
3. **Termination**
 - 3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONTRACTOR'S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
 - 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
 - 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.
4. **Scope of Services:** CONTRACTOR agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in CONTRACTOR's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
5. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of \$8,000, over the period of the contract and that shall not exceed, \$96,000.00. with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or services performed after the effective date of termination as provided herein. Consultant shall

submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify CONTRACTOR and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the CONTRACTOR for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
7. **Events of Default and Remedies.**
 - 7.1 Events of Default. Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by CONTRACTOR in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by CONTRACTOR in this Agreement; or (iii) Failure of CONTRACTOR to perform in accordance with or comply with the terms and conditions of this Agreement.
 - 7.2 Remedies. In the event CONTRACTOR defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem CONTRACTOR non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.
8. **Standards of Performance:** CONTRACTOR agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. The CONTRACTOR acknowledges and accepts a relationship of trust and confidence with the County and agree to cooperate with the County in performing Services to further the best interests of the County.
9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement, or any obligations imposed hereunder without the prior written consent of the other party.
10. **Confidentiality and Ownership of Documents.**
 - 10.1 Confidential Information. In the performance of Services, CONTRACTOR may have access to certain information that is not generally known to other ("Confidential information"). CONTRACTOR agrees not to use or disclose to any third party, except in the performance of Services, any confidential information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. CONTRACTOR shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall CONTRACTOR disseminate any information regarding Services without the prior written consent of the County. CONTRACTOR agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by CONTRACTOR under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.

- 10.2 **Ownership.** All records, reports, documents, and other materials prepared by CONTRACTOR in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in CONTRACTOR's possession, such items shall be restored or replaced at CONTRACTOR's expense. Notwithstanding any provision herein to the contrary, CONTRACTOR is permitted to retain a copy of the Confidential Information (i) to the extent and as long as required by law, regulation, administrative, court order, or record retention requirements or (ii) in compliance with its professional liability insurance policies. Any Confidential Information stored as electronic data on magnetic media due to automatic archiving and backup procedures shall be retained according to CONTRACTOR's normal record retention policies. Nothing herein prohibits CONTRACTOR from retaining copies of its work product that may rely on or incorporate, in whole or part, Confidential Information.
11. **Representations and Warranties of CONTRACTOR:** CONTRACTOR represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
- 11.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
- 11.2 **Compliance with Laws.** CONTRACTOR is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, CONTRACTOR is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.
- 11.3 **Good Standing.** CONTRACTOR is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.
- 11.4 **Authorization.** In the event CONTRACTOR is an entity other than a sole proprietorship, CONTRACTOR represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of CONTRACTOR is duly authorized by CONTRACTOR and has been made with complete and full authority to commit CONTRACTOR to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.
- 11.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to CONTRACTOR in relation to this Agreement or as an inducement for award of this Agreement.
12. **Independent Contractor:** It is understood and agreed that the relationship of CONTRACTOR to the County is and shall continue to be that of an independent contractor and neither CONTRACTOR nor any of CONTRACTOR's employees shall be entitled to receive County employee benefits. As an independent contractor, CONTRACTOR agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. CONTRACTOR agrees that neither CONTRACTOR nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County.

13. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action (collectively “Losses”) proximately caused by the negligence, gross negligence, willful misconduct or breach of this Agreement by CONTRACTOR or its employees or its subcontractors. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. As a condition of the indemnities set forth herein, the County shall provide CONTRACTOR with (i) prompt notice of any indemnifiable loss or claim, (ii) the option to assume the defense of any indemnified claim, and (iii) the right to approve or reject the settlement of any indemnified claim. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the CONTRACTOR and County shall not be deemed to have waived any rights, protections, or immunities under 745 ILCS 10/1-10 I, *et seq.* (Local Government and Governmental Employees Tort Immunity Act.) Notwithstanding the terms above, the indemnities hereunder shall not apply to the extent such Losses result from (i) CONTRACTOR’s reasonable reliance on information provided by the County, or (ii) a breach of this Agreement by the County, or (iii) the negligence or willful misconduct of the County.
14. **Insurance.**
At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:
- 14.1 **Automobile Insurance.** If Contractor will be driving a vehicle in the course of performing the Services, Contractor shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.
- 14.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Contractor carry Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation and Employer's Liability Insurance, Contractor agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Contractor or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the negligence or gross negligence of the County.
15. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.
16. **No Attorney-Client Relationship Established:** CONTRACTOR is a wholly owned subsidiary of the law firm McGuireWoods LLP (“McGuireWoods law firm”). Occasionally lawyers at the McGuireWoods law firm provide non-legal services to CONTRACTOR’s clients, but CONTRACTOR’s does not provide legal services or advice, nor does this Agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship between the McGuireWoods law firm and County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege. This Agreement does not affect the attorney-client relationship, or the privileged nature of any communications, between County and the McGuireWoods law firm pursuant to a separate engagement for legal services, whether established before or after the date of this Agreement. It is not necessary for County to engage the McGuireWoods law firm in order to obtain CONTRACTOR’s services, or vice versa.

17. Conflicts of Interest: County acknowledges that it is engaging CONTRACTOR and is not represented by the McGuireWoods law firm under this Agreement, and County consents to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect County's interests, directly or indirectly, but are unrelated to the specific representation County has asked CONTRACTOR to undertake on its behalf. Additionally, County consents to CONTRACTOR's representation of other persons and entities on matters unrelated to the specific representation County has asked CONTRACTOR's to undertake on County's behalf under this Agreement and that may adversely affect County's interests, directly or indirectly.

IF TO THE COUNTY:

Sheryl Markay
DuPage County Board Office
421 North County Farm Road
Wheaton, IL 60187

COPY TO: Mary Catherine Wells, Acting Procurement Officer
DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

COPY TO: Assistant State's Attorney – Conor P. McCarthy (Civil Bureau)
Office of DuPage County State's Attorney Robert B. Berlin William J.
Bauer Judicial Office Facility - Annex
503 North County Farm Road
Wheaton, Illinois 60187

COUNTY OF DuPAGE, ILLINOIS

IF TO CONTRACTOR:

Greg Bales
McGuireWoods Consulting LLC
77 W Wacker Drive, Suite 4300
Chicago, IL 60610

18. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.
19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
20. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
21. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.
22. **Subcontractors:** The County and Contractor agree that, from time to time, Contractor may need to provide specific representational services using a subcontractor with specialized knowledge and skills. Where Contractor engages a subcontractor, Contractor shall obtain a completed vendor ethics form from the subcontractor and shall tender the vendor ethics form to the County within 30 days of receipt of the subcontractor vendor ethics form.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____
MARY CATHERINE WELLS
ACTING CHIEF PROCUREMENT OFFICER

By: _____
GREG BALES
SENIOR VICE PRESIDENT

DATE

12/20/23

DATE

COUNTY OF DuPAGE, ILLINOIS

EXHIBIT A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name		Contract Date	
County's Project Manager	Sheryl Markay	Contractor's Project Manager	Greg Bales

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution

1. **DESCRIPTION OF CONTRACTOR'S WORK**

Consulting Services as a lobbyist representing DuPage County before the United States Congress and federal executive branch agencies.

2. **MILESTONE/DELIVERABLE INFORMATION:**

Will provide regular updates and reports as directed to the County Board Chair, Chair of the Legislative & Committee and the County Board.

McGuireWoods



Gregory M. Bales

SVP, State Gov. Relations &
Federal Public Affairs,
McGuireWoods Consulting LLC

T +1 312 849 8241

F +1 312 558 4371

77 West Wacker Drive
Suite 4100
Chicago, IL 60601-1818

gbales@mwcllc.com

PRACTICES

- Public Affairs

Before joining the firm, Greg Bales worked for U.S. Senate Majority Whip Richard J. Durbin for more than a decade, serving as senior advisor in the Senator's government office as well as his campaign manager for his 2020 reelection. During his time with the Senator, he oversaw special projects throughout Illinois, and worked as a liaison to elected officials, businesses, community organizations, and other constituencies across the state.

Prior to joining Senator Durbin's staff, Greg worked as a policy advisor for the Illinois Department of Transportation. He was a staffer for former Illinois Congresswoman Debbie Halvorson, and he has worked on numerous political campaigns in California, Illinois, and Indiana. Before managing Senator Durbin's recent reelection, Greg took leave to elect Illinois Congressman Sean Casten to his first term in 2018, and served as Illinois state director for Secretary Hillary Clinton's 2016 Presidential campaign.

Greg's relationships span across the state, including the Illinois Congressional delegation, the Illinois General Assembly, City of Chicago, Cook County government, and in numerous municipalities and local units of government. Greg has concentrated on infrastructure funding, economic development, and earmarks. He has worked with Illinois General Assembly leadership on legislative language to ensure millions of dollars in federal funding for election security were allocated to cybersecurity; managed multi-million-dollar campaign budgets; pitched stories and gone on the record with the media; and lobbied for state funding for public transit.

EDUCATION

- Indiana University, BA, Political Science, 2007

EVENTS

- Speaker, "Election Security," Chicago Council on Global Affairs, January 17, 2018

The McGuireWoods website provides information of general interest to the public. The website does not offer legal advice about specific situations or problems. You should consult a McGuireWoods lawyer if you have legal issues requiring attention. Nothing on this site creates an express or implied contract. McGuireWoods does not intend to create an attorney-client relationship by inviting you to contact us. Unless and until we and you agree that we will represent you, we will not have any duties to you, including any duty to keep what you send us confidential or any duty to protect your interests. This means that nothing you send us will be kept confidential, unless we mutually agree that we will keep it confidential. Past legal successes described on this website are not indicators of future results. The outcome of particular legal matters is dependent upon the facts and law applicable to the matters. Contents © 2024 McGuireWoods LLP.



