



DU PAGE COUNTY

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

Human Services

Final Regular Meeting Agenda

Tuesday, December 2, 2025

9:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR SCHWARZE

5. APPROVAL OF MINUTES

5.A. [25-2910](#)

Human Services Committee - Regular Meeting - Tuesday, November 18, 2025

6. COMMUNITY SERVICES - MARY KEATING

6.A. [HS-R-0019-25](#)

Recommendation for approval of a commitment of HOME Investment Partnerships Act (HOME) funds and to enter into a HOME Agreement with Taft and Exmoor LP, an Illinois Limited Partnership, Project Numbers HM21-05, HM22-02, and HM23-02 – Taft and Exmoor Development – in the Amount of \$1,750,000 – for Construction of a 42-unit affordable rental housing development for families and person with disabilities.

6.B. [HS-P-0059-25](#)

Awarding resolution issued to Optimum Management Resources, to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care (CoC), for the period January 1, 2026 through December 31, 2026, for a contract total not to exceed \$37,350. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). Grant funded. (Community Services)

7. DUPAGE CARE CENTER - JANELLE CHADWICK

7.A. [FI-R-0206-25](#)

Acceptance and appropriation of the DuPage Care Center Foundation - Foundation Coordinator Grant PY26 - DCCFFCG26, Company 5000 - Accounting Unit 2120, in the amount of \$32,500. (DuPage Care Center)

7.B. [FI-R-0207-25](#)

Acceptance and appropriation of the DuPage Care Center Foundation Recreation Therapy Grant PY26 - DCCFRTG26, Company 5000 - Accounting Unit 2120, in the amount of \$30,083. (DuPage Care Center)

- 7.C. [FI-R-0205-25](#)
Acceptance and appropriation of the DuPage Care Center Foundation Music Therapy Grant PY26 - DDCCFMTG26, Company 5000 - Accounting Unit 2120, in the amount of \$63,486. (DuPage Care Center)
- 7.D. [HS-P-0060-25](#)
Recommendation for the approval of a contract purchase order to Pulmonary Exchange, Ltd., for rental of respiratory care equipment, for the DuPage Care Center, for the period of January 18, 2026 through January 17, 2027, for a total contract not to exceed \$35,000; per bid #25-129-DCC.
- 7.E. [HS-P-0061-25](#)
Recommendation for the approval of a contract purchase order to Music Speaks, LLC, for music therapy services for the residents at the DuPage Care Center, for the period of January 12, 2026 through January 11, 2027, for a contract total not to exceed \$62,275.72; per RFP #25-116-DCC. (DuPage Care Center Foundation funded)
- 7.F. [25-2911](#)
Recommendation for the approval of a contract purchase order to Illinois Aging Services Network (ILASN), to negotiate managed care contracts for Medicaid, eldercare advantage and commercial plans, for the DuPage Care Center, for the period January 1, 2026 through December 31, 2026, for a contract total not to exceed \$17,302.34. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).
- 8. RESIDENCY WAIVERS - JANELLE CHADWICK**
- 9. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**
- 10. COMMUNITY SERVICES UPDATE - MARY KEATING**
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**
- 13. ADJOURNMENT**



Minutes

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

File #: 25-2910

Agenda Date: 12/2/2025

Agenda #: 5.A.



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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Human Services

Final Summary

Tuesday, November 18, 2025

9:30 AM

Room 3500A

1. CALL TO ORDER

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:30 AM.

2. ROLL CALL

Other Board members present: Member Saba Haider and Member Yeena Yoo

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communication Officer), Renee Zerante (State's Attorney Office), Keith Jorstad and Karina Holman (Finance), Donna Weidman (Procurement), Gina Strafford-Ahmed (Community Services), Mary Keating (Director of Community Services), and Janelle Chadwick, remote (Administrator of the DuPage Care Center).

PRESENT Cronin Cahill, DeSart, Galassi, Garcia, LaPlante, and Schwarze

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze talked regarding the food insecurity issue. He thanked the committee for their willingness to consider requests from local food pantries who are seeing the extra activity due to the federal government shutdown. Full SNAP benefits were delayed for 67,000 DuPage County recipients. On Thursday, November 13, 2025, the Illinois Department of Human Services announced that people would receive their full month of November SNAP benefits by November 20, 2025. The urgency to meet what we thought would be escalating needs at the food pantries appear to have abated at this time. The bill passed in Congress provides SNAP benefits through September 2026 but also includes SNAP benefit cuts, impacting 360,000 Illinoisans and thousands of DuPage County residents. The funding bill that was passed for the upcoming year imposes work requirements for 23,000 un housed individuals, veterans, or youth that have aged out of foster care in Illinois. Most people who receive SNAP benefits are currently required to work until reaching age 54 to qualify except for parents with dependents. Now the work requirements will be raised to age 64, and work requirements will be imposed on parents with children younger than 14 years old.

In conversation with County Board Chair Conroy, Human Services Vice Chair Garcia, and Mary Keating, we are proposing to go back to the drawing board to confer with the pantries and social service agencies to devise a more proactive plan to address a slower growing emerging need within the community. We must be mindful of the increased costs of medical insurance now that the Affordable Care Act subsidies have expired. Chair Conroy created her sustainability initiative

in next year’s budget that we will be voting on next week to respond to the needs of the community related to the federal budget cuts. We will be working on a longer-range plan based on input from our stakeholders on how to address these issues. I will bring you more information as we develop it.

The headline today is that we will hold off on funds to the food pantries for now. We will move forward with the funds requested for DuPage Pads because we know we must house residents this winter. The resolution will be on next week’s Finance and CB agendas.

Chair Schwarze opened the topic for questions.

Member Cronin asked about the status of the committee consensus at the previous meeting to move \$2M for food insecurity. Ms. Cronin mentioned a potential resolution for \$1M. Chair Schwarze replied that a memo was sent regarding the \$1M which is now on hold but there is a consensus to move the \$2.1M (a different allocation of funds) into a food line item. This will be done via a budget transfer and is still in the works.

Member DeSart noted that she is in support of leaving the \$2.1M for the small nonprofits, as originally budgeted. She feels a small \$5,000 donation could sustain a program for a whole year and that the County Board is already earmarking \$2M for food insecurity. She was also in favor of splitting the \$2.1 M into 18 portions and allowing the board members to determine how the funds are utilized.

Chair Schwarze replied that the Assistant State’s Attorney recommends that this subject be brought up in the future under old or new business as the immediate need and conversation is on hold. He added that we should get through the budget process and talk to the pantries to determine their immediate needs. There will also be some future SNAP reductions the County will have to address.

5. APPROVAL OF MINUTES

5.A. [25-2798](#)

Human Services Committee - Regular Meeting - November 4, 2025

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

6. LENGTH OF SERVICE AWARD

6.A. Length of Service Award - Janet Cather - 15 Years - Community Services

7. **DUPAGE CARE CENTER - JANELLE CHADWICK**

7.A. [HS-P-0055-25](#)

Recommendation for the approval of a contract purchase order to LeadingAge Illinois, for annual dues, for the DuPage Care Center, for the period of January 1, 2026 through December 31, 2026, for a contract total amount not to exceed \$36,000. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Cynthia Cronin Cahill
SECONDER: Kari Galassi

7.B. [HS-P-0056-25](#)

Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., for Community Wellness Partner for the Wellness Center staffing and management for the Outpatient Center at the DuPage Care Center, for the period of December 1, 2025 through November 30, 2026, for a contract total not to exceed \$66,500; per RFP #25-100-DCC.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Lynn LaPlante
SECONDER: Kari Galassi

7.C. [HS-P-0057-25](#)

Recommendation for the approval of a contract purchase order to Professional Medical & Surgical Supply, to provide examination gloves, for the DuPage Care Center, for the period of January 1, 2026 through December 31, 2026, for a total contract not to exceed \$90,000; per bid #23-102-DCC, second of three one-year optional renewals.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Kari Galassi

7.D. [HS-P-0058-25](#)

Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., for Physical, Occupational, Speech and Respiratory Therapy Consulting Services, for the DuPage Care Center, for the period of December 1, 2025 through November 30, 2026, for a contract total not to exceed \$700,000; per RFP #25-092-DCC.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

8. RESIDENCY WAIVERS - JANELLE CHADWICK

No residency waivers were offered.

9. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated they sent the 90% completion report to the state last week for units 2 North, 2 Center, and 2 South. Now that the federal government shutdown has ended, they hope that the inspection for occupancy will happen soon, and residents can take occupancy within the next month. They will move the 1 North residents up to 2 North and then begin the 1 North construction.

There are no current covid cases at the Care Center.

10. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, stated the Glen Ellyn Full Circle project she mentioned at the last meeting that was in peril with the federal government shutdown had the funds released prior to the shutdown ending. Glen Ellyn can now move forward with their contract for demolition.

Ms. Keating talked regarding the anticipated changes to the Continuum of Care (CoC) program. HUD provides funds to communities under the CoC which provides services for homeless service providers. The County receives about \$8M annually. Some of the grant funds are used in our department for HMIS and planning work. Most of the funds go to DuPage Pads, Midwest Shelter for Homeless Veterans, and Catholic Charities. In the past our emphasis has been on permanent supportive housing, individuals chronically homeless with disabling conditions. This entails about 60% of our funds going to support permanent supportive housing. The programs are also operating under a housing first model which means individuals have a very low barrier to entry. Research and evidence show how people need to be stably housed before they can work on their mental health or substance abuse issues.

The funding was built on a two-tier premise. In the past you could put 90% of your funding into tier 1, which was protected. Tier 2 was competitive. Communities strategized on which programs they wanted to protect and what programs could be vulnerable to cuts.

The new Notice of Funding Opportunities (NOFO) came out yesterday with drastic changes. Tier one now will only protect 30% of projects. The other 70% of funds will be awarded competitively. The real issue is that only 30% of the awarded funding can now go towards permanent supportive housing which means there will be programs that are currently housing people that will lose that funding. These people all have disabilities and many of them are seniors. The new administration is pushing transitional housing models, getting individuals quickly employed and onto economic self-sufficiency. We will be meeting with providers, seeing if there are individuals who have the potential to move into transitional housing.

Otherwise, we must address the impact of the lost funding.

Additionally, housing first models are no longer allowed. Individuals must participate in services as of day one. That is a barrier and goes against all the evidence about what is the most effective way to get people successfully housed.

Ms. Keating does not know if our annual demand will be the same or how the metrics will be on the scoring for DuPage County since there has been a large emphasis on permanent supportive housing in DuPage County. There are about 600 people in permanent supportive housing in the County and this new ruling will probably affect about half of them.

Ms. Keating answered questions from the committee.