Required Vendor Ethics Disclosure Statement

Date: 12/20/23

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #:

Company Name:	McGuireWoods Consulting LLC	CompanyContact:	Greg Bales
Contact Phone:	219-201-3923 [REDACTED]	Contact Email:	gbales@mwcllc.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 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
Greg Bales	219-201-3923	gbales@mwcllc.com

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:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

[REDACTED]

Printed Name

Greg Bales

Title

Senior Vice President

Date

12/20/23

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



Technology Resolution

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

File #: TE-R-0001-24

Agenda Date: 1/16/2024

Agenda #: 20.A.

RESOLUTION APPROVING TERMINATION OF AN AGREEMENT WITH THE VILLAGE OF LISLE FOR GIS SERVICES

WHEREAS, in 2018, the DuPage County Board approved TE-R-0056-18, authorizing the County of DuPage to enter into an intergovernmental agreement with the Village of Lisle to provide various GIS services to the Village; and

WHEREAS, from time to time, the County and the Village have amended the fees and costs associated with this intergovernmental agreement; and

WHEREAS, the intergovernmental agreement between the County of DuPage and the Village of Lisle requires 30 days written notice to terminate; and

WHEREAS, the County of DuPage no longer has the employee resources available to support the projects of the Village of Lisle as those employee resources are required to complete various projects for County departments and entities.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board hereby provides notice of its intent to terminate the Intergovernmental Agreement between the County of DuPage and the Village of Lisle for provision of GIS services; and

BE IT FURTHER RESOLVED, that the DuPage County Clerk is directed to mail a certified copy of this resolution to the Village of Lisle, Attn: Mayor Christopher Pecak, c/o Village Clerk, 925 Burlington Avenue, Lisle, IL 60532.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Technology Resolution

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

File #: TE-R-0002-24

Agenda Date: 2/6/2024

Agenda #: 20.B.

APPROVAL OF AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT AND
THE COUNTY OF DU PAGE FOR
SHARED GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SERVICES

WHEREAS, on May 8, 2018, the DuPage County Board approved TE-R-0180-18, which authorized the execution of an intergovernmental agreement (IGA) between the Lisle-Woodridge Fire Protection District ("District") and the County of DuPage ("County"); and

WHEREAS, the County and the District wish to amend the IGA to include certain share service information contained in a proposed scope of work, but which is not included under the 2018 IGA; and

WHEREAS, the County wishes to amend the IGA in such a fashion as to provide discretion to provide additional services, on an as needed basis, in the future; and

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board accepts and approves the amended Intergovernmental Agreement attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED, that the DuPage County Chair is authorized and directed to execute the amended Intergovernmental Agreement attached hereto as Exhibit A on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to transmit certified copies of this resolution and the attached IGA to the Lisle-Woodridge Fire Protection District, Attn: Chief Krestan, 1005 School Street, Lisle, IL 60532.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Memo

To: Chief Keith Krestan (Lisle-Woodridge Fire Protection District)
Battalion Chief Tim Broniewicz (Lisle-Woodridge Fire Protection District)

From: Tom Ricker (DuPage County GIS)

Date: January 10, 2024

Re: Scope of Work, Time & Pricing for GIS Shared Services

Please find below the project summary and scope of work along with time and pricing we discussed concerning the GIS shared services.

GIS Application & Support Services:

The Lisle-Woodridge Fire Protection District (LWFPD) has asked that DuPage County GIS provide pricing for GIS shared services. These services are to create various ArcGIS Online hosted feature layers. These GIS spatial data layers are for support and use within their upcoming district risk assessment report. Some of the layers are as follows:

- District Demographics
 - Male-Female
 - Median Age
 - Marriage Status
 - Median Household Income
 - Level of Education
 - Languages (English/ All Other)
 - Age Group Population
- School Locations
- Critical Infrastructure
- Transportation
 - Roads
 - Rails
- Zoning
 - Lisle
 - Woodridge
 - County (Unincorporated)

- Water Hydrant Locations
 - Lisle
 - Woodridge
 - County (Unincorporated)
 - IAW (Illinois American Water)
- Dive Times
 - 1-8 Minutes
 - 4 Minute Coverage Area
 - 8 Minute Coverage Area
- Incidents
 - Point Locations
 - Hot Spots
- First In
 - Primary Station
 - Secondary Station

The time for the creation of these hosted feature layers will be billed by the hour and will not exceed 40 hours. If additional hours are necessary for extra layer creation, the County GIS Division will notify and request approval from the Lisle-Woodridge Fire Protection District prior to the work being done.

Hours and Reimbursement Charges:

DATE	STAFF	DESCRIPTION	HOURS	RATE	AMOUNT
1/3/2023	Kevin Piraino	Create Hosted Feature Layers for District Risk Assessment*	40	\$ 70.81	\$ 2,832.38
					0
					0
		TOTAL	40		\$ 2,832.38
		* Reoccurring Service (Hourly Rate Could be Scheduled for Change)			

The above rate is based on a specific County GIS staff hourly rate and could be subject to change. If changes in the hourly rate occur, DuPage GIS will notify the Lisle-Woodridge Fire Protections District prior to the change.



File #: DT-R-0005-24

Agenda Date: 1/16/2024

Agenda #: 21.A.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF HANOVER PARK
2023 ROAD PAVEMENT MAINTENANCE-(NORTH) PROGRAM
SECTION 23-PVMTC-19-GM
(COUNTY TO BE REIMBURSED \$4,133.00)

WHEREAS, the County of DuPage (hereinafter COUNTY) and the Village of Hanover Park (hereinafter VILLAGE) are public agencies within the meaning of 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 the Counties Code, 55 ILCS 5/5-1001 *et seq.*, and the VILLAGE by virtue of its power set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has awarded a contract for the 2023 Pavement Maintenance (North) Program, (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Army Trail Road will be resurfaced from County Farm Road to 84th Court; and

WHEREAS, the VILLAGE has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along Army Trail Road within the VILLAGE, (hereinafter referred to as "WORK"); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the VILLAGE related to the WORK; and

NOW, THEREFORE, BE IT RESOLVED that the Chair is hereby authorized and directed to execute the attached Agreement, on behalf of the COUNTY and the DuPage County Clerk is authorized to attest thereto; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF HANOVER PARK
2023 PAVEMENT MAINTENANCE – NORTH REGION
SECTION NO. 23-PVMTC-19-GM**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Hanover Park (hereinafter referred to as the "VILLAGE"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 2121 W. Lake Street, Hanover Park, Illinois 60133. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will construct the 2023 Pavement Maintenance North Program, Section No. 23-PVMTC-19-GM (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Army Trail Road, will be resurfaced from County Farm Road to 84th Court (hereinafter "PROJECT ROAD"); and

WHEREAS, the VILLAGE has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along PROJECT ROAD within the VILLAGE as part of the PROJECT; and

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

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties' mutual costs and maintenance responsibilities with respect to the PROJECT; 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 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; 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 (5 ILCS 220/1 et seq.).

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

- 1.1. All recitals set forth above are incorporated herein and made 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.

2.0 SCOPE OF PROJECT

- 2.1 The COUNTY and VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2 The COUNTY and VILLAGE agree that the scope of the PROJECT includes milling, patching and resurfacing PROJECT ROAD within the project limits including certain side streets, curb and gutter repairs, striping, and other appurtenant work.
- 2.3 The VILLAGE has requested that the COUNTY extend the resurfacing beyond the right-of-way to the following side street (hereinafter "WORK").

The side street to be resurfaced and distances from PROJECT ROAD edge of pavement are as follows:

- Clipper Drive 65 Ft South

- 2.4 The COUNTY has reviewed the VILLAGE's request and concurs with adding the WORK to the PROJECT subject to the terms and conditions noted.

3.0 RESPONSIBILITIES OF THE COUNTY

- 3.1. The COUNTY and VILLAGE agree that the COUNTY shall act as the lead agency and administer the contract for the construction of the PROJECT. The COUNTY agrees to manage the PROJECT in the best interest of both parties and keep advised officials of the VILLAGE regarding the progress of the PROJECT and any problems encountered or changes recommended.

4.0 RESPONSIBILITIES OF THE VILLAGE

- 4.1 The VILLAGE will be responsible for payment of the resurfacing beyond COUNTY Right-of-Way as stated in 2.3 above and the VILLAGE's estimated cost of the WORK is approximately \$4,133.00. A Funding Table is attached hereto as "Exhibit A" and is incorporated herein.
- 4.2 The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the VILLAGE property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 4.3 The VILLAGE shall agree to waive all local permit fees, if applicable for the PROJECT.
- 4.4 The VILLAGE agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for resurfacing and the actual costs for the WORK.
- 4.5 The VILLAGE agrees to pay the COUNTY eighty percent (80%) of the estimated WORK cost upon award of the contract for the WORK based upon as-bid unit prices. Upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

5.0 MAINTENANCE

- 5.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address construction responsibilities of the PROJECT ROAD and WORK and no changes to existing right-of-way and appurtenance maintenance responsibilities and/or jurisdiction, are intended or made in this AGREEMENT.

6.0 GENERAL

- 6.1 Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

- 6.2 In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the Village Engineer shall meet and resolve the issue.
- 6.3 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 6.4 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 6.5 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

7.0 INDEMNIFICATION

- 7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, 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 COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 7.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through the VILLAGE, or in the event of change in the laws of the State of Illinois governing the COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall

not affect the validity and enforceability of the remainder of this AGREEMENT or the parties' rights and obligations provided fortherein.

7.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 VILLAGE's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE's or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing the VILLAGE's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

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, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55ILCS 5/3-9008. 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.

7.4 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available tort, or to the other party, under the law.

7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the VILLAGE's and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the WORK is completed and the VILLAGE and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Hanover Park/Public Works

2041 W. Lake Street
Hanover Park, IL 60133
ATTN: Jonathan Stelle
Village Engineer
Phone: 630.823.5650
Email: JStelle@hpil.org

County of DuPage Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630-407-6900
Email: Christopher.snyder@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum 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.

14.0 SEVERABILITY

14.1. 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.

15.0 FORCE MAJEURE

15.1. Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

(Signature page following)

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF HANOVER PARK

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Rodney Craig
Village President

ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek, County Clerk

Signature

Kristy Merrill

Print Name

Village Clerk

Title



EXHIBIT A

VILLAGE of HANOVER PARK
Resurfacing past County Right-of-Ways
Cost Estimate

HANOVER PARK SIDE STREET QUANTITIES					
PAY ITEM	UNIT	CLIPPER DRIVE 65 Ft South	TOTAL QUANTITY	UNIT PRICE	COST
BITUMINOUS MATERIALS (TACK COAT)	POUND	142	142	\$ 0.25	\$ 36.00
POLYMERIZED LEVELING BINDER MACHINE METHOD IL- 4.75 N50	TON	9	9	\$ 115.00	\$ 1,035.00
HMA SURFACE COURSE, MIX "D", N70	TON	21	21	\$ 100.00	\$ 2,100.00
HMA SURFACE REMOVAL 2.5"	SQ YD	210	210	\$ 3.50	\$ 735.00
THERMOPLASTIC PAVEMENT MARKING – LINE 6"	FOOT	43	43	\$ 1.00	\$ 43.00
THERMOPLASTIC PAVEMENT MARKING – LINE 24"	FOOT	30	30	\$ 4.00	\$ 120.00
THERMOPLASTIC PAVEMENT MARKING – LETTERS & SYMBOLS	SQ FT	16	16	\$ 4.00	\$ 64.00
				ESTIMATED TOTAL COST:	\$ 4,133.00



File #: DT-R-0006-24

Agenda Date: 1/16/2024

Agenda #: 21.B.

JOINT FUNDING AGREEMENT FOR CONSTRUCTION WORK
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CH 21/GENEVA ROAD
OVER THE WEST BRANCH OF THE DU PAGE RIVER
SECTION 18-00206-10-BR
(ESTIMATED COUNTY COST \$1,552,107.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the State of Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic and to ensure the safety of the motoring public desire to improve CH 21/Geneva Road over the West Branch of the DuPage River, Section 18-00206-10-BR (hereinafter referred to as the IMPROVEMENT); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to construct the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of the State of Illinois and to the residents of DuPage County; and

WHEREAS, a Joint Funding Agreement for Construction Work for Federal Participation, (hereinafter referred to as AGREEMENT) has been prepared and attached hereto, which outlines the financial participation of the parties related to construction of the IMPROVEMENT; and

WHEREAS, the COUNTY will be the lead agency for construction engineering and will enter into a separate agreement for said construction engineering services, subject to reimbursement from the STATE as outlined in the attached agreement; and

WHEREAS, the STATE will be the awarding authority for the construction of the improvement, with an estimated total cost of construction of \$7,618,107.00, of which up to \$6,066,000.00 to be funded by the STATE, resulting in an estimated cost to the COUNTY of \$1,552,107.00; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the construction cost of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached Agreement on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax (bond) funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
DuPage County		DuPage	18-00206-10-BR
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-BR		CMAQ	08-19-0004

Construction

State Job Number	Project Number
C-91-312-19	T7SU(571)

☒ State-Let Construction ☐ Locally Let Construction ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Geneva Road (CH 21)	FAU 1397	0.22	From	To
			0.00	0.01

Location Termini

Over West Branch DuPage River

Current Jurisdiction	Existing Structure Number(s)	Add Location
DuPage County	022-3001	Remove

PROJECT DESCRIPTION

Construction and CE - Geneva Road Bridge replacement
--

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or 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; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature

Date

--	--

The above signature certifies the agency's TIN number is
366006551 conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Yangsung Kim, Chief Counsel

Date

--	--

Vicki Wilson, Chief Fiscal Officer

Date

--	--

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.

Project Location Map

Geneva Road Bridge over West Branch of the DuPage River



ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
DuPage County	DuPage	18-00206-10-BR	C-91-312-19	T7SU(571)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STP-Br	\$2,752,000.00	*				Local	\$723,607.00	*	\$3,475,607.00
Construction Engineering	STP-Br	\$560,000.00	*				Local	\$303,321.00	*	\$863,321.00
Participating Construction	ISBP	\$3,314,000.00	*				Local	\$828,500.00	*	\$4,142,500.00
Total		\$6,626,000.00		Total			Total		\$1,855,428.00	\$8,481,428.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STP-BR) participation 80% of construction engineering (not to exceed \$560,000.00) and 80% of construction (not to exceed \$2,752,000.00) and IMBP (ISBP) Funds for Construction (not to exceed \$3,314,000.00).

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

01/10/2024

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

DATE

PL	COMPANY	VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
		10604		11/30/2030	11/30/2031	Wheaton, IL	
FY-ACCT UNIT-ACCT CODE-ACT CODE	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION	
FY24-1500-3550-54050	-	GENEVA RD BR WB		Geneva Road bridge replacement over the west branch of the		375,000.00	
FY25-1500-3550-54050	-	GENEVA RD BR WB		DuPage River		750,000.00	
FY26-1500-3550-54050	-	GENEVA RD BR WB		Section 18-00206-10-BR		427,107.00	
						TOTAL	\$1,552,107.00

gls

VENDOR

Treasurer State of Illinois, Illinois Department of Transportation, Room 322 Harry R. Hanley Bldg, 2300 S. Dirksen Parkway, Springfield, IL 62764

COMMITTEE APPROVAL

DATE

Transportation

01/16/24

County Board

01/23/24

DOT TO ISSUE FORMAL NTP UPON APPROVAL

DO NOT SEND PO

HEADER COMMENTS

***DOT-IDOT 18-00206-10-BR ***

Signature on File

DEPARTMENT APPROVAL

DATE

1/10/2024

FORM PR770 REV, 1193



Transportation Resolution

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

File #: DT-R-0007-24

Agenda Date: 1/16/2024

Agenda #: 21.C.

AGREEMENT BETWEEN DUPAGE COUNTY AND
LIBERTYVILLE TOWNSHIP FOR THE PURCHASE OF
WETLAND MITIGATION BANK CREDITS
(COUNTY COST \$28,470.00)

WHEREAS, the County of DuPage ("County") under authority granted by the Illinois General Assembly, (55 ILCS 5/5-1062 *et seq.* and 5/5-15001, *et seq.*), is authorized to acquire land, construct improvements and enter into contracts for the purpose of construction, repair, and maintenance of County and/or township roads, bridges and appurtenances; and

WHEREAS, pursuant to the above authority, the County, through the Division of Transportation, is proposing to improve the Geneva Road Bridge Over the West Branch DuPage River ("Project"); and

WHEREAS, due to the Project, 0.146 acres of wetlands will be impacted, requiring 0.219 acres of wetland mitigation; and

WHEREAS, in order for the Project to begin the County will need to obtain a permit from the United States Army Corps of Engineers ("USACE"); and

WHEREAS, USACE requires, as a condition of issuing its permit, that the County provide for the mitigation of impacted wetlands; and

WHEREAS, the County had identified the Donnelley Prairies and Oaks Wetland Mitigation Bank ("Bank") as the USACOE- certified wetland bank closest to the Project; and

WHEREAS, the County will purchase 0.219 acres of wetland mitigation credits from the Bank's owner/operator, Libertyville Township, in the amount of Twenty-Eight Thousand Four Hundred Seventy Dollars and No Cents (\$28,470.00), in accordance with the terms of the Agreement attached hereto.

NOW, THEREFORE BE IT RESOLVED that the County Board hereby approves and accepts the attached Agreement with Libertyville Township, providing for the County's purchase of 0.219 acres of wetland mitigation credits from the Bank.

NOW, THEREFORE BE IT RESOLVED that the County Board hereby approves and accepts the attached Agreement with Libertyville Township, providing for the County's purchase of 0.219 acres of wetland mitigation credits from the Bank, in an amount of Twenty-Eight Thousand Four Hundred Seventy Dollars and No Cents (\$28,470.00); and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized to sign and execute the attached Agreement on behalf of the County, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and the Agreement be sent to the Libertyville Township, 359 Merrill Court, Libertyville, Illinois 60048, by and through the Division of Transportation.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

12/29/2023

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						43311		11/30/2024				Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
FY24-1500-3500-53830						Purchase of Wetland Mitigation Banking Credits for the Geneva Road						28,470.00	
						Bridge over the West Branch DuPage River Project							
											TOTAL	\$28,470.00	

REMIT TO:

Libertyville Township, 359 Merrill Court, Libertyville, IL 60048

COMMITTEE APPROVAL

DATE

Transportation

01/16/23

County Board

01/23/23

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

***DOT-GENEVA RD CREDITS ***

Signature on File

DEPARTMENT APPROVAL

DATE

FORM PR770 REV. 1193



359 Merrill Court, Libertyville, IL 60048

**Compensatory Wetland Mitigation Credit Purchase Agreement
Donnelley Prairies and Oaks Wetland Mitigation Bank
Libertyville Township, Lake County, Illinois**

THIS COMPENSATORY WETLAND MITIGATION CREDIT PURCHASE AGREEMENT ("Agreement") is made as of this 19th day of December, 2023, by and between Libertyville Township, a local unit of government in Illinois ("Seller") and County of DuPage-Division of Transportation ("Buyer").