11. OLD BUSINESS

No old business was discussed.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned at 10:00 AM.



HS Resolution

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

File #: HS-R-0019-25

Agenda Date: 12/2/2025

Agenda #: 15.A.

HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND TAFT AND EXMOOR LP, AN ILLINOIS LIMITED PARTNERSHIP

HM21-05/HM22-02/HM23-02

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 for HOME Investment Partnerships Act (“HOME”) 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 continues to be a participating jurisdiction in the HOME program; and

WHEREAS, by Application for HOME Rental Production Funding originally submitted on March 1, 2024, TAFT AND EXMOOR LP, AN ILLINOIS LIMITED PARTNERSHIP (herein after called “DEVELOPER”), having a principal place of business at 310 S. Peoria St., Suite 500, Chicago, IL has submitted underwriting documentation and made application to the COUNTY for a loan of a portion of the COUNTY’s HOME Funds to be used for eligible costs associated with the new construction of forty-two (42) units of affordable rental housing located in Glen Ellyn, Illinois, to be known as TAFT AND EXMOOR, and known as HOME project HM21-05/HM22-02/HM23-02; and

WHEREAS, the final said Application for HOME Rental Production funding, dated November 14, 2025, and executed November 14, 2025, is hereby incorporated into the HOME Investment Partnerships Agreement between the COUNTY and DEVELOPER; and

WHEREAS, the DuPage HOME Advisory Group and the County Human Services Committee have recommended funding up to One Million Seven Hundred Fifty Thousand and 00/100 dollars (\$1,750,000.00), for eligible costs associated with the construction of affordable rental housing at 640 Taft Avenue, Glen Ellyn, IL 60137; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME requirements, and said Agreement has been approved by TAFT AND EXMOOR LP, AN ILLINOIS LIMITED PARTNERSHIP; and

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between the COUNTY OF DUPAGE and TAFT AND EXMOOR LP, AN ILLINOIS LIMITED PARTNERSHIP, 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 their 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 Director of Community Services, is authorized and directed to execute additional documents that may be required to effectuate the transaction on behalf of DuPage County; and

BE IT FURTHER RESOLVED, that the Community Development Administrator, is authorized and directed to execute additional documents that may be required 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 PROJECT HM21-05/HM22-02/HM23-02 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 copies of this Resolution to Taft and Exmoor LP, an Illinois Limited Partnership at 310 S. Peoria St., Suite 500, Chicago, IL 60607; and Community Development Commission.

Enacted and approved this 9th day of December, 2025 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: November 18, 2025

SUBJECT: HOME Program Application - \$1,750,000 – Full Circle Communities, Inc. – Taft & Exmoor – Approval of Conditional Commitment of HOME Investment Partnerships (HOME) Program Funding and entering into a HOME Agreement with Taft and Exmoor Limited Partnership

On July 1, 2025, the HOME Advisory Group approved recommendation of a Conditional Commitment of \$1,750,000 in HOME funds for the Full Circle Communities, Inc. Taft & Exmoor affordable housing development.

Section VI. X. VAWA Requirements and Exhibit G. DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking within the HOME Agreement are contingent upon approval by the HOME Advisory Group (HAG) of the amended Notice of Occupancy Rights Under the Violence Against Women Act (VAWA) Policy. Said policy amendment is being recommended at the 12/02/2025 HAG meeting.

Action Requested: The HOME Advisory Group recommend approval of a Conditional Commitment of \$1,750,000 of HOME Investment Partnerships (HOME) Program funds for the Full Circle Communities, Inc. (FCC) Taft & Exmoor Development, allowing for the project to proceed to a HOME Agreement between DuPage County and Taft and Exmoor LP.

Details:

FCC submitted an application to the County for construction of a three-story, elevated forty-two (42) unit integrated permanent supportive housing development to serve both working families and persons with disabilities. The proposed development will be located at 640 Taft Avenue, Glen Ellyn, IL 60137. The development will take place on approximately 0.92 acres along an amenity-rich commercial corridor in Glen Ellyn. The property is near a public park, fire department, and police station.

The development will include a mix of studio, one, and two-bedroom apartments and many common area amenities, including: on-site laundry, a business center, a resident lounge, a community room, and a fitness room. There will also be 45 surface parking spaces. In addition, tenants will be able to access optional supportive services such as

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

case management, financial literacy and credit counseling, benefits coordination, counseling, and health and wellness services. FCC will partner with the Association for Individual Development (AID) to offer services free of charge. The village of Glen Ellyn is in full support of the development.

Staff have completed extensive underwriting of the project. The Underwriting Memo and final Housing Application have been included for your review. The \$1,750,000 HOME funds invested in the project will be in the form of a 40-year, 0% interest Surplus Cash Note. The Developer will be required to pay the full amount of principal and any accrued interest as a balloon payment at the 40-year anniversary date of the project completion in the U.S. Department of Housing and Urban Development's (HUD) Integrated Disbursement and Information System (IDIS).

The HOME Agreement has been reviewed and approved by the State's Attorney's Office (SAO) as well as the Developer and other funders involved in the project. The final version is incorporated as part of this agenda item. Other legal documents, including the Mortgage, Note, and Regulatory Land Use Restriction Agreement have been reviewed and approved by the State's Attorney's Office (SAO) and are subject to review by the Developer and other funders involved in the project. While changes are not anticipated to the other legal documents, any suggested changes will be presented to the SAO for final review and approval. Final documents will be provided for execution once final approval is received from the SAO.

Underwriting Memo – Taft and Exmoor

HOME Investment Partnerships Program - Affordable Permanent Supportive Housing New Construction Project

1. Overview

Full Circle Communities (FCC) proposes to build a three-story, elevatored, 42-unit integrated permanent supportive housing development serving both working families and persons with disabilities. The development will include a mix of studio, one-bedroom, and two-bedroom apartments and amenities including on-site laundry, a business center, a resident lounge, a community room, and a fitness room. Tenants will be able to access optional supportive services such as case management, financial literacy and credit counseling, benefits coordination, counseling, and health and wellness services. Full Circle will partner with the Association for Individual Development (AID) to offer services free of charge.

The development will target family households with incomes up to 30%, 50%, 60%, and 80% of Area Median Income (AMI). The unit mix will include 11 studio units, 17 one-bedroom units, and 14 two-bedroom units.

Of the 42 units, 26 units will receive Project-Based Voucher (PBV) rental subsidy through the DuPage Housing Authority (DHA), allowing residents to pay income-based rents of up to 30% of their incomes. Of these 26 units, seven units will provide permanent supportive housing for households with special needs and/or experiencing homelessness or at-risk of experiencing homelessness and will be filled through referrals from the State Referral Network (SRN).

The preliminary total project cost is estimated at \$21,918,367. The primary funding source will be Low-Income Housing Tax Credits (LIHTC).

2. Executive Summary

2.A Challenges/Opportunities Presented

Full Circle seeks HOME funds of **\$1,750,000** of the total project costs of **\$21,918,367**. The development process, including site control, entitlements, financing, closing, and construction monitoring, will be handled by Full Circle Communities, Inc., which has completed 10 LIHTC projects in Illinois, comprising 616 units. Site control will be obtained from the current property owner upon closing of the real estate transaction, which has been agreed upon via an executed purchase and sale agreement.

FCC is working to secure other financing required for the project.

The properties have been rezoned for residential use. The Village of Glen Ellyn is in support of the project.

2.B Affordability

10 out of 42 units will be designated as County HOME units. While regulations only require 20% of HOME units in projects with five or more HOME units designated as Low-HOME rent units, FCC has requested a deeper income targeting for the proposed project. Therefore, all ten County HOME units will be designated as Low-HOME rent units and will serve households at or below 50% AMI. The County proposes three zero-bedroom, four one-bedroom, and three two-bedroom HOME units.

2.C Permanent Sources

Bank Mortgage	\$2,150,000
Low Income Housing Tax Credits (LIHTC)	\$16,150,274
Deferred Developer Fee	\$1,248,407
DuPage HOME Funds (Development Subsidy)	\$1,750,000
ComEd Energy Efficiency Grant	\$159,686
Illinois Affordable Housing Tax Credit (IAHTC)	\$460,000
Total	\$21,918,367

2.D Risks

Pertinent risk factors for this project are:

Market	Low – The project will be located at 640 Taft Avenue Glen Ellyn, IL 60137. A site and market study performed by Vogt Strategic Insights (VSI) concluded that there is extensive demand for both families and persons with disabilities in the market area. Within the Primary Market Area (PMA), VSI concluded the proposed project will be marketable. Per a competitive analysis of the subject project with both market-rate and Tax Credit projects within the site PMA, it was concluded the development as proposed will be comparable to, or exceed, what limited affordable housing is already in the community. The high occupancy among affordable rental housing properties within the Site PMA indicates pent-up demand for additional affordable rental housing in this market. The proposed development will fulfill an unmet need for non-subsidized and subsidized affordable housing in the Glen Ellyn Site PMA.
Construction	Low - Similar to existing projects by the Developer.
Developer	Low - Many years of experience; highly capitalized.
Community Opposition	Low –The Village of Glen Ellyn supports the project.
Financing	Low - Developer has secured commitments from other funding sources for the total development costs. Terms of the DuPage County HOME have been established. Sources are equal to the uses for development.
Underwriting Assumptions	Low – 6.14% vacancy loss rate, as calculated using a blended vacancy rate per IHDA standards, which requires 8% for non-subsidized units and 5% for PBV units. Reserves are at \$450 per unit annually, which is higher than the target. Debt Coverage Ratio (DCR) is currently estimated to be 1.31 in year 1 and 1.15 in year 20. The project would create 10 HOME units at a cost of \$175,000 per unit, which is within HOME Program allowances. (See the remainder of this memo for further discussion.)
Other	Low – Environmental Review Record, as required under 24 CFR 58, is complete. HUD’s AUGF is dated 11/10/2025.

3. Property Description

The project consists of new construction of a three-story, elevatored, 42-unit integrated permanent supportive housing development serving both working families and persons with disabilities. The development will target family households with incomes up to 30%, 50%, 60%, and 80% of Area Median Income (AMI). The unit mix will include 11 studio units, 17 one-bedroom units, and 14 two-bedroom units.

Amenities are proposed to include on-site laundry, a business center, a resident lounge, a community room, and a fitness room. Tenants will be able to access optional supportive services such as case management, financial literacy and credit counseling, benefits coordination, counseling, and health and wellness services. 45 open-lot parking spaces are proposed.