WHEREAS, the Chicago District of the United States Army Corps of Engineers (hereinafter "USACE"), United States Environmental Protection Agency, and United States Fish and Wildlife Service (hereinafter collectively "Federal Regulatory Agencies") have signed the 2017 Interagency Coordination Agreement on Wetland Mitigation Banking within the Regulatory Boundaries of the Chicago District, Corps of Engineers (hereinafter "ICA") providing for the issuance of permits in northeast Illinois to establish wetland mitigation banks to mitigate for the unavoidable filling, flooding, excavating or draining of specific waters of the United States; and

WHEREAS, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the ICA and the Department of the Army permit issued in connection with said ICA, USACOE Permit No. LRC-2020-179 (hereinafter "Bank Permit"); and

WHEREAS, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the Lake County Watershed Development Ordinance and has received a permit (067302-2023); and

WHEREAS, Buyer requires a permit from the USACE for the Geneva Road bridge over the West Branch DuPage River project which will result in impacts to 0.146 acres of wetland which requires the purchase of 0.219 acres of compensatory wetland mitigation credits (hereinafter "Credits");

WHEREAS, Buyer desires to commit to the purchase 0.219 acres of Credits from the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutually binding covenants of the parties, it is agreed as follows:



359 Merrill Court, Libertyville, IL 60048

1. Seller has constructed and will monitor the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of the ICA and Bank Permit.
2. Seller agrees to sell and Buyer agrees to purchase Credits as follows:
 - a) Price Per Credit: \$130,000.00
 - b) Acres Impacted 0.146
 - c) Mitigation Ratio: 1.5 to 1
 - d) Total Credits Purchased 0.219
 - e) Total Purchase Price \$28,470
 - f) Agency Permits USACE LRC-2019-0875
 - g) Mitigation Bank: Donnelley Prairies and Oaks Wetland Mitigation Bank
3. Buyer shall deposit with Libertyville Township, the sum of 20 % of the Total Purchase Price upon the execution of this Agreement, as earnest money pursuant to the terms of this Agreement.
4. Buyer agrees to supply such additional information as requested by Regulatory Agencies as may be necessary for the prompt and expeditious processing of Buyer's application for filling/dischARGE of dredge material and/or impairment of existing wetlands and mitigation of such activity through the purchase of the Credits. Payment of the purchase price, less the deposit set forth above, shall be due and owing upon notice from USACE that USACE has authorized Buyer's proposed activity in compliance with the terms of the ICA (hereinafter "USACE Approval Notice").
5. By execution of this Agreement, Seller and Buyer agree to comply with all rules and regulations of the Regulatory Agencies in connection with the Credits purchased pursuant to this Agreement including, but not limited to, the rules and regulations of the Nationwide Permit Program as promulgated by the USACE. In addition, Buyer agrees to allow the Regulatory Agencies as may have jurisdiction, including USACE or its authorized representative to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed under the authority granted to Buyer is in accordance with the terms and conditions of Regulatory Agency, including USACE rules,



359 Merrill Court, Libertyville, IL 60048

regulations and requirements. These obligations shall survive the closing and transfer of Credits.

6. If within 90 days of the deposit, the Buyer has not paid the purchase price to Seller, at any time thereafter either party may terminate this agreement by written notice to the other party. The Agreement may be extended upon approval of both parties.
7. By execution of the Agreement, Seller and Buyer agree to comply with all rules and regulations of the regulatory agencies in connection with the Credits purchased pursuant to this Agreement.
8. The rights of Buyer under this Agreement shall not be assigned, conveyed, transferred, pledged, encumbered or in any way restricted without consent of Seller.
9. All notices to the parties pursuant to this Agreement shall be personally delivered, sent by facsimile transmission, or sent by certified mail, return receipt requested, to the following addresses:

If to Seller: Libertyville Township
359 Merrill Court
Libertyville, Illinois 60048
Attention: Ms. Kathleen O'Connor
Phone: 847-816-6800
Email: KOConnor@Libertyvilletownship.us

With Copy to: Hey and Associates, Inc.
26575 W. Commerce Drive, Suite 601
Volo, Illinois 60073
Attention: Mr. Jeffrey Mengler
Phone: 815-451-8352
Email: jmengler@heyassoc.com

If to Buyer: County of DuPage, Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mr. William Eidson, PE, County Engineer
Phone: 630-407-6900
Email: William.eidson@dupagecounty.gov



359 Merrill Court, Libertyville, IL 60048

With Copy to: Patrick Engineering Inc.
55 E. Monroe Street, Suite 3450
Chicago, Illinois 60603
Attention: Ms. Sophia Ahmed, PE
Phone: 312-201-7908
Email: sahmed@patrickco.com

If any such notice is given by personal delivery, said notice shall be effective upon the date of delivery. If any such notice is sent by facsimile transmission, said notice shall be effective as of the first business day following proper transmission of said notice. If any such notice is sent by certified mail, said notice shall be effective on the third business day following the date of mailing. The parties may change the address to which notices are to be sent under this Agreement by written notice to the other party.

10. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, representatives and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the day and year first written above.

SELLER:

BUYER:

Libertyville Township

County of DuPage, Division of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



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: Libertyville Township	Company Contact: Kathleen O'Connor
Contact Phone: 847-816-6800	Contact Email: KOConnor@LibertyvilleTownship.us

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/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Kathleen M. O'Connor

Title

Supervisor

Date

12.22.2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



File #: DT-P-0003-24

Agenda Date: 1/16/2024

Agenda #: 21.D.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND ALFRED BENESCH & COMPANY
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
GENEVA ROAD BRIDGE OVER THE WEST BRANCH DUPAGE RIVER
SECTION 18-00206-10-BR
(CONTRACT TOTAL NOT TO EXCEED \$863,321.00;
COUNTY TO BE REIMBURSED UP TO \$560,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as 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.*) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Construction Engineering Services for improvements at Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR; and

WHEREAS, Alfred Benesch & Company (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed \$863,321.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, for a contract period of January 23, 2024 through November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Alfred Benesch & Company be hereby accepted and approved for a contract total not to exceed \$863,321.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached Agreement on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax (bond) funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

BE IT FURTHER RESOLVED, that seven (7) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal CE	Agreement Type Original
--	-----------------------------	----------------------------

LOCAL PUBLIC AGENCY

Local Public Agency DuPage County	County DuPage	Section Number 18-00206-10-BR	Job Number C-91-312-19
Project Number T7SU(571)	Contact Name William C. Eidson, PE	Phone Number (630) 407-6900	Email william.eidson@dupagecounty.gov

SECTION PROVISIONS

Local Street/Road Name Geneva Road	Key Route FAU 1397 (CH 21)	Length 0.22 mi	Structure Number 022-3093
Location Termini over West Branch DuPage River			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description Geneva Road over West DuPage River bridge replacement
--

Engineering Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Alfred Benesch & Company	Contact Name David Cuthbertson	Phone Number (773) 908-7546	Email dcuthbertson@benesch.com
Address 35 West Wacker Drive, Suite 3300	City Chicago	State IL	Zip Code 60601

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☒ BC 775 and BC 776

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Alfred Benesch & Company	36-2407363	\$808,670.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Material Solutions Laboratory		\$54,651.00
Subconsultant Total		\$54,651.00
Prime Consultant Total		\$808,670.00
Total for all work		\$863,321.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
County

 of

Local Public Agency
DuPage County

By (Signature & Date)

By (Signature & Date)

Local Public Agency
DuPage County

Local Public Agency Type
County

 Clerk

Title
Chair, DuPage County Board

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Alfred Benesch & Company

By (Signature & Date)

Title

By (Signature & Date)

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits.
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

CONSTRUCTION PHASE

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that IDOT's CMMS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor's Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
10. Prepare and maintain project files in accordance with IDOT's Documentation of Contract Quantities procedures and Construction Inspector's Checklist for Contract Administration.
11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT's Documentation of Contract Quantities standards.
12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.
13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.
14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.
15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.
16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of an issues regarding the public that

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

cannot be resolved to the satisfaction of all parties in the field.

17. Schedule final inspection with Contractor and DuPage County

18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the municipality.

POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements
6. Prepare and submit record drawings to DuPage County.

STAFFING AND EQUIPMENT

Benesch will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and person safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR 05514.

1. Project Manager
2. Resident Engineer
3. Construction Inspector
4. Surveyor
5. Materials Testing Technician

ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversight of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. Construction layout staking is not included in the scope of work. According to the contract, the Contractor will provide their own layout staking. Benesch will spot check Contractor layout to verify accuracy.
3. is not responsible for Contractor means, methods or schedules. However, Benesch will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.
4. is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

**EXHIBIT B
PROJECT SCHEDULE**

Anticipated IDOT letting 03/08/2024
 Anticipated construction contract award 03/2024
 Construction contract execution 03/2024
 Anticipated pre-construction meeting 04/2024
 Anticipated start of construction 05/2024
 Anticipated completion date 11/2025

Phase III (Construction Engineering) Scope of Services

Project Name: **Geneva Road Bridge Reconstruction**
Section No.: **18-00206-10-BR**
Project No.: **T7SU(571)**
IDOT Contract No.: **61J30**

PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits.
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

CONSTRUCTION PHASE

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that IDOT's CMMS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor's Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
10. Prepare and maintain project files in accordance with IDOT's Documentation of Contract Quantities procedures and Construction Inspector's Checklist for Contract Administration.

11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT's Documentation of Contract Quantities standards.
12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.
13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.
14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.
15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.
16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of an issues regarding the public that cannot be resolved to the satisfaction of all parties in the field.
17. Schedule final inspection with Contractor and DuPage County
18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the **municipality**.

POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements
6. Prepare and submit record drawings to DuPage County.

STAFFING AND EQUIPMENT

Benesch will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and person safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR05611.

1. Project Manager
2. Resident Engineer
3. Construction Inspector
4. Surveyor
5. Materials Testing Technician

ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversight of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. Construction layout staking is not included in the scope of work. According to the contract, the Contractor will provide their own layout staking. Benesch will spot check Contractor layout to verify accuracy.
3. is not responsible for Contractor means, methods or schedules. However, Benesch will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.
4. is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.

CONSTRUCTION ENGINEERING SERVICES
DuPage County DOT - Geneva Road Bridge Reconstruction
Section No. 18-00206-10-BR
CH 21

Benesch

		Pre-Construction			Construction												Post Construction					
Position	Average Project										2024	2025										Total
	Hrly. Rate	14-Apr-24	12-May	9-Jun	7-Jul	4-Aug	1-Sep	29-Sep	27-Oct	24-Nov	22-Dec	19-Jan	16-Feb	16-Mar-25	13-Apr-25	11-May	8-Jun	6-Jul	3-Aug	31-Aug	28-Sep	Manhours
Project Principle	\$78.00																					0
Senior Project Manager	\$77.57	5	5	8	8	8	8	7	6	6	6	5	5	5	5	5	2					94
Resident Project Manager II	\$66.63	10	160	160	180	180	180	180	160	160	160	160	160	100	100	100	30	30	30	14		2254
Construction Rep II	\$41.23			160	190	190	190	190	190	190	160	160	100									1720
Technical Manager - Structures	\$60.00	8	8	8	5	5	5	5	5	5						5						59
Senior Surveyor	\$60.10		5	5	5	5	5	5	5	5					5							45
Senior Party Chief	\$45.30	40	40	40	40	40	40	40	40	40					40							400
Vehicle Days		8	27	47	53	53	53	53	53	52	40	40	33	13	19	14	4	4	4	2	0	4572
Total Vehicle Days: 572																						

Material Solutions Laboratory

		Pre-Construction			Construction												Post Construction					
Position	Average Project								2023	2024												Total
	Hrly. Rate	14-Apr-24	12-May	9-Jun	7-Jul	4-Aug	1-Sep	29-Sep	27-Oct	24-Nov	22-Dec	19-Jan	16-Feb	16-Mar	13-Apr	11-May	8-Jun	6-Jul	3-Aug	31-Aug	28-Sep	Manhours
Project Executive	\$78.00																					0
Project Manager	\$64.08			5	5	5	5	5	5	5	5					5						45
Level II Technician	\$49.00			20	20	20	30	30	30	20	20					10						200
Level II Technician - Shop Fab	\$38.49		8		8																	16
Administrative Assistant II	\$17.13																					0
																						0
Vehicle Days		0	1	3	4	3	4	4	4	3	3	0	0	0	0	2	0	0	0	0	0	261
Total Vehicle Days:																						31

Totals		63	226	406	461	453	463	462	441	431	351	325	265	105	150	125	32	30	30	14	0	4833
Cumulative Totals		63	289	695	1156	1609	2072	2534	2975	3406	3757	4082	4347	4452	4602	4727	4759	4789	4819	4833	4833	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal 09/15/22

Method(s) used for advertisement and dates of advertisement

DuPage County Website posted 09/01/22 to 09/15/22

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach & Key Considerations	25%
Staffing Organization & Key Staff Capabilities	25%
Firm Experience with Similar Projects	20%
Experience Coordinating Projects with Multiple Agencies	20%
Strategies to Ensure Timely Completion	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

County Engineer, Assistant County Engineer, Senior Project Manager

Top three consultants ranked for this project in order	
1	<u>Alfred Benesch</u>
2	<u>Stantec</u>
3	<u>Michael Baker</u>

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR
16	LPA is a home rule community (Exempt from QBS).		<input checked="checked" type="checkbox"/> <input type="checkbox"/>

EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

CONSULTANT: Alfred Benesch & Company

PROJECT: Geneva Road over the West Branch of DuPage River Bridge Reconstruction

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Principal	\$78.00	\$86.00	
Senior Project Manager	\$77.00	\$86.00	
Senior Resident Project Manager	\$75.00	\$86.00	
Resident Project Manager II	\$66.00	\$86.00	
Resident Project Manager I	\$57.00	\$86.00	
Construction Representative III	\$45.00	\$86.00	
Construction Representative II	\$41.00	\$86.00	
Construction Representative I	\$37.00	\$86.00	
Senior Surveyor	\$60.00	\$86.00	
Senior Party Chief	\$45.00	\$86.00	
Survey Assistant	\$26.00	\$86.00	
Construction Manager II	\$61.00	\$86.00	
Construction Manager I	\$51.00	\$86.00	
Project Engineer II	\$53.00	\$86.00	
Project Engineer I	\$43.00	\$86.00	
Intern	\$25.00	\$86.00	
Technical Manager I	\$58.00	\$86.00	
Technical Manager II	\$62.00	\$86.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Signature

DAVID A. CUTHBERTSON
Print Name

Date: 7/14/23

Approved By COUNTY:

Signature on File

Yifang Lu, Chief Highway Engineer

Date: 1/3/2024

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Material Solutions Laboratory Corporation

PROJECT: Geneva Road Over West Branch DuPage River Bridge Replacement

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Project Manager	\$70.00	\$85.00	
Material QA Technician	\$40.00	\$60.00	
Project Manager	\$35.00	\$45.00	
Pick-Up Technician	\$30.00	\$40.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Signature

Date: 3/22/2023

Daniel Tiltges

Print Name

Approved By COUNTY:

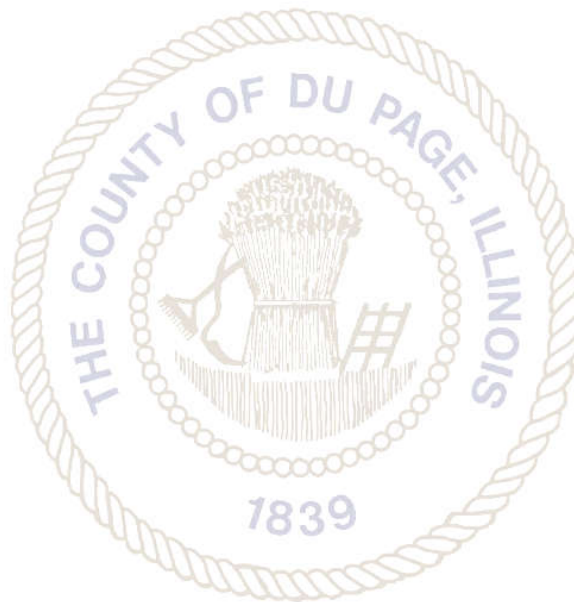
Signature on File

Yitang Lu, Chief Highway Engineer

Date: 1/3/2024

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification taking into account employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



Local Public Agency Copunty of DuPage	County DuPage	Section Number 18-00206-10-BR
Prime Consultant (Firm) Name Alfred Benesch & Company	Prepared By David Cuthbertson	Date 3/30/2023
Consultant / Subconsultant Name Alfred Benesch & Company	Job Number C-91-312-19	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS		OVERHEAD RATE	166.09%
START DATE	4/1/2024			COMPLEXITY FACTOR	0
RAISE DATE	1/15/2025			% OF RAISE	2.00%
END DATE	9/30/2026				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	1/15/2025	10	33.33%
1	1/16/2025	1/15/2026	12	40.80%
2	1/16/2026	9/15/2026	8	27.74%

The total escalation = 1.88%

Local Public Agency	County	Section Number
Copunty of DuPage	DuPage	18-00206-10-BR
Consultant / Subconsultant Name		Job Number
Alfred Benesch & Company		C-91-312-19

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.88%

[illegible]

Local Public Agency	County	Section Number
Copunty of DuPage	DuPage	18-00206-10-BR
Consultant / Subconsultant Name		Job Number
Alfred Benesch & Company		C-91-312-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Material Solutions Laboratory	13,055.00	1,305.50
Total	13,055.00	1,305.50

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	572	\$65.00	\$37,180.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)	25	\$13.00	\$325.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$37,505.00



Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601-1739
www.benesch.com
P 312-565-0450
F 312-565-2497

March 30, 2023

Mr. William Eidson, P.E.
Assistant County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

Subject: **Geneva Road Bridge Reconstruction – Overtime, Premium Portion**

Dear Mr. Eidson:

The 25 hours of overtime shown on form BDE 436 and on the CECS form BLR 5514 are estimated hours for work performed outside of the regular hours on a weekday or for anticipated work on the weekends. Overtime hours apply to the classification, Survey Assistant.

If you have any questions concerning this matter, you may contact me at (773) 908-7546.