Current HOME Program guidelines allow Low-HOME unit rents up to \$1,050 per month, including utilities, for a zero-bedroom (studio) unit, \$1,125 per month, including utilities, for a one-bedroom unit, and rents up to \$1,350 per month, including utilities, for a two-bedroom unit. Per HOME regulations, HOME rent limits do not apply to any rental assistance or subsidy payment provided under a Federal, State, or local rental assistance or subsidy program. Therefore, Federal, State, or local subsidized units in this development may have a higher rent than the established HOME rent limit, so long as the tenant does not pay more than 30% of the household's monthly adjusted income as their rent contribution.

The proposed unit mix includes 11 zero-bedroom units, 17 one-bedroom units, and 14 two-bedroom units. In an effort to serve households with very limited income, the applicant proposes 6 zero-bedroom units at \$598 per month and 5 zero-bedroom units which will receive PBV subsidy at \$1,320 per month. Three PBV subsidized units will also be designated as SRN units.

In addition, the proposed project would include 17 one-bedroom units. Of which, 1 one-bedroom unit at \$641 per month, 13 one-bedroom units at \$1,420 per month, all of which will receive a PBV subsidy from the DHA, and four of which will be SRN units, 1 one-bedroom unit at \$1,068 per month, and 2 one-bedroom units at \$1,573 per month.

The project will also contain 2 two-bedroom units at \$769 per month, 1 two-bedroom unit at \$1,282 per month, 8 two-bedroom units at \$1,620 per month, which will receive PBV subsidy from the DHA, and 3 two-bedroom units at \$1,886 per month.

Full Circle will pay for all utilities. Tenants will not be responsible for any utilities.

4. Development Entity and Capacity

Mr. Joshua C Wilmoth, President & CEO. Mr. Wilmoth has more than 17 years of executive experience in affordable housing, development, and management. Ms. Mary Donoghue, Project Manager for Full Circle Communities, will oversee the project from the conceptual phase through the transition to operations. Ms. Donoghue will oversee the day-to-day aspects of the development process, including site control, entitlements, financing, and management of the architect and general contractor. Ms. Donoghue has 9 years of experience in LIHTC applications and projects. As well as disbursement and reporting for grant funds including HOME projects.

4.A Prior Developments

Full Circle Management LLC is the property management subsidiary of Full Circle Communities, Inc. Full Circle Management has been managing HUD income-restricted units since 2005. Types of affordable units under management include: LIHTC, HOME, and Project-Based Vouchers through local housing authorities. Property managers have been trained and hold certifications in blended property management for affordable housing, utilizing multiple financing sources with varying restrictions. As well as low-income housing tax credit compliance and fair housing & affirmative marketing certifications. FCC currently owns and successfully operates similar projects in Carol Stream as well as other nearby properties in Cook, Kane, and McHenry Counties. FCC also has LIHTC projects in the states of Iowa and Michigan.

4.B Current Operational Capacity

Full Circle Communities, Inc. will act as Developer and Owner under the HOME Agreement and will provide financial oversight, grant compliance, and contractor selection for the project. Construction management will be performed by the project manager, who is part of Full Circle's staff. Operational and rental management will be handled by Full Circle Management LLC.

4.C Financial Strength

The most recent audit of Full Circle Communities, Inc. indicates total assets of over \$335 million with net assets of over \$171 million. In addition, the ongoing property management and maintenance allow for the continuation of an affordable and attractive property; therefore, turnover is low. The lack of affordable housing in the Glen Ellyn area and the low expected turnover enhances positive cash flow.

4.D Guaranty/Bonds

Full Circle Communities will be required to sign and abide by the terms of the HOME Agreement, Mortgage and Note, and a Regulatory Land Use Restrictions Agreement. In addition, contractors will be required to supply bonds at the level stated in the HOME Agreement.

5. Location and Market Dynamics

5.A Town/County Characteristics

The property is located in the Village of Glen Ellyn, Illinois, at the corner of S. Exmoor Ave and Taft Ave. Although the building is not on Roosevelt Rd., its close proximity makes it highly marketable. Panfish Park is just across the street, South of Taft Ave, and includes a path for walking, biking, or running. Glen Ellyn Fire Station 62 is 0.1 miles away on Taft Ave. In addition, the Glen Ellyn Police Department is 0.2 miles south on Park Blvd. Nearby businesses include Jewel-Osco, Trader Joe's, Aldi, Ross Clothing Store, Dunkin', Wingstop, Dollar Tree, and many others. As such, the site is extremely well served by the amenities and services needed by future tenants.

5.B Property Location

Both Roosevelt Road and nearby Route 53 serve as major arterials, ensuring excellent access to the site. Downtown Chicago is located approximately 24 miles east of the site. Pace bus 715 stops at the corner of Taft Ave and S Park Blvd, only a one-minute walk away. The Central DuPage Route includes stops at Yorktown Center, College of DuPage, Glen Ellyn Metra, and Addison Walmart. I-355, about a mile away, offers great regional access. This is an important consideration, as the project is designed in part for working families who may commute for employment.

6. Physical Character and Issues

FCC will be responsible for ensuring that the building complies with existing property standards, as amended, per municipality, County and/or CDC policies.

An Environmental Review Record (ERR) is required to be completed in accordance with 24 CFR Part 58. Community Development Commission (CDC) staff have completed the ERR. Additional building requirements, including mitigation requirements, identified as a result of the ERR will be incorporated into the HOME Agreement, building plans and specifications, as well as construction contracts.

7. Proposed Financial Structure

Total Development Costs are projected at \$21,918,367. Permanent financing is expected to be provided from the following sources:

Permanent Financing	Total	% of Total
Wintrust Bank Mortgage	\$2,150,000	9.8%
Low Income Housing Tax Credits	\$16,150,274	73.7%
Deferred Developer Fee	\$1,248,407	5.8%
DuPage HOME Funds (Development Subsidy)	\$1,750,000	7.9%
ComEd Energy Efficiency Grant	\$159,686	0.7%
Illinois Affordable Housing Tax Credit	\$460,000	2.1%
Total	\$21,918,367	100%

Full Circle will execute a Mortgage and Note, as well as a Regulatory Land Use Restrictions Agreement (RLURA). The period of affordability for this HOME project will be twenty (20) years per HUD HOME regulations. The County will impose an additional 20 (twenty) year extended use period, separate and distinct from the regulatory HOME affordability period. The extended use period will be incorporated into the HOME Agreement.

8. Underwriting

8.A Assisted Units / Rents

The Full Circle project consists of 42 units of rental housing. With the requested \$1,750,000 of HOME financing equaling 7.9% of total development costs, at a minimum, the County would require 7.9% of total units, or 4 units, to be designated as County HOME units, assuming the HOME per unit subsidy was within regulatory limits. The Developer has agreed to 10 HOME units; two of which must be designated as Low-HOME rent units, with the remaining eight to be designated as High-HOME rent units. The HOME agreement will stipulate the mix of HOME units. The tables below represent the preliminary HOME unit mix. HOME units are comparably distributed among non-HOME units.

Total Development Unit Mix	Units	% of Total Units	HOME Unit Mix	HOME Units	% of HOME Units
0-bedroom	11	26.2%	0-bedroom	3	30%
1-bedroom	17	40.5%	1-bedroom	4	40%
2-bedroom	14	33.3%	2-bedroom	3	30%
	42 total units	100%		10 HOME units	100%

	HOME Units	20% @ Low HOME	High HOME
0-bedroom	3	3	0
1-bedroom	4	4	0
2-bedroom	3	3	0
	10 HOME Units	10	0

FCC intends for the HOME-assisted units to be fixed. Ensuring the unit mix as outlined above will be maintained during the 20-year HOME Program affordability period. See the Units Information & Gross Revenue Potential attachment for a more detailed breakdown of units by bedroom size, income restriction, and contract rent.

8.B Market Units/Rents

There are zero market rate units in this project.

8.C Trending

Rents are projected at a 2% inflation rate. The majority of operating expenses are projected at a 3% inflation rate, with reserves at a 2.5% inflation rate. Debt Coverage Ratio (DCR) of 1.31 in year one and 1.15 in year 20. Over the 20-year HOME Program affordability period, cash flow appears to remain positive.

8.D Vacancy Rate

For underwriting purposes, the property is underwritten at a 6.14% total rent vacancy loss. The vacancy rate is a weighted average, using an 8% vacancy rate for the 16 non-subsidized units and 5% for the 26 units with Project-based vouchers.

8.E Other Income

Full Circle anticipates receiving approximately \$4,368 annually from the on-site laundry facilities in the building.

8.F Operating Expenses

FCC will pay for all utilities, including electric, gas, water, and sewer. Tenants will not be responsible for essential utility services. FCC will provide property management. See the Annual Operating Budget attachment of the underwriting template for a breakdown of underwritten operating expense projections.

8.G. Real Estate Taxes

FCC anticipates paying \$75,000 in real estate taxes in year one, with trending increases of 3% annually.

8.H. Proposed Reserve Deposit

The proposed replacement reserve deposit is \$450/unit/year, totaling \$18,900 annually, with inflation projected at 2.5% annually. No interest is projected on the reserves balance. This produces positive capital reserves through year 20.

8.I. Other Proposed Reserves

The property is not expected to have any other operating reserves.

8.J Resulting Net Operating Income (NOI) for Debt Coverage Ratio (DCR)

The proposed unit mix at proposed rents, estimated rent loss, and underwritten expenses, and with the proposed reserve deposit, demonstrates that this project will produce stabilized Net Operating Income (NOI) of approximately \$206,548 in year one. After payment of debt service, cash flow is projected at \$49,465 in year one.

9. Additional Considerations

9.a HOME Repayment

The terms for the County's \$1,750,000 HOME loan will be a 40 year, 0% interest, cash flow loan. If any portion of the project is sold, transferred, or if the property is no longer used for the purposes stated in the HOME Agreement during the 20-year HOME affordability period, FCC will be required to pay the full amount of the principal of the loan. The County will also impose an additional 20-year extended use period, separate and distinct from the regulatory affordability period, ensuring affordability over the full 40-year term of the HOME investment.

10. Conclusion

The proposed project aligns with the HOME Program requirements and objectives of the County's Five-Year Consolidated Plan. The development also presents a favorable risk profile. CDC staff recommend a conditional commitment of \$1,750,000 in HOME funds for the proposed development and approval to enter into a HOME Agreement.

11. Attachments

- 0) HOME Rental Compliance Checks
- 1) HOME Rental Production Application
- 2) Utilities & Rent Limits
- 3) Unit Information & Gross Revenue Potential
- 4) Annual Operating Budget
- 5) Operating Cash Flow Projection
- 6) Development Budget
- 7) Construction Budget/Costs
- 8) Sources & Uses Summary
- 9) Capital Needs Assessment

INSTRUCTIONS FOR COMPLETING THE DU PAGE COUNTY HOUSING APPLICATION & PROFORMA WORKSHEETS

Please note that many sections of this application do not apply to homebuyer projects. Please contact CDC staff for guidance on completing the application if your project is a homebuyer project.

General Instructions

- A. Only enter information into yellow cells. Green cells are for Du Page County use. All other cells are protected.
- B. Some cells appear black based on data inputted in early sheets/cells. Do not fill in blacked-out cells.
- C. Complete the following worksheets roughly in the order corresponding with their numbering:
 - 0) Underwriting & HOME
 - 1) Application
 - 2) Rent Limits
 - 3) Units & Revenue
 - 4) Operating Budget
 - 5) Operating Cash Flow
 - 6) Development Budget
 - 7) Construction Budget
 - 8) Sources & Uses Summary
 - 9) Capital Needs Assessment
- D. All worksheets above must be completed. Information on each worksheet is linked to other sheets.
- E. If additional space is needed, enter "Refer to Attachment" in category and provide an attachment.

0) Underwriting & HOME

- A. This sheet informs you as to HUD and Du Page County's program & policy requirements. It also allows applicants to enter their own #s and rates for some items as appropriate.
- B. If necessary, under "Underwriting Standards" explain why your rates, #s vary from Du Page County's targets.
- C. At the bottom of this sheet, fill out the yellow cells under "Cost Allocation" to insure you have sufficient HOME assisted units in the project.

1) Application

- A. This is the general application form.
- B. Fill in all applicable yellow cells. Many sections will prompt you with drop-down menus. Some cells will initially be blank and will be populated once you have completed the other worksheets in this workbook.
- C. The application refers to "Required Attachments". These are listed at the end of this Instructions page.
- D. When you print a hard copy of this file, be sure to carefully read and sign the certifications on the final page.

1a) Properties

- A. This is a subsidiary sheet to the Application form.
- B. Enter requested info about properties in the project site(s) & s properties owned by the applicant and its affiliates.

2) Rent Limits

- A. *Utility Allowances*: Indicate the type of utilities the project will have, as well as which will be paid by owner and which by tenants. For utilities paid by tenants, enter the applicable utility allowance for each using the utility allowance tables provided on this worksheet.
- B. Review Du Page County's Contract Rent Limits. These represent the maximum starting rents you will be able to charge tenants. HUD often allows modest rent increases over time.

3) Units & Revenue

- A. *Unit Distribution*: For each bedroom type, enter the requested information. Be sure to enter the Contract Rent—the rent you will be charging tenants or rent that a voucher will provide.
- B. *Square Footage Breakdown*: Enter the commercial square footage and common area square footage, if applicable.
- C. *Other Income*: Enter other sources of revenue you are reasonably sure the project will receive.
- D. *Annual Operating Subsidies*: If the project will receive operating subsidy, enter the source & amount.

4) Operating Budget

- A. Enter a vacancy rate. A default % comes from Sheet #0. You may modify this as appropriate.
- B. Enter the expenses for Year 1 of stabilized operations.
- C. Review the Estimated Mortgage calculations. This is the permanent debt Du Page County anticipates your project can support.

5) Operating Cash Flow

A. This cash flow charts revenue and expenses over 20 years to see how a project performs financially. You may not need to enter any information, but you should make sure the project has sufficient debt coverage ratios and cash flow throughout whatever compliance period applies to the funding you seek.

B. You may modify the default inflation or vacancy factors. Be prepared to justify your changes.

6) Development Budget

A. Enter development costs. Note that construction costs are entered on the 7) *Construction Budget* sheet.

B. The worksheet will automatically calculate Total Development Costs (TDC).

7) Construction Budget/Costs

A. Enter detailed construction costs.

B. Note Du Page County's % limits for overhead, general conditions and profits. Be sure to stay within these limits.

C. After completing, check the Development Budget to insure costs transferred properly.

8) Sources & Uses Summary

A. Enter all permanent sources of funding, financing, and equity, along with interest rates and terms where applicable.

B. Enter all construction sources along with interest rates. Some may be identical to permanent sources.

C. Check to be sure permanent sources = uses and that construction sources = uses.

D. Enter any additional information you wish to provide Du Page County in the "Developer's Notes" section at the bottom of the

9) CNA (Capital Needs Assessment)

A. Complete this sheet to determine if your project can afford future capital improvements during the HOME compliance period- during which time you may not receive additional HOME subsidy for the project

How to Apply

1) Email this electronic application/proforma in Excel to:

DuPage County Community Development Commission

communitydev@dupagecounty.gov

2) Mail a hard copy of this entire application/proforma along with the Required Attachments listed above to:

**DU PAGE COUNTY
HOME RENTAL COMPLIANCE CHECKS**

Project: Taft and Exmoor Project Number: HM21-05/HM22-02/HM23-02

Underwriting Standards

	Target	Applicant's #	If outside limits, briefly explain.
Vacancy Rate Year 1-4	8.0%	6.14%	We are using a blended vacancy rate per IHDA standards. 8% for non-subsidized units, 5% for units with Project-based vouchers
Vacancy Rate Year 5-15	8.0%	6.14%	see above
Rent Inflation Rate Years 1-3	0.0%	2.0%	Per IHDA underwriting standards
Rent Inflation Rate Years 4+	1.0%	2.0%	Per IHDA underwriting standards
Operating Cost Inflation Rates			
Administrative	3.0%	3.0%	
Operating	3.0%	3.0%	
Maintenance	3.0%	3.0%	
Utilities	3.0%	3.0%	
Real Estate Taxes	4.0%	3.0%	
Insurance	3.0%	3.0%	
Reserves	3.0%	2.5%	Equity Investor underwriting standards are 1%.
Replacement Reserve - Rehab	\$450		
Replacement Reserve - New Construction	\$400	\$450	
Annual Operating Costs Per Unit	\$5,500	\$9,920	
Debt Coverage Ratio Year 1 - Minimum*	1.20	1.31	
Lowest DCR through entire HUD affordability period	1.15	1.15	

* DuPage County recognizes that a DCR in early years may be greater than 1.2 in order to ensure long term viability of the project through the HUD required affordability period.

Household Income Limits:

PJ: DuPage County

Targeted Income	Household Size					
	1	2	3	4	5	6
30% AMI	\$25,200	\$28,800	\$32,400	\$35,950	\$38,850	\$41,750
50% AMI	\$42,000	\$48,000	\$54,000	\$59,950	\$64,750	\$69,550
60% AMI	\$50,400	\$57,600	\$64,800	\$71,940	\$77,700	\$83,460
(HOME Limit) 80% AMI	\$67,150	\$76,750	\$86,350	\$95,900	\$103,600	\$111,250

Effective: 06/01/2025

HOME Gross Rent Limits

	Low-HOME	High-HOME	FMR
0 Bedrooms	\$1,050	\$1,345	\$1,458
1 Bedroom	\$1,125	\$1,443	\$1,560
2 Bedrooms	\$1,350	\$1,733	\$1,761
3 Bedrooms	\$1,558	\$1,993	\$2,262
4 Bedrooms	\$1,738	\$2,204	\$2,657

Effective: 06/01/2025

Development Costs Standards

	Minimum Required	Maximum Allowed	Notes	Project #s	Within Limits?
Construction Contingency					
New Construction	5.0%	7.5%	of construction - recommendation only	3.1%	FALSE
Rehab	7.5%	10.0%	of construction - recommendation only		
Developer Fee					
New Construction	N/A	12.0%	of TDC - Identities of interest may lower this limit.	8.6%	Yes
Rehab	N/A	12.0%			
Contractor's Overhead, Profit, Gen Conditions					
Total Limit	N/A	14.0%	of construction	11.4%	Yes

HOME Cost Allocation

		State HOME Units	County HOME Units
TDC for Residential & Common Space	\$21,918,367		
Total HOME Funds Requested	\$1,750,000	\$0	\$1,750,000
HOME Subsidy as % of Total Development Costs	8.0%	0	0.079841714
Total Units	42		

Required HOME Units

	Minimum HOME Requirement		Number applicant has agreed to:	
	State HOME Units	County HOME Units	State HOME Units	County HOME Units
# of HOME-Assisted Units	0	4	0	10
# of Low HOME Units		0	0	10
HOME Subsidy Per Unit	\$437,500		\$175,000	

See other tests below for subsidy limits & non-comparable units.

Minimum HOME Affordability Period

20 Years

Breakdown of HOME Units Required by Bedroom Type:			Required HOME Units
Bedrooms	# of Units	HOME as % TDC	(Estimated)
0 Bedroom	11	8.0%	0.9
1 Bedroom	17	8.0%	1.4
2 Bedroom	14	8.0%	1.1
3 Bedroom	0	8.0%	0.0
4 Bedroom	0	8.0%	0.0
Total	42	Rounded Total:	4.0

Actual Breakdown of HOME U (Must match or exceed requirements listed above.)

Bedroom Type	# High HOME Units	# Low HOME Units	Total
0 Bedroom	0	3	3
1 Bedroom	0	4	4
2 Bedroom	0	3	3
3 Bedroom			0
4 Bedroom			0
Total	0	10	10

HOME Subsidy Limits:

Bedroom Type	# Units	HUD HOME Section 234 Subsidy Limit	Gross Maximum Subsidy	
0 Bedroom	3	\$181,488.00	\$544,464	
1 Bedroom	4	\$208,048.80	\$832,195	
2 Bedroom	3	\$252,993.60	\$758,981	
3 Bedroom	0	\$327,292.80	\$0	Subsidy Limits Effective: 2/13/2024
4 Bedroom	0	\$359,263.20	\$0	
Maximum HOME Subsidy Allowed			\$2,135,640	
HOME Funds Requested			\$1,750,000	
Within Limits?			Yes	

Non-Comparable Units Test (for mixed-income projects)

Are the project's units comparable in terms of bedrooms, bathrooms & size? \$553

Development costs per residential square foot: \$553

Calculation of Eligible Costs for HOME Units:

Type of HOME Unit	SqFt/Unit	# of HOME Units	Estimated Development Costs	HOME SqFt
			\$0	0
			\$0	0
			\$0	0
			\$0	0
			\$0	0
			\$0	0
			\$0	0
			\$0	0
		0	\$0	0
Common Space Attributable to HOME Units:		0	\$0	0.0%
Total Eligible Development Costs for HOME Units			\$0	
HOME Funds Requested			\$1,750,000	
Sufficient Eligible Costs?			NO	

HOME Match Calculation

List the sources of HOME Match in this project:

Source	Amount of Match	Form of Permanent Contribution to Affordable Housing	Notes

DU PAGE COUNTY HOME RENTAL PRODUCTION APPLICATION

Last Date Modified: **11/14/2025**

PROJECT NUMBER(S): **HM21-05/HM22-02/HM23-02**

A. General Information

Development Information

Development Name:	Taft and Exmoor		
Street Address:	640 Taft Avenue	Census Tract:	
Municipality:	Glen Ellyn	IL	Zip: 60137
			8427.06

Total number of rental units planned	42	units
Number of income restricted HOME Units planned	10	units
Construction Type	New Construction	
Housing Type	Multi-Story w/Elevator	Fixed or Floating Units? Fixed

Project Summary Briefly describe your project. *Please note that many sections of this application will not apply to homebuyer projects. Please contact CDC staff for guidance if your project is a homebuyer project.*

Taft and Exmoor is a proposed 42 unit integrated permanent supportive housing development located on an amenity rich commercial corridor in Glen Ellyn, IL designed to serve both working families and persons with disabilities on a site just under one acre in area. The project will be a mix of studio, one bedroom, and two bedroom units, and the building will contain amenities such as on-site laundry, a fitness room or library, business center, resident lounge, on-site property management, maintenance, and supportive services. Units will incorporate elements of universal design and achieve Enterprise Green Communities certification. Tenants will be able to access services such as case management, financial literacy and credit counseling, benefits coordination, counseling, and health and wellness services; all funded by Full Circle's philanthropic service model.