Sincerely,

Alfred Benesch & Company

Signature on File

David A. Cuthbertson, P.E.
Senior Project Manager, Vice President

Copunty of DuPage

DuPage

18-00206-10-BR

Alfred Benesch & Company

C-91-312-19



EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
ANNIVERSARY RAISE

Local Public Agency	County	Section Number
County of DuPage	DuPage	18-00206-10-BR
Prime Consultant (Firm) Name	Prepared By	Date
Alfred Benesch & Company	Mike Boyle	1/3/2024
Consultant / Subconsultant Name	Job Number	
Material Solutions Laboratory Corp.	C-91-312-19	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS	OVERHEAD RATE	176.46%
START DATE	4/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

15

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.50%

The total escalation for this project would be: 2.50%

Section Number

18-00206-10-BR

Job Number

C-91-312-19

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ESCALATION FACTOR	2.50%
-------------------	-------

[illegible]

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	31	\$65.00	\$2,015.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)	8	\$25.92	\$207.36
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlitiy Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Lab Services - PCC Cylinder Breaks (Each)		64	\$27.00	\$1,728.00
Lab Services-PCC, see BDE 436 (Lump Sum)		1	\$8,030.00	\$8,030.00
Lab Services-SOIL, see BDE 436 (Lump Sum)		1	\$2,270.00	\$2,270.00
				\$0.00



Mr. David Cuthbertson
Senior Project Manager/Vice President
Alfred Benesch & Company
35 W Wacker Dr #3300
Chicago, IL 60601

RE: DuPage County Project - Geneva Road over West Branch of DuPage River (18-00206-10-BR) -
Material Solutions Laboratory Corp. BDE 436 - Technician Overtime Pay

Dear Mr. Cuthbertson,

Per our agreement with Local 150, we are required to pay our union technicians overtime after 8 hours at 1.5 times their hourly rate. For the amount of overtime pay shown on the BDE 436 form, we estimated 4% of the total technician hours would be paid at this rate. This equates to 8 hours of overtime based on a total of 200 technician hours budgeted for this project.

Thank you for the opportunity to work with the Alfred Benesch & Company.

Thank You,

Signature on File

Daniel Tiltges
President

County of DuPage

DuPage

18-00206-10-BR

Material Solutions Laboratory Corp.

C-91-312-19

**ADDENDA #1
TO CONSTRUCTION ENGINEERING SERVICES AGREEMENT
FOR FEDERAL PARTICIPATION**

1.0 CONSULTANT'S INSURANCE

1.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

1.1.a **Worker's Compensation Insurance** in the statutory amounts.

1.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

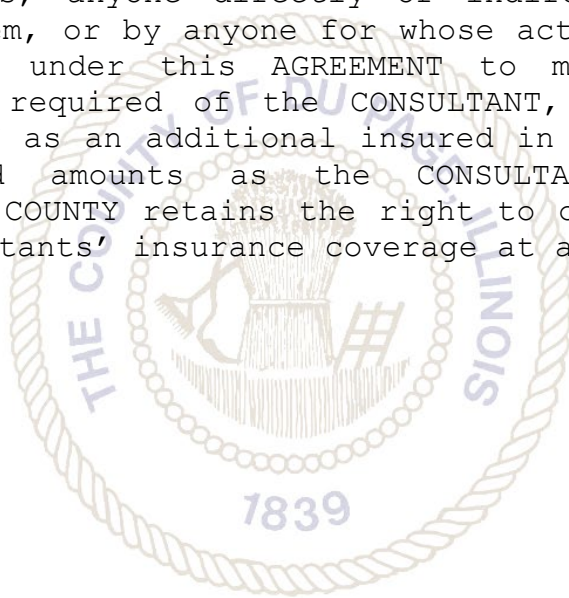
1.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

1.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 1.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 1.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 1.3 The coverage limits required under subparagraphs 1.1.c and 1.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 1.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for

cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 1.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 1.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.



**ADDENDA #2
TO CONSTRUCTION ENGINEERING SERVICES
AGREEMENT FOR FEDERAL PARTICIPATION**

If any provisions in this AGREEMENT conflict with this ADDENDA #2, the terms of this ADDENDA #2 shall control.

The ENGINEER acknowledges that this AGREEMENT includes federal participation and upon audit of this AGREEMENT by the STATE, the ENGINEER agrees to be bound by the STATE's audited maximum allowable amount, even if Notice to Proceed, has already been given, and the ENGINEER will not invoice the LA in excess of said amount.

All invoices to the LA shall include a remittance address. Each invoice shall be submitted on IDOT's Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the LA. Non-exempt employees are eligible for overtime compensation with proof of non-exempt status. Each invoice shall also include information referenced in paragraph 6. of BLR 05611 and a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The ENGINEER shall be required to submit a monthly progress report to the LA even if a monthly invoice is not submitted to the LA.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$863,321.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$863,321.00
	CURRENT TERM TOTAL COST: \$863,321.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Alfred Benesch & Company	VENDOR #: 10752	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: David Cuthbertson	VENDOR CONTACT PHONE: 773-908-7546	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: dcuthbertson@benesch.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.). Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR starting date of January 23, 2024 through November 30, 2026, not to exceed \$863,321.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide construction engineering services for improvements on Geneva Road at the West Branch of the DuPage River, including complete structure replacement under staged construction, roadway improvements, grading and retaining walls.			

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.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)	

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 26 firms qualified to perform this work. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Alfred Benesch & Company is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Alfred Benesch & Company. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Alfred Benesch & Company is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

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: Do Not Send to Vendor	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Alfred Benesch & Company	Vendor#: 10752	Dept:	Division:
Attn:	Email: payments@benesch.com	Attn:	Email:
Address: 35 West Wacker Drive	City: Chicago	Address:	City:
State: IL	Zip: 60601	State:	Zip:
Phone: 773-908-7546	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 23, 2024	Contract End Date (PO25): Nov 30, 2026
Contract Administrator (PO25): Kathleen Black Curcio			

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		18-00206-10-BR	FY24	1500	3550	54040	GENEVA RD BR WB	500,000.00	500,000.00
2	1	EA		18-00206-10-BR	FY25	1500	3550	54040	GENEVA RD BR WB	300,000.00	300,000.00
3	1	EA		18-00206-10-BR	FY26	1500	3550	54040	GENEVA RD BR WB	63,321.00	63,321.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 863,321.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 11/30/27.
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



Required Vendor Ethics Disclosure Statement

Date: Jan. 02, 2024

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #:

Company Name: Alfred Benesch & Company	CompanyContact: Andrew J. Keaschall
Contact Phone: 312-565-0450	Contact Email: akeaschall@benesch.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 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 **Signature on File**

Printed Name **Andrew J. Keaschall**

Title **Senior Vice President**

Date **Jan. 02, 2024**

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**



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: 01/02/24

Bid/Contract/PO #: _____

Company Name: Material Solutions Laboratory Corp.	Company Contact: Daniel Tiltges
Contact Phone: 847-466-7216	Contact Email: tiltgesd@msl-corp.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 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
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- 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 **Signature on File**

Printed Name **Daniel Tiltges**

Title **President**

Date **01/02/24**

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0004-24

Agenda Date: 1/16/2024

Agenda #: 21.E.

AWARDING RESOLUTION
ISSUED TO VARITECH INDUSTRIES
TO FURNISH AND DELIVER
FOUR (4) 12,500-GALLON DEICER STORAGE TANKS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$92,376.56)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with VariTech Industries; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to VariTech Industries, from January 24, 2024 through November 30, 2024, to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks for the Division of Transportation, is hereby approved for issuance to VariTech Industries, 501 E. Cliff Road, Burnsville, MN, 55337, for a contract total not to exceed \$92,376.56. Per Sourcewell Contract #031423.

Enacted and approved this 23rd day of January, 2024 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#:	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #031423	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$92,376.56
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$92,376.56
	CURRENT TERM TOTAL COST: \$92,376.56	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: VariTech Industries	VENDOR #: 28750	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Jason Zeppelin	VENDOR CONTACT PHONE: 320-759-7309	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: jzeppelin@varitech-industries.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-02	

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.).

DOT is requesting a purchase order to VariTech Industries, to furnish and deliver four (4) 12,500 gallon Deicer Storage Tanks, for a contract total not to exceed \$92,376.56, per Sourcewell Contract #031423.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

This purchase will allow DOT to store Anti-Icing and De-icing liquids used in the treatment of roadways during winter weather operations. Liquid deicers help to reduce the amount of salt used on our roadways which in turn benefits the environment. This purchase will replace 3 tanks that have reached the end of their useful life, and will add an additional tank to our inventory.

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Sourcewell Contract #031423.
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 VariTech, using Sourcewell Contract #031423. 2. The Sourcewell Cooperative has proven to be a cost savings over going out to bid.

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: VariTech Industries	Vendor#: 28750	Dept: Division of Transportation	Division: Accounts Payable
Attn: Jason Zeppelin	Email: jzeppelin@varitech-industries.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 501 E. Cliff Road	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 320-759-7309	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: VariTech Industries	Vendor#: 28750	Dept: Division of Transportation	Division: Highway Maintenance
Attn:	Email:	Attn: David Koehler	Email: david.koehler@dupagecounty.gov
Address: 501 E. Cliff Road	City: Burnsville	Address: 140 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 320-759-7309	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 24, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Roula Eikosidekas			

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	1169001-SNY	(4) 12500 Deicer Tanks & Parts	FY24	1500	3510	54130		92,376.56	92,376.56
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 92,376.56

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver four (4) 12,500 gallon Deicer Tank for the DOT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Jason Zeppelin, Jason Walsh, David Koehler 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 following documents have been attached:
 ☒ W-9
 ☒ Vendor Ethics Disclosure Statement

Sales Quotation



VariTech Industries Inc.
A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

QUOTE
QT060-1022107-8

DATE
12/8/2023
PAGE
2 OF 4

SOLD TO
001280
Dupage County Div Of Trans
180 N County Farm Road
Wheaton IL 60187
USA

SHIP TO
2594
Dupage County Div Of Trans
180 N County Farm Road
Wheaton IL 60187
USA

Expiration Date: 12/8/2023
Customer Ref.: 12,500 VST
Customer P/O:
Customer Contact:
Payment Terms: Net 30 Days
Sales Rep: Taylor, Michael C
F.O.B.: Alexandria, MN

Ship From: VariTech Industries Inc
Site 160
4115 Minnesota Street
Alexandria MN 56308-3328
USA