The potential for the development of high-quality inclusive housing at this location provides a rare opportunity to address critical need for affordable, accessible housing that is close to jobs, good schools, recreation, and other resources. The site has a vacant three-story motel building adjacent to an unoccupied lot and is identified as a priority re-development site by the Village of Glen Ellyn. This location is excellent for housing with access to public transportation, grocery stores, financial services, and restaurants.

Funding Request (info from other worksheets)	Total	Per Unit
DuPage County Funding Request	\$1,750,000	\$41,667

Proposed use of DuPage County funds: **Multiple Activities** (More info will be provided in a schedule below.)

B. Developer Information

Entity Name:	Full Circle Communities, Inc.	Federal I.D. #:	36-4382850
Contact Person:	Mary Donoghue	Phone:	312-530-9600
Address:	310 S Peoria St, Suite 500	Email:	mdonoghue@fccommunities.org
City:	Chicago	State:	IL
		Zip:	60607
DUNS #	79415084	CCR#	
		Expiration Date:	

Legal Form:	Non-Profit Corp
Is entity registered and in good standing with the State of Illinois?	Yes
Has a non-profit determination been made by the Internal Revenue Service?	Yes
IRS Code designation:	501(c)(3)
Will the proposed project be developed, owned, or sponsored by a currently certified Community Housing Development Organization (CHDO)?	No
Is CHDO designation from Du Page County?	No
Is the entity a Certified Minority-owned Business Enterprise (MBE)?	No
Certifying entity:	
Is the entity a Certified Woman-owned Business Enterprise (WBE)?	No
Certifying entity:	
Is the entity a Certified Section 3 Business entity?	No
Certifying entity:	

Describe the ownership structure of the project and explain the role of any non-profits in the project.

Taft and Exmoor Apartments will be owned by Taft and Exmoor LP, an Illinois Limited Partnership. National Equity Fund will be the Limited Partner. Taft and Exmoor GP LCC is the General Partner. Full Circle Communities, Inc, a 501c3 nonprofit, is the sole member of the General Partner.

General Partner/Corporate Officer Information (if applicable)

(List Managing General Partner on first line.)

Name:	Fed. ID	Owner-ship %

Properties Currently Owned by Applicant & Affiliate Entities

On the worksheet "1a)Properties" enter all properties owned by the applicant and its affiliated entities. Du Page County will check each address for outstanding taxes, code violations, etc.

C. Development Plan Information

Total number of Buildings planned: 1 buildings

Age of existing Building(s): N/A years old

of Stories: stories

Structural System	Frame	Other:	Parking	Parking Pad/Driveway
Basement	Slab	Other:	Other Parking:	
Exterior	Other	Other: Brick and Cement board	Sanitary Sewer	Public Sewer

Will this project target special populations? Yes

If yes, indicate which populations: Other Veterans and People with disabilities

How many units will be fully accessible for the handicapped? 9; Includes 1 Sensory Unit

Describe accessibility improvements/features of the proposed units.

The building will be elevator served. All units will have universal design features such as wider doorways, lever door handles, rocker light switches, adjustable height shelving in closets, switches and controls mounted at an accessible height, and accessible appliances (range, refrigerator). Additionally, all common areas (laundry, community room, computer lab and so forth) will be accessible.

Will the project exceed the Americans with Disabilities Act standards & make units barrier free? Please explain.

Yes, there will be at least 15% Type A accessible units. Two units will be UFAS/Section 504 compliant. All units will be adaptable.

Will the project address unique physical needs with special site/design features that will substantially add to costs? Please explain.

N/A

Energy and Equipment Information

DuPage County requires that applicants use energy-efficient components.

Describe the energy-efficient features/techniques (effective insulation, high performance windows, tight construction & ducts, appliances, efficient heating & cooling equipment, etc.) which will be used:

Taft and Exmoor Apartments will be Enterprise Green Communities (EGC) certified. EGC is a robust green certification program for affordable housing properties. EGC takes a holistic approach to sustainability, focusing not only on building materials but on resident health and wellbeing as well. Energy Efficiency features will include EnergyStar appliances and WaterSense fixtures, high-performance windows, continuous exterior insulation (provides a tighter building envelope) and high-efficiency HVAC. As part of the EGC certification, the building will also be EnergyStar certified.

Have you joined the Energy Star Partnership? No

Anticipated Energy Star third-party inspection date (Provide Independent Rater/Inspector Name & Service Area):

Eco Acheivers (serves Chicagoland Area). Anticipated date 5/1/2026

	Energy Star?	Other green amenities:
Heating System: Heat Pump	Yes	on-site stormwater detention, low VOC paints and adhesives, watersense fixtures
Air Conditioning System: Other	Yes	
Domestic Hot Water: Gas	Yes	

Equipment included with Income Restricted Units (check all that apply)

<input checked="" type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Kitchen Exhaust Duct	Other:
<input checked="" type="checkbox"/> Range & Oven	<input type="checkbox"/> Ceiling Fans	<input checked="" type="checkbox"/> Common On-site Laundry	
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Fireplace	<input type="checkbox"/> Security Alarm	
<input type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Blinds/Drapes	<input type="checkbox"/> Laundry Equipment	

D. Site Information

On the worksheet "1a)Properties" enter all properties included in the project site(s).

Project Site Area (utilized for proposed development):	0.92	Acres
Is the project in a national or local historic district?		No
Have you already acquired the project property?		No
Was the property occupied at the time you obtained ownership?		
If vacant at purchase, how many months had it been vacant?		N/A
Did/will you acquire the property with clear title and no debt?		Yes
Is this an "Arms-Length" Transaction, meaning the buyer and seller are acting independently and have no relationship to one another?		Yes

Explain the relationship between buyer and seller. Provide a copy of the sales contract. If the sales contract cannot be provided at the initial application stage, it will be a requirement to receive a firm Financing Commitment.

Full Circle Communities, Inc. has a Letter of intent to purchase the property from the Village of Glen Ellyn. A Purchase and Sale Agreement was approved by the Village Board on 2/26/24 and is awaiting signature.

Does current site zoning allow the proposed residential use?	No
If no, please explain what steps have been or will be taken to obtain zoning approval.	

We are in the process of re-zoning the property to residential use. The property will be re-zoned to a zoning designation of R-4.

Will the current site(s) require lots to be subdivided?	No
---	----

Are the following utilities now located on the site?

Public Water Supply	Yes	Private Water	
Public Sewer System	Yes	Private Sewer	
Natural Gas Distribution System	Yes	Broadband	Yes
Electric Power System	Yes		
Cable Television System	Yes		
Telephone System	Yes		

Are the following conditions present at the proposed development site?

In or includes a wetland?	No	Standing water	No
All or part in 100-yr. floodplain	No	Creek, lake, river frontage	No
Railroad tracks within 300 feet	No	Ravines or steep grades	No
High tension wires	No	Industrial sites	No
High noise levels	No	Commercial sites	Yes
Hazardous waste sites	No		

Are you aware of any other environmental hazards that are on or near the site?	Yes
--	-----

Are there any soil, slope or erosion concerns associated with the site?	No
---	----

Has a Phase One Environmental Assessment been done for the site?	Yes
--	-----

Required for New Construction on Vacant Land

Are there any other environmental issues you wish to bring to our attention?	Yes
--	-----

Please Describe any other unusual site conditions:

The property is adjacent to commercial uses, including a gas station. The Phase I report identified this adjacent use as a Recognized Environmental Condition. A Phase II for the site was completed in early April 2024. The Phase II found that no further investigation is needed, as the VOCs found in the soil and gas samples were at concentrations below the applicable Remediation Objective thresholds. The report recommended use of a full concrete slab-on-grade foundation, which is included in the design.

Is this a residential property for which construction was completed on or after 1/1/78?	No
Is this a zero bedroom dwelling unit or SRO?	No
Is housing exclusively for the elderly or disabled, disallowing children <6 as residents?	No
Has the property already undergone lead abatement?	No
Is this unoccupied residential property which is to be demolished?	Yes
Is this property going to be used for a purpose other than human residential habitation?	No
Is this rehab which will not disturb a painted surface?	No
Is this an emergency action which must be undertaken immediately to safeguard human life?	No
If there is an existing structure, has it been tested for asbestos-containing materials (ACM)?	Yes
If there is an existing structure, has it been tested for Radon?	No

E. Market Analysis & Leasing

Applicants will be required to submit a market assessment demonstrating the need for & marketability of the proposed project. Market Analyses may be conducted in-house or by a 3rd party professional. Please refer to the HOME Application Template Guidance.

Describe how you determined the need/market demand for the proposed project.

The Village of Glen Ellyn identified affordable housing as a community need during their planning process for redeveloping the Taft & Exmoor sites. In 2023, the village conducted a Housing Assessment that confirmed the need for additional affordable housing. Please see attached for a 3rd party market study, completed in March 2024.

Explain how you arrived at the projected rents:

The proposed rents for non-subsidized units are within the current LIHTC rent limits for each unit's income designation. The rents for the PBV-supported units align with the current DuPage Housing Authority payment standards. A market study confirmed these rents are achievable.

How will you insure lease-up to eligible tenants within 18 months?

Staff will create a property interest list at the start of construction. About 3-4 months before being placed in service, staff will release applications and create a property waitlist. Tenants will be qualified and approved from the waitlist after the screening process. The market study anticipates a lease-up period of 3 months.

Have you completed an Affirmative Marketing Plan?
(Required for projects with 5+ HOME units.)

No

Is there anything in proximity to the project that could have a noteworthy positive or negative impact on the marketability of this development? Please describe:

Taft and Exmoor Apartments are situated in an amenity-rich location along Roosevelt Road, in the heart of one of Glen Ellyn's major commercial corridors. The specific site is in proximity to essential services, employment opportunities, and major roadways, enhancing the desirability of the site. The site is located within walking distance or accessible to many economic opportunities available in the retail/commercial, healthcare, and office sectors. The largest employer in Glen Ellyn is the College of DuPage, one of the largest community colleges in the United States. Major roadways near the site also provide commute benefits due to its proximity to Chicago.

F. Previous Development Experience

How many full-time equivalent (FTE) employees will be working on the project?

2.50

Has the developer completed other residential development projects?

Yes

If yes, please answer the following:

How many projects has the developer completed?

17

How many dwelling units has the developer been responsible for producing?

New Construction # units 759 Rehab # units: 723

List most recently completed projects:

Project Name	Address	Construction Type	Tenure Type	Target Residents	# Units	Total Devel. Costs
6001 W Lawrence Ave	6001 W Lawrence Ave Chicago, IL 60630	New	Rental	Low/Mod Income	48	
Torrence Place	2320 Thornton Lansing Rd Lansing, IL 60438	New	Rental	Low/Mod Income	48	
5150 Northwest Highway	5150 N Northwest Hwy Chicago, IL 60630	New	Rental	Low/Mod Income	75	
REC Center	61 Clairmount Ave Detroit, MI 48202	New	Rental	Low/Mod Income	43	
Summit Park Apartments	1117 Summit Ave Kalamazoo, MI 49006	New	Rental	Low/Mod Income	33	

Describe the experience of the specific staff members who will manage this project. Attach resumes.

Please see attachment F.

If developer has been involved in residential development projects in some other capacity, please specify:

Full Circle Communities, Inc has also acquired 539 units of affordable housing in Illinois and Michigan since 2021. We intend to rehab these properties as needed and maintain long term affordability on them.

If developer/team has completed previous HOME units in any jurisdiction, are there any outstanding performance issues to be resolved? If yes, please explain.

No known performance issues.

G. Ongoing Management Experience, Structure & Capacity

Who will perform property management?	Developer/Owner will manage in-house
Name of management staff/company:	Full Circle Management LLC
How many units is your staff or 3rd party mgt company currently managing?	1,214
How many HUD income-restricted units is your staff/mgt company currently managing?	1,111

Describe staff/mgt company's experience managing HUD income-restricted rental units.
Please see attached Experience Certification form.

Describe how the roles of property management, asset management & ongoing compliance will be delegated.
The property will have 3 on-site staff: a property manager, a maintenance technician, and a supportive service provider. Site staff will be overseen by Regional Supervisors and supported by regional administrative assistants. Above them, Full Circle has corporate staff dedicated to asset management, compliance, and facility operations. These staff review lease up files, ensure reporting requirements are met, and prepare for ongoing inspections and file audits. All staff are training in fair housing and other compliance requirements like NSPIRE standards.

H. Existing Loan Subsidies in Developments to be Acquired

Does your development plan include acquisition of units with existing subsidies? **No**

If yes, please indicate the kind of existing subsidy.
N/A

Does your development plan seek to preserve federally-assisted low-income housing which would otherwise convert to market rate use through mortgage prepayment, foreclosure or expiring subsidies? **No**

I. Rental & Operating Assistance Information

Do you expect to receive or are you currently receiving any rental subsidies for this development? **Yes**

If you answered yes, please check the types of subsidy expected: **Project Based Rent Subsidy**

If you answered yes, please describe the source and purpose of subsidies:
Project-based vouchers will be provided by the DuPage Housing Authority.

Number of units expected to receive assistance:	26	units
Number of years in assistance contract:	30	years

J. Supportive Services Information

If you plan to provide supportive services to your tenants, please provide the following:

Description of the population to be served:
The target population for this development is people with disabilities. 55% of units will be reserved for people with disabilities and the remaining units will have a preference for people with disabilities, meaning otherwise qualified applicants with disabilities are bumped up on the waitlist. Seven units will be reserved for referrals through IHDA's Statewide Referral Network.

Will participation in supportive services be mandatory? **No**

Description of the services to be provided and how they will be provided:
Please see Attachment J. Supportive Services Information - Supportive Service Plan

K. Development Schedule

For each item in the chart below, enter the month and year that the item was accomplished, or for future events, the month and year when that item is expected to be accomplished. If an item does not apply to your development, enter N/A or leave blank.

		Month	Year	Draw on PJ funds
Site	Option	July	2023	
	Contract	February	2024	
	Closing	August	2025	
	Zoning	February	2025	
	Site Analysis			
Construction Financing	Application Submission	March	2024	
	Conditional Commitment	March	2024	
	Firm Commitment	December	2024	
	Closing	August	2025	
Plans	Preliminary Drawings	February	2024	
	Working Drawings	November	2024	
	Permits	August	2025	
Construction Loan Closing		January	2026	
Construction Start		January	2026	\$1,575,000
Marketing Start-Up		July	2026	
Construction Complete		January	2027	\$175,000
Unit(s) Fully Leased		May	2027	
Total Construction Schedule:		12	months	\$1,750,000

L. Development Team Information

	Name	Address	Phone	Certified MBE	WBE	Worked together previously?
Project Mgr:	Mary Donoghue /Full Circle Communities	310 S. Peoria Street, Suite 500. Chicago, IL 60607	312-530-9600	No		Yes
Contractor:	Dustin Merritt / Burling Builders	44 W 60th St, Chicago, IL 60621	773-241-6810	Yes		No
Consultant:						
Attorney:	Applegate & Thorne-Thomsen	Suite 1900, Chicago, IL 60605	312-491-2207	No		Yes
Property Manager:	Corina Pitsenbarger	310 S. Peoria Street, Suite 500. Chicago, IL 60607	312-530-9601	No		Yes
Architect:	Cordogan Clark & Associates	716 N Wells St, Chicago, IL 60654	312-943-7300	No		Yes
Engineer:						

Track record of prime contractor — list the contractor's five most recently completed projects:

1. Richton Park Senior Apartments - 4121 Sauk Trail, Richton Park, IL
2. Edwin Berry Manor Apartments - 737 E. 69th Street, Chicago, IL
3. Wisdom Village Northlake II - 56 East North Avenue, Northlake IL
4. Barbara Jean Wright Apartments - 14th & Morgan, Chicago, IL
5. HACC Albert Goedke & Armond King - Skokie and Arlington Heights, IL
Additional Information:

Does developer/applicant/sponsor hold a direct financial interest in any team member or entity? Yes

If yes, provide details of the relationship:

Full Circle Management LLC is the property management subsidiary of Full Circle Communities, Inc, the sponsor/applicant.

Is the Developer, Sponsor, or any other Development Team Member related to a Du Page County elected official or employee? Please note separate Conflict of Interest Disclosure forms required. No

If yes, provide details:

Is the developer/applicant/sponsor or any development team member, including any of their owners, partners, or board members CURRENTLY DEBARRED from Federal contracting opportunities by any agency of the Federal Government? (www.sam.gov)

No

If yes, please provide details:

Is the developer/applicant/sponsor or any development team member, including any of their owners, partners, or board members EVER BEEN DEBARRED from Federal contracting opportunities by any agency of the Federal Government? (www.sam.gov)

No

If yes, please provide details:

Has any development team member been subject to a HUD Office of the Inspector General audit or investigation?

No

If yes, please provide details & current status of audit or investigation:

M. Relocation

Relocation is the moving of existing residential or commercial occupants from their current space.

Relocation can be extremely costly and is strongly discouraged.

Have you already acquired the project property?	No
Was the property occupied at the time you obtained ownership?	0
If vacant at purchase, how many months had it been vacant?	N/A
Will your development require any households to move temporarily?	No
# of households to move temporarily:	
Will your plans require any occupants to move permanently?	No
# of households to move permanently:	
Will your development require any commercial occupants to move?	No
# of commercial occupants to move:	

If you answered yes to any of the above questions, describe your relocation plan.

N/A - no relocation

N. Required Application Attachments

- | | |
|---|--|
| 1 Project Area Map Identifying Location | 12 Affirmative Marketing Plan for Lease Up & Tenant Selection Plan |
| 2 Proof of Site Control* such as Deed, Purchase Agreement, Option, or Closing Statement | 13 Current Letters of Commitment for Project Financing/Funding. All letters must be provided <i>prior</i> to County commitment of HOME funds. |
| 3 Plans, Specs, Drawing, Renderings | 14 Developer or Personal Financial Statement |
| 4 Market Study/Needs Assessment | 15 Developer's Annual Operating Budget or Non-Profit Audit |
| 5 Appraisal Supporting Acquisition Price* | 16 Current Letters of Support* |
| 6 Developer Staff Resumes/References | 17 Current Letters of Partnership* |
| 7 Detailed Relocation Plan*. You are strongly encouraged not to cause any relocation. | 18 Board Resolution authorizing position to submit application &, if funded, execute the Agreement & abide by terms |
| 8 Detailed Construction Cost Estimate | 19 Completed & Executed Conflict of Interest Disclosure |
| 9 Quotes or other agreements substantiating key professional costs | 20 Agreements governing the various reserves to be capitalized at closing. Reserves cannot be drawn later as fees or distributions. |
| 10 Basis for estimating other soft costs including capitalized reserves. | 21 LIHTC projects: Documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the entity who will syndicate & sell the offering. |
| 11 Lead, ACM, and/or Radon test results* | 22 An <i>actual</i> operating budget from an <i>actual</i> project similar to the proposed project. |

***If Applicable**

Please Note: If funded, a third party appraisal will be required to substantiate the value of the land and the value of the property after rehabilitation or the structure being built. The County may utilize the assessed value as published by the DuPage County Supervisor of Assessor's Office.

O. Applicant Certifications

I certify that submission of this application has been duly authorized by the governing body of the applicant and that all information contained in this application and its attachments is complete, true, and accurate to the best of my knowledge.

I certify that all forms of governmental assistance sought or already secured for this project are listed on the Sources & Uses section of this application. The applicant also certifies that should other governmental assistance be sought/secured in the future, applicant shall notify Du Page County promptly (within 5 business days).

I understand that awards will be made on a competitive basis and Du Page County may award an amount less than requested. I understand that Du Page County has no obligation to make a grant or loan to the applicant. I am aware that incomplete or late applications may not be accepted or considered for funding.