NOTES

Sourcwell Contract# 031423-VAR

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1	1169001 SNY 12500 Gal 142" D x 198" H Deicer Tank 3" Bulkhead SNY-VST-12500-Deicer Tank	4	EA	19,500.00	78,000.00
2	1104464 Rev. A 3"FTH SS Bolted Tank FTG EPDM Gasket SNY TAN-300BOLT-SS	8	EA	325.00	2,600.00
3	1104133 Rev. A SNY TAN-300siphon-FT 341149	4	EA	225.00	900.00
4	1193988 18" Mushroom Vent Assy with Mesh Screen, No Fitting Required SNY TAN-MUSHROOMVENT-18	4	EA	375.00	1,500.00
5	1109656 Sight gage Assembly includes 2-3/4 fittings, 2- 3/4 nipples, 2- hose barbs and clamps, flex tube and EPDM gaskets SNY 34700198 NPN	4	EA	242.00	968.00
6	1109656 3/4 valve for sight gauge assembly. includes valve, nipple, and EPDM "O" rings. SNY 34700207 NPN	4	EA	119.00	476.00
7	1024139 3" Mth X Fth 90 Pp Street Elbow NPNX224	4	EA	65.00	260.00
8	1064376 2" Fcam X 2" Hb Pp Female Camlock Adapter LDS 1245X001	28	EA	20.82	582.96

Continued



VariTech Industries Inc.
A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

Sales Quotation

QUOTE #: QT060-1022107-8
CUSTOMER: 001280
DATE: 12/8/2023
PAGE: 3 OF 4

PRODUCT / DESCRIPTION		QTY	U/M	PRICE	EXTENSION
9	1100598 Rev. A 3" MTH X 2" MTH RN 3" MTH X 2" MTH RN	8	EA	11.20	89.60
10	1100020 Rev. A Freight Charges for total order. FR-EST	4	EA	1,750.00	7,000.00
<div>***** Prices Are Not Guaranteed And Are Subject To Change Lead Times & Delivery Dates Are Based Upon Current Information And Are Subject to Change Unless Otherwise Noted, Prices Do Not Include Freight *****</div> <div>Accepted By: _____ Date: _____</div> <div>MERCHANDISE TOTAL: \$92,376.56 MISC CHARGE: \$0.00 TAX: \$0.00 QUOTE TOTAL: \$92,376.56</div>					

Questions about your order? Contact us by phone at 888-208-0686 or email us at sales@varitech-industries.com

**Solicitation Number: RFP #031423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and VariTech Industries, Inc., 4115 Minnesota Street, Alexandria, MN 56308 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



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: 12/11/23

Bid/Contract/PO #: _____

Company Name: VariTech Industries	Company Contact: Jason Zeppelin
Contact Phone: 320-759-7309	Contact Email: jzeppelin@varitech-industries.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 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

Signature on File

Printed Name

Matthew Loeffler

Title

VP of Products & Engineering

Date

12-11-2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Change Order

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

File #: 24-0337

Agenda Date: 1/16/2024

Agenda #: 21.F.

DT-P-0197A-22
AMENDMENT TO RESOLUTION DT-P-0197-22
ISSUED TO RUSH TRUCK CENTERS OF ILLINOIS, INC.
TO FURNISH EIGHT (8) PLOW TRUCKS WITH SNOW & ICE EQUIPMENT
FOR THE DIVISION OF TRANSPORTATION
(ACCOUNTING ADJUSTMENT AND INCREASE OF \$29,152.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0197-22 on June 28th, 2022, issued to Rush Truck Centers of Illinois, Inc., to furnish and deliver eight (8) plow trucks with snow and ice equipment for the Division of Transportation; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation is \$2,347,562.00; and

WHEREAS, an increase in the amount of \$29,152.00 is necessary to process the revised build order; and

WHEREAS, the circumstances that necessitate the change in costs were not reasonably foreseeable at the time the contract was signed, due to the model year trucks no longer being built, therefore the new 2025 models will need to be ordered in place; and

WHEREAS, an adjustment in funding is in the best interest of the County as is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-P-0197-22 is amended to reflect a cost of \$2,376,714.00 instead of and in place of a costs of \$2,347,562.00, an increase of \$29,152.00, +1.24%.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Jan 3, 2024

MinuteTraq (IQM2) ID #:

DOT 1/16
FI + OB 1/23

Purchase Order #: 5896-SERV	Original Purchase Order Date: Mar 1, 2021	Change Order #: 1	Department: Division of Transportation
Vendor Name: Rush Truck Centers of Illinois, Inc.		Vendor #: 13272	Dept Contact: Ying Liu Almanza
Background and/or Reason for Change Order Request:	To furnish and deliver eight (8) Plow Trucks with Snow and Ice Equipment for DOT. 1) Increase contract by \$29,152.00. 2) Change Line 1 and Line 2 from FY23 to FY24. 3) Add \$7,288.00 to Line 1 (1500-3510-54120) and add \$21,864.00 to Line 2 (1500-3510-54120) due to a marketing price increase.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$2,347,562.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$2,347,562.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$29,152.00
E	New contract amount (C + D)	\$2,376,714.00
F	Percent of current contract value this Change Order represents (D / C)	1.24%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	1.24%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: _____ to: _____
☐ Increase/Decrease quantity from: _____ to: _____
☐ Price shows: _____ should be: _____
☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☒ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☒ Funding Source 1500-3510-54120
☐ OTHER - explain below:

LN3 (FY24) 1500-3510-54120 / LN4 (FY24) 1500-3510-54120

yla bcs	6911	Jan 3, 2024	WCE	6890	1/5/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	1/11/24	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jan 4, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #: 5896-1-SERV

Requesting Department: Division of Transportation	Department Contact: Figuray, Mike
Contact Email: michael.figuray@dupagecounty.gov	Contact Phone: (630) 407-6924
Vendor Name: Rush Truck Centers of Illinois, Inc.	Vendor #: 13272

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Requesting approval to increase contract 5896-1-SERV in an amount of \$29,152.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

DuPage County Division of Transportation ordered eight (8) plow trucks in 2022 with an expected delivery date of 2024. They were intended to be 2024 model year trucks (built in 2023). Those build slots are no longer available, and now Rush Truck Center advised that these will need to be 2025 model year trucks (built in 2024). This comes with a price increase of \$3,644.00 per truck.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

These eight (8) plow trucks will be used for snow and ice removal along with other additional seasonal jobs by DuPage County.

Source Selection/Vetting Information - Describe method used to select source.

State of Illinois/CMS Bid Buy Contract 19-416CMS-BOSS4-P-8607.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

DuPage County Division of Transportation staff recommends approval of a change order request to increase the Rush Truck Center contract 5896-1-SERV in the amount of \$29,152.00 (\$3,644.00 per truck).

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

There are sufficient funds for FY2023 increase.

**Rush Truck Center, Springfield**3441 Gatlin Dr
Springfield, IL 62707
217-718-2200**Retail Sales Order**

SALES ORDER		Date 12/25/2023	
Please enter my order for the following: <input type="checkbox"/> New <input type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input checked="" type="checkbox"/> F.E.T. Exempt		DUPAGE COUNTY D.O.T.	
Make INTERNATIONAL Series HV-507 6x4'S		Customer's Name	
Year 2025 Body Type REFERENCED BELOW		180 NORTH COUNTY FARM ROAD WHEATON IL 60187	
Color YELLOW Trim STANDARD		Street City State Zip	
Serial # FACTORY ORDERED		E9997-4551-07 (630) 407-6885	
Stock # FACTORY ORDERED		Federal Tax ID # Business Phone Fax	
To be delivered on or about 7/31/2024		Purchaser's Name	
TO MONROE TRUCK EQUIPMENT JOLIET, IL		Street City State Zip	
REFERENCE TRUCK CHASSIS SPECIFICATIONS		Federal Tax ID # Business Phone Fax	
IN SALES PROPOSAL # 16136 DATED 12/25/2023 113,298.00		David Mueller	
REFERENCE BODY & MOUNTED EQUIPMENT		By Salesman	
FROM MONROE TRUCK EQUIPMENT		Truck will be Titled in DUPAGE County.	
QUOTE # 4BD0005686 DATED 07/02/2022 174,618.00		LIENHOLDER INFORMATION	
Sales Price for One (1) Complete Unit -----> 287,916.00		Date of Lien	
Sales Price for Six (6) Complete Units -----> 1,727,496.00		Lien Holder	
Factory Paid F.E.T. 0.00		Draft Through	
F.E.T. Tire Credit 0.00		Total Used Vehicle Allowance * 0.00	
Total Factory Paid F.E.T. 0.00		Less Total Balance Owed 0.00	
Optional Extended Warranties 0.00		Total Net Allowance on Used Vehicle(s) 0.00	
Sub-Total 1,727,496.00		Deposit or Credit Balance 0.00	
Dealer Paid F.E.T. * 0.00		Cash with Order 0.00	
Local Taxes 0.00		← ----- 0.00	
License, Transfer, Title, Registration Fee For All 6 1,038.00		*See back of this document	
Documentary Fee ** For All 6 984.00		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions	
Delivered Price 0.00		Customer's Signature _____ Date _____	
Total Down Payment 0.00		OFFER RECEIVED BY: <u>Signature on File</u> 12-25-2023	
Unpaid Balance Due on Delivery 1,729,518.00		Date _____	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE, A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		OFFER ACCEPTED BY: _____ Date _____	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		AUTHORIZED REPRESENTATIVE _____ Date _____	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			