I further understand that submission of this application renders it a public document subject to the Freedom of Information Act.

Applicant Signatures:

Owner, Developer, Executive Director:

Joshua Wilmoth

Printed Name

Signature on file

Signature

President & CEO, Full Circle Communities, Inc.

Title

11/14/2025

Date

Chief Elected Officer Signature (Board Chair)

Celia Smoot

Printed Name

Signature on file

Signature

Board Chair, Full Circle Communities, Inc.

Title (Board Chair, President, etc.)

11/14/2025

Date

Addendum to Application Form

Project: Taft and Exmoor

Project #: HM21-05/HM22-02/HM23-02

◆ **Properties Included in the Project Site(s)**

	Street Address	Zip	Year # of Built Units	Parcel #	Form of Site Control	Acquisition Price (actual or anticipated)	Date of Appraisal
1	640 Taft Ave, Glen Ellyn IL	60137	N/A	05-23-200-	Purchase Contract	\$1,750,000	9/22/2025
2							
3							
4							
						\$1,750,000	

◆ **Code Violations and/or Outstanding Taxes**

If you are aware of code violations and/or outstanding taxes on properties located in DuPage County that are owned by your organization or by affiliates, please describe such issues below and explain how you are addressing them.

There are no known code violations or outstanding taxes on the properties owned by Full Circle Communities or its affiliates in DuPage County.

◆ **Other Properties Currently Owned by Applicant**

Enter all properties in DuPage County owned by the applicant and its affiliated entities that are located inside DuPage County. DuPage County will check addresses for outstanding taxes, code violations, etc. If the form below does not offer enough space, you may submit a complete list in a separate document.

	Street Address	Zip	Parcel #
1			
2			
3			

◆ **Properties Currently Owned by Affiliate Entities**

Affiliate Entity 1: AR Preservation LP

	Street Address	Zip	Parcel #
1	Autumn Ridge Apartments, 326 S President St, Carol Stream	60188	05-04-401-005
2			

Affiliate Entity 2: Villagebrook Apartments Limited Partnership

	Street Address	Zip	Parcel #
1	Villagebrook Apartments, 244-88 E St. Charles Rd, Carol Stream	60188	05-05-204-012
2			

Affiliate Entity 3:

	Street Address	Zip	Parcel #
1			
2			

Affiliate Entity 4:

	Street Address	Zip	Parcel #
1			
2			

**DU PAGE COUNTY
Utilities & Rent Limits**

Utility Allowance Calculation (use Utility Allowance tables below to look up applicable amounts.)

Utility	Type of Utility (gas, oil, etc.)	Utilities Paid By:	Allowance for Utilities Paid by Tenant Only				
			0 BR	1 BR	2 BR	3 BR	4 BR
Cooking	Electric	Owner					
Other, Lighting	Electric	Owner					
Hot Water	Gas	Owner					
Water		Owner					
Heating	Electric	Owner					
Sewer		Owner					
Trash Collection		Owner					
TOTAL			\$0	\$0	\$0	\$0	\$0

HOME Rent Limits	HOME GROSS Rent Limits			HOME CONTRACT Rent Limits		
	Low-HOME	High-HOME	FMR	Low-HOME	High-HOME	FMR
0 Bedrooms	\$1,050	\$1,345	\$1,458	\$1,050	\$1,345	\$1,458
1 Bedroom	\$1,125	\$1,443	\$1,560	\$1,125	\$1,443	\$1,560
2 Bedrooms	\$1,350	\$1,733	\$1,761	\$1,350	\$1,733	\$1,761
3 Bedrooms	\$1,558	\$1,993	\$2,262	\$1,558	\$1,993	\$2,262
4 Bedrooms	\$1,738	\$2,204	\$2,657	\$1,738	\$2,204	\$2,657

Effective: 06/01/2025 (Rent Limit Minus Utility Allowances)

Utility Allowance Reference Tables

For all TENANT-PAID utilities, look up the allowance for each unit type & size, as listed in the tables below. Be sure to use the allowances for the type of fuel to be installed in your project. Enter the allowances for your units input them in the yellow cells "Utility Allowance Calculation" table at the top of this sheet.

Utility Allowances for Tenant-Paid Utilities

Source: DuPage Housing Authority

Effective:

1/1/2025

Unit Type: All Units DuPage County Except the City of Aurora						
Utility or Service	Monthly Dollar Allowances					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas					
Apartments/Townhouse/Rowhouse/High-Rise	\$15	\$18	\$21	\$24	\$27	\$30
House (Single Family Detached)	\$22	\$26	\$30	\$34	\$39	\$43
	b. Electric					
Apartments/Townhouse/Rowhouse/High-Rise	\$22	\$25	\$34	\$44	\$53	\$62
House (Single Family Detached)	\$51	\$60	\$70	\$80	\$91	\$101
Cooking	a. Natural Gas					
Apartments/Townhouse/Rowhouse/High-Rise	\$2	\$2	\$3	\$3	\$5	\$5
House (Single Family Detached)	\$5	\$6	\$8	\$11	\$13	\$16
	b. Electric					
Apartments/Townhouse/Rowhouse/High-Rise	\$35	\$39	\$47	\$55	\$64	\$72
House (Single Family Detached)	\$44	\$49	\$61	\$73	\$86	\$98
Water Heating	a. Natural Gas					
Apartments/Townhouse/Rowhouse/High-Rise	\$4	\$5	\$7	\$9	\$11	\$13
House (Single Family Detached)	\$5	\$6	\$9	\$11	\$14	\$16
	b. Electric					
Apartments/Townhouse/Rowhouse/High-Rise	\$13	\$15	\$19	\$23	\$28	\$32
House (Single Family Detached)	\$16	\$19	\$24	\$29	\$34	\$40
Monthly Gas Fee - All Unit Types	\$22	\$22	\$22	\$22	\$22	\$22
Water - All Unit Types	\$41	\$63	\$79	\$95	\$111	\$127
Sewer - All Unit Types	\$28	\$24	\$33	\$43	\$52	\$62
Trash - All Unit Types	\$14	\$24	\$24	\$24	\$24	\$24
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11
Air Conditioning						
Apartments/Townhouse/Rowhouse/High-Rise	\$3	\$4	\$5	\$7	\$9	\$10
House (Single Family Detached)	\$3	\$3	\$7	\$11	\$14	\$18

**DU PAGE COUNTY
Unit Information & Gross Revenue Potential**

Project: Taft and Exmoor

Developer: Full Circle Communities, Inc.

Efficiency Units	% AMI Targeted	# of Units	Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit	Total Sq Footage
PBV+SRN	< 30%	3	1	437	\$1,320	\$3,960	\$47,520	\$1,050	1311
Low HOME	< 30%	3	1	437	\$598	\$1,794	\$21,528	\$1,050	1311
PBV	50%	2	1	437	\$1,320	\$2,640	\$31,680	\$1,050	874
	< 30%	3	1	437	\$598	\$1,794	\$21,528	\$1,345	1311
Market					\$0	\$0	\$0	\$1,345	0
Subtotal		11				\$10,188	\$122,256	na	4807

3 BR Units	% AMI Targeted	# of Units	Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit	Total Sq Footage
Low HOME					\$0	\$0	\$0	\$1,558	0
Low HOME					\$0	\$0	\$0	\$1,558	0
Low HOME					\$0	\$0	\$0	\$1,558	0
High HOME					\$0	\$0	\$0	\$1,993	0
High HOME					\$0	\$0	\$0	\$1,993	0
Market					\$0	\$0	\$0	na	0
Subtotal		0			\$0	\$0	\$0	na	0

1 BR Units	% AMI Targeted	# of Units	Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit	Total Sq Footage
Low HOME	< 30%	1	1	619	\$641	\$641	\$7,692	\$1,125	619
PBV+SRN	< 30%	2	1	619	\$1,420	\$2,840	\$34,080	\$1,125	1238
Low HOME	50%	1	1	619	\$1,068	\$1,068	\$12,816	\$1,125	619
PBV+SRN+Low HOME	< 30%	2	1	619	\$1,420	\$2,840	\$34,080	\$1,125	1238
PBV	60%	9	1	619	\$1,420	\$12,780	\$153,360	\$1,443	5571
	<80%	2	1	619	\$1,573	\$3,146	\$37,752	\$1,443	1238
Market					\$0	\$0	\$0	na	0
Subtotal		17				\$23,315	\$279,780	na	10523

4 BR Units	% AMI Targeted	# of Units	Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit	Total Sq Footage
Low HOME					\$0	\$0	\$0	\$1,738	0
Low HOME					\$0	\$0	\$0	\$1,738	0
Low HOME					\$0	\$0	\$0	\$1,738	0
High HOME					\$0	\$0	\$0	\$2,204	0
High HOME					\$0	\$0	\$0	\$2,204	0
Market					\$0	\$0	\$0	na	0
Subtotal		0			\$0	\$0	\$0	na	0

2 BR Units	% AMI Targeted	# of Units	Baths	Sq. Ft.	Contract Rent	Monthly Rent	Annual Rent	HOME Contract Rent Limit	Total Sq Footage
Low HOME	< 30%	2	1.5	824	\$769	\$1,538	\$18,456	\$1,350	1648
Low HOME	50%	1	1.5	824	\$1,282	\$1,282	\$15,384	\$1,350	824
					\$0	\$0	\$0	\$1,350	0
					\$0	\$0	\$0	\$1,733	0
PBV	60%	8	1.5	824	\$1,620	\$12,960	\$155,520	\$1,733	6592
	<80%	3	1.5	824	\$1,886	\$5,658	\$67,896	\$1,733	2472
Market					\$0	\$0	\$0	na	0
Subtotal		14				\$21,438	\$257,256	na	11536

Total Units	42	Gross Rent Potential	Monthly Rent	Annual Rent
		Per Unit Avg	\$1,308	\$15,697

Other Income	Monthly	Annually
Miscellaneous & Interest		\$0
Laundry	\$364	\$4,368
Carports/Garages		\$0
Tenant Charges (late fees, insufficient funds, etc)		\$0
Other:		\$0
Totals	\$364	\$4,368

Square Footage Breakdown	
Residential Square Footage	26,866
Common Areas Sq. Ft.	12,802
Commercial Sq. Ft.	-
Total Square Footage	39,668

Operating Subsidy:	(source)				
Amount	Year 1	Year 2	Year 3	Year 4	Year 5

**DU PAGE COUNTY
ANNUAL OPERATING BUDGET**

Project: Taft and Exmoor

Developer: Full Circle Communities, Inc.