**Rush Truck Center, Springfield**3441 Gatlin Dr
Springfield, IL 62707
217-718-2200**Retail Sales Order**

SALES ORDER		Date 12/25/2023	
<input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Applicable <input checked="" type="checkbox"/> F.E.T. Exempt		DUPAGE COUNTY D.O.T.	
Please enter my order for the following:		Customer's Name	
Make	INTERNATIONAL	180 NORTH COUNTY FARM ROAD WHEATON IL 60187	
Year	2025	Street	City State Zip
Color	YELLOW	E9997-4551-07	(630) 407-8885
Series	IIV-507 8x4'S	Federal Tax ID #	Business Phone Fax
Body Type	REFERENCED BELOW	Purchaser's Name	
Trim	STANDARD	Street City State Zip	
Serial #	FACTORY ORDERED	Federal Tax ID # Business Phone Fax	
Stock #	FACTORY ORDERED	David Mueller	
To be delivered on or about 7/31/2024		By Salesman	
TO MONROE TRUCK EQUIPMENT JOLIET, IL		Truck will be Titled in DUPAGE County.	
REFERENCE TRUCK CHASSIS SPECIFICATIONS		LIENHOLDER INFORMATION	
IN SALES PROPOSAL # 16136 DATED 12/25/2023 113,298.00		Date of Lien	
REFERENCE BODY & MOUNTED EQUIPMENT		Lien Holder	
FROM MONROE TRUCK EQUIPMENT			
QUOTE # 4BD0005685 DATED 07/01/2022			
Sales Price for One (1) Complete Unit	-----> 323,261.00	Draft Through	
Sales Price For Two (2) Complete Units	-----> 646,522.00		
Factory Paid F.E.T.	0.00	Total Used Vehicle Allowance * 0.00	
F.E.T. Tire Credit	0.00	Less Total Balance Owed 0.00	
Total Factory Paid F.E.T.	0.00	Total Net Allowance on Used Vehicle(s) 0.00	
Optional Extended Warranties	0.00	Deposit or Credit Balance 0.00	
Sub-Total	646,522.00	Cash with Order 0.00	
Dealer Paid F.E.T. *	0.00	←----- 0.00	
Local Taxes	0.00	These are in detail on page 2	
License, Transfer, Title, Registration Fee For Both	346.00	Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions	
Documentary Fee ** For Both	328.00	Signature on File	
Delivered Price	0.00	Agent 1-3-24 Date	
Total Down Payment	0.00	Signature on File	
Unpaid Balance Due on Delivery	647,196.00	12-25-2023 Date	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		OFFER RECEIVED BY: SALES REPRESENTATIVE	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		OFFER ACCEPTED BY: AUTHORIZED REPRESENTATIVE	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		Date	
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.			
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.			
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			



Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
217-718-2200

Retail Sales Order

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including, if applicable, installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial RLK

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$646,522.00

ABOVE FIGURE IS FOR TWO (2) COMPLETE UNITS (includes body & mounted equipment)

MUNICIPAL PLATES \$8.00/ UNIT TITLE FEE \$165.00/ UNIT & DOCUMENT FEE \$164.00/ UNIT ARE NOT INCLUDED

FRONT & REAR TIRES SUBJECT TO CHANGE BASED ON FACTORY AVAILABILITY

Approved by Seller:

Accepted by Purchaser:

SALES REPRESENTATIVE 12-25-2023
Official Title and Date

DUPAGE COUNTY D.O.T.

Signature on File _____

Signature on File _____
Business Name
45 ent
1-3-24

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Manager of Highway Operations
Official Title and Date
1/3/2024

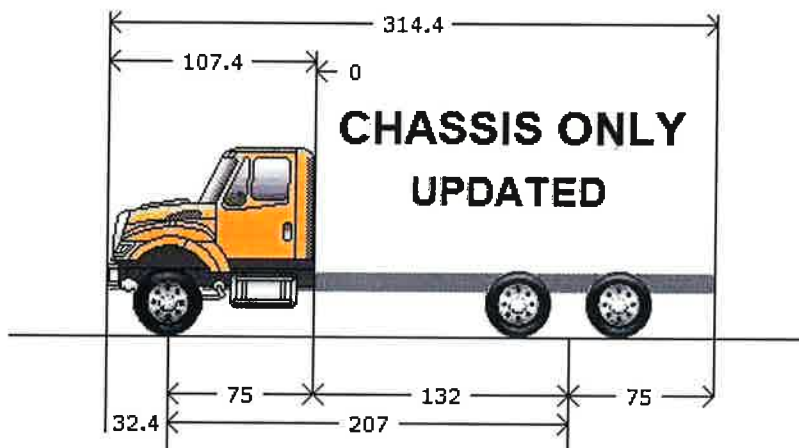
The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Prepared For:
 DUPAGE COUNTY DOT
 MIKE FIGURAY
 421 N County Farm Rd.
 Wheaton, IL 60187-3989
 (630)407 - 6931
 Reference ID: UPDATED PRICING

Presented By:
 RUSH TRK CTR OF N IL
 David R Mueller
 4655 S CENTRAL AVE.
 CHICAGO IL 606381547
 708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV507 SFA (HV507)

AXLE CONFIG:	6X4
MISSION:	Requested GVWR: 58000. Calc. GVWR: 60000. Calc. GCWR: 80000
DIMENSION:	Wheelbase: 207.00, CA: 132.00, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Description

Base Chassis, Model HV507 SFA with 207.00 Wheelbase, 132.00 CA, and 75.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 6x4

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

SHOCK ABSORBERS, FRONT

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DRAIN VALVE (3) Petcocks, for Air Tanks

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, FRONT {Meritor EX+H} Air Disc Type, Size 22.5", 23,000-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

BRAKE CHAMBERS, FRONT AXLE 20 Sqn, for Air Disc Brakes

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Polished Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

Description

TAIL PIPE (1) Turnback Type

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

EXHAUST HEIGHT 10'

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Description

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

SPECIAL RATING, GVWR Limited to 68,000-lb GVWR

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

RADIATOR HOSES Silicone; Molded

ENGINE, DIESEL {Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam

Description

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL HEATER {Arctic Fox} In-Tank Type, with Thermostat, for Single Tank

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

HEATER HOSES Silicone

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust

GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

MONITOR, TIRE PRESSURE Omit

WINDSHIELD Heated, Single Piece

ARM REST, RIGHT, DRIVER SEAT

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

WINDSHIELD WIPER BLADES Snow Type

COWL TRAY LID

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

Description

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

LOCATION FUEL/WATER SEPARATOR FUEL WATER SEPARATOR ON ENGINE

Cab schematic 100WK

Location 1: 4421, School Bus Yellow (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

MUNICIPAL PLATES \$8.00/ UNIT TITLE FEE \$165.00/ UNIT & DOCUMENT FEE \$164.00/ UNIT ARE NOT INCLUDED

INCLUDES MONROE QUOTE # 4BD0005686 DATED 07/02/2022 FOR \$174,618.00/ UNIT

(6) V-Box & Wing Mount				
	New	Old	Increase	
Sales Price per unit	287,916.00	284,282.00	3,634.00	
order qt.	6.00	6.00	-	
Total sales price	1,727,496.00	1,705,692.00	21,804.00	
Registration fee for 6	1,038.00	978.00	60.00	
Documentary Fee for 6	984.00	984.00	-	
Total for all 6	1,729,518.00	1,707,654.00	21,864.00	
Per Truck			3,644.00	

(2) Tandem Axle Six Wheelers 2 EA				
	New	Old	Increase	
Sales Price per unit	323,261.00	319,627.00	3,634.00	
order qt.	2.00	2.00		
Total sales price	646,522.00	639,254.00	7,268.00	
Registration fee for 6	346.00	326.00		
Documentary Fee for 6	328.00	328.00		
Total for all 2	647,196.00	639,908.00	7,288.00	
Per Truck			3,644.00	

Total Increase for all 8	29,152.00
Per Truck	3,644.00



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: Jan 4, 2024

Bid/Contract/PO #: _____

Company Name: Rush Truck Centers, Springfield	Company Contact: Davuid Mueller
Contact Phone: 630-281-0367	Contact Email: muellerd@rushenterprises.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/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name David Mueller

Title Municipal Fleet Account Manager

Date Jan 4, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Discussion

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

File #: 24-0400

Agenda Date: 1/23/2024

Agenda #: 22.A.

PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

These calculations are projections based on the County's internal employment and payroll records. The Illinois Municipal Retirement Fund (IMRF) will calculate the final payouts of the employee's pension and resulting cost to the County after the employee's actual separation from County employment.

As used in this report:

"Retention Benefit" means a payment required by the County's Employee Retention Program. The County Board adopted the Employee Retention Program as an employee benefit in January of 1999 and discontinued it in December of 2002. Only employees hired prior to December 1, 2002 were eligible for this benefit, those hired after were not.

"Pre-FY12 Sick Time" means a payment for unused sick time that an employee accumulated prior to FY12. In 2011 the County Board amended its personnel policy so that sick time accumulated afterwards did not carry value that an employee could use to increase IMRF benefits.

Public Works

Edward Buga, Public Works Project Manager
Reason for Payout: Retirement Date 06/05/2024
Length of IMRF service at retirement: 37 years 2 months
Retention Benefit: 900 hours \$ 46,056.78
Pre-FY12 Sick Time: 589.92 hours \$ 30,188.68
Increase in monthly pension amount: \$ 1,101.41
Increase in employer's pension cost: \$ 146,016.64

Recorder of Deeds

Colleen Malay, ROD Department Manager
Reason for Payout: Retirement Date 07/05/2024
Length of IMRF service at retirement: 37 years 9 months
Retention Benefit: 900 hours \$ 49,354.20
Pre-FY12 Sick Time: 268.01 hours \$ 14,697.13
Increase in monthly pension amount: \$ 940.83
Increase in employer's pension cost: \$ 166,749.91