REVENUE	<u>Annual</u>	<u>Per Unit</u>	
Gross Rent Potential	\$659,292	\$15,697	
Other Revenue	\$4,368	\$104	
Subtotal	\$663,660	\$15,801	
Combined Vacancy Rate	6.14%	\$40,481	\$964
Adjusted Gross Income	\$623,179	\$14,838	100.0%

OPERATING EXPENSES

Administrative	<u>Annual</u>	<u>Per Unit</u>	
Administrative Salaries	\$39,600	\$943	
Office Expenses	\$10,050	\$239	
Legal	\$1,440	\$34	
Accounting	\$8,000	\$190	
Telephone	\$11,000	\$262	
Monitoring Fee(s)	\$1,050	\$25	
Marketing	\$1,800	\$43	
Other: Management Fee, Other Admin Co	\$49,861	\$1,187	
Subtotal	\$122,801	\$2,924	19.7%

Operating	<u>Annual</u>	<u>Per Unit</u>	
Operating Expense Salaries		\$0	
Janitorial	\$15,000	\$357	
Exterminating	\$3,000	\$71	
Rubbish Removal	\$6,000	\$143	
Security	\$4,000	\$95	
Snow Removal	\$10,000	\$238	
Other: Accommodation Requests, other c	\$11,400	\$271	
Subtotal	\$49,400	\$1,176	7.9%

Maintenance	<u>Annual</u>	<u>Per Unit</u>	
Maintenance Salaries	\$24,000	\$571	
Grounds & Pool		\$0	
Elevator	\$6,000	\$143	
HVAC	\$5,040	\$120	
Plumbing & Electrical	\$5,040	\$120	
Painting/Decorating/Carpet	\$5,250	\$125	
Other: Miscellaneous Repairs	\$4,200	\$100	
Other: Maintenance Supplies	\$2,000	\$48	
Subtotal	\$51,530	\$1,227	8.3%

Utilities	<u>Annual</u>	<u>Per Unit</u>	
Electricity	\$40,000	\$952	
Gas	\$12,000	\$286	
Oil		\$0	
Water & Sewer	\$12,000	\$286	
Other:		\$0	
Subtotal	\$64,000	\$1,524	10.3%

Taxes & Insurance	<u>Annual</u>	<u>Per Unit</u>	
Real Estate Taxes	\$75,000	\$1,786	
Other Taxes		\$0	
Insurance	\$35,000	\$833	
Other:		\$0	
Subtotal	\$110,000	\$2,619	17.7%

Reserves	<u>Annual</u>	<u>Per Unit</u>	
Replacement Reserve	\$18,900	\$450	
Operating		\$0	
FF&E		\$0	
Debt Service		\$0	
Other:		\$0	
Other:		\$0	
Subtotal	\$18,900	\$450	3.0%

Total Operating Expenses **\$416,631** **\$9,920** 66.9%

NET OPERATING INCOME **\$206,548** **\$4,468** 33.1%

Estimated Mortgage

Debt Coverage Ratio Year 1	1.20
Interest Rate	6.50%
Term	16
Annual Payment	\$172,124
Mortgage Amount (PV)	\$1,709,459

This is an estimate only. Actual debt service is entered on the 'Sources & Uses' Sheet.

Net Cash Flow Year 1 \$34,425
Cash Flow Per Unit \$820

**DU PAGE COUNTY
OPERATING CASH FLOW PROJECTION**

Project: Taft and Exmoor

Developer: Full Circle Communities, Inc.

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
REVENUE											
	0.02										
	Years 1-4										
	Years 5+										
Gross Income Potential	2.0% 2.0%	\$659,292	\$672,478	\$685,927	\$699,646	\$713,639	\$727,912	\$742,470	\$757,319	\$772,466	\$787,915
Vacancy Factor	6.1% 6.1%	\$40,481	\$41,290	\$42,116	\$42,958	\$43,817	\$44,694	\$45,588	\$46,499	\$47,429	\$48,378
Other Income	2.0% 2.0%	\$4,368	\$4,455	\$4,544	\$4,635	\$4,728	\$4,823	\$4,919	\$5,017	\$5,118	\$5,220
Operating Subsidy/Reserve Draw		\$0	\$0	\$0	\$0	\$0					
Net Income		\$623,179	\$635,643	\$648,356	\$661,323	\$674,550	\$688,040	\$701,801	\$715,837	\$730,154	\$744,757
<i>Per Unit</i>		\$14,838	\$15,134	\$15,437	\$15,746	\$16,061	\$16,382	\$16,710	\$17,044	\$17,385	\$17,732
OPERATING EXPENSES											
	Inflation Factor										
Administration	3.0%	\$122,801	\$126,485	\$130,280	\$134,188	\$138,214	\$142,360	\$146,631	\$151,030	\$155,561	\$160,227
Operating	3.0%	\$49,400	\$50,882	\$52,408	\$53,981	\$55,600	\$57,268	\$58,986	\$60,756	\$62,578	\$64,456
Maintenance	3.0%	\$51,530	\$53,076	\$54,668	\$56,308	\$57,997	\$59,737	\$61,530	\$63,375	\$65,277	\$67,235
Utilities	3.0%	\$64,000	\$65,920	\$67,898	\$69,935	\$72,033	\$74,194	\$76,419	\$78,712	\$81,073	\$83,505
Real Estate Taxes	3.0%	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008	\$97,858
Insurance	3.0%	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575	\$41,792	\$43,046	\$44,337	\$45,667
Reserves	2.5%	\$18,900	\$19,373	\$19,857	\$20,353	\$20,862	\$21,384	\$21,918	\$22,466	\$23,028	\$23,604
Total Operating Expenses		\$416,631	\$429,035	\$441,810	\$454,965	\$468,512	\$482,463	\$496,830	\$511,625	\$526,862	\$542,552
<i>Per Unit</i>		\$9,919.79	\$10,215.13	\$10,519.28	\$10,832.49	\$11,155.04	\$11,487.21	\$11,829.28	\$12,181.55	\$12,544.32	\$12,917.91
Net Operating Income		\$206,548	\$206,608	\$206,546	\$206,358	\$206,038	\$205,578	\$204,971	\$204,212	\$203,293	\$202,205
<i>Per Unit</i>		\$4,917.82	\$4,919.23	\$4,917.77	\$4,913.30	\$4,905.66	\$4,894.71	\$4,880.27	\$4,862.20	\$4,840.30	\$4,814.40
Du Page Mortgage		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Debt Service		\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084
Debt Coverage Ratio		1.31	1.32	1.31	1.31	1.31	1.31	1.30	1.30	1.29	1.29
CASH FLOW											
<i>Per Unit</i>		\$49,465	\$49,524	\$49,462	\$49,275	\$48,954	\$48,494	\$47,888	\$47,128	\$46,209	\$45,121
		\$1,178	\$1,179	\$1,178	\$1,173	\$1,166	\$1,155	\$1,140	\$1,122	\$1,100	\$1,074
Payments Out of Cash Flow:	Partnership Mgmt Fee	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524
Payments Out of Cash Flow:	Deferred Fee	\$44,465	\$44,374	\$44,158	\$43,811	\$43,326	\$42,697	\$41,917	\$40,979	\$39,875	\$38,597
Payments Out of Cash Flow:	DuPage Mortgage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FINAL CASH FLOW		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Per Unit</i>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**DU PAGE COUNTY
OPERATING CASH FLOW PROJECTION**

Project: Taft and Exmoor

		Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
REVENUE											
	<u>0.02</u>										
	Years 1-4 Years 5+										
Gross Income Potential	2.0% 2.0%	\$803,673	\$819,747	\$836,142	\$852,865	\$869,922	\$887,320	\$905,067	\$923,168	\$941,631	\$960,464
Vacancy Factor	6.1% 6.1%	\$49,346	\$50,332	\$51,339	\$52,366	\$53,413	\$54,481	\$55,571	\$56,683	\$57,816	\$58,972
Other Income	2.0% 2.0%	\$5,325	\$5,431	\$5,540	\$5,650	\$5,763	\$5,879	\$5,996	\$6,116	\$6,239	\$6,363
Operating Subsidy/Reserve Draw											
Net Income		\$759,652	\$774,845	\$790,342	\$806,149	\$822,272	\$838,718	\$855,492	\$872,602	\$890,054	\$907,855
	<i>Per Unit</i>	\$18,087	\$18,449	\$18,818	\$19,194	\$19,578	\$19,969	\$20,369	\$20,776	\$21,192	\$21,616
OPERATING EXPENSES											
	<u>Inflation Factor</u>										
	3.0%										
Administration	3.0%	\$165,034	\$169,985	\$175,085	\$180,337	\$185,748	\$191,320	\$197,060	\$202,971	\$209,060	\$215,332
Operating	3.0%	\$66,389	\$68,381	\$70,433	\$72,546	\$74,722	\$76,964	\$79,272	\$81,651	\$84,100	\$86,623
Maintenance	3.0%	\$69,252	\$71,330	\$73,469	\$75,674	\$77,944	\$80,282	\$82,691	\$85,171	\$87,726	\$90,358
Utilities	3.0%	\$86,011	\$88,591	\$91,249	\$93,986	\$96,806	\$99,710	\$102,701	\$105,782	\$108,956	\$112,224
Real Estate Taxes	3.0%	\$100,794	\$103,818	\$106,932	\$110,140	\$113,444	\$116,848	\$120,353	\$123,964	\$127,682	\$131,513
Insurance	3.0%	\$47,037	\$48,448	\$49,902	\$51,399	\$52,941	\$54,529	\$56,165	\$57,850	\$59,585	\$61,373
Reserves	2.5%	\$24,194	\$24,798	\$25,418	\$26,054	\$26,705	\$27,373	\$28,057	\$28,759	\$29,478	\$30,214
Total Operating Expenses		\$558,711	\$575,351	\$592,488	\$610,135	\$628,309	\$647,025	\$666,299	\$686,147	\$706,588	\$727,638
	<i>Per Unit</i>	\$13,302.64	\$13,698.84	\$14,106.85	\$14,527.03	\$14,959.74	\$15,405.35	\$15,864.25	\$16,336.84	\$16,823.52	\$17,324.72
Net Operating Income		\$200,941	\$199,494	\$197,855	\$196,014	\$193,963	\$191,693	\$189,193	\$186,454	\$183,466	\$180,217
	<i>Per Unit</i>	\$4,784.32	\$4,749.86	\$4,710.82	\$4,667.00	\$4,618.17	\$4,564.11	\$4,504.60	\$4,439.39	\$4,368.23	\$4,290.87
Du Page Mortgage		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Debt Service		\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084	\$157,084
Debt Coverage Ratio		1.28	1.27	1.26	1.25	1.23	1.22	1.20	1.19	1.17	1.15
CASH FLOW		\$43,858	\$42,410	\$40,771	\$38,930	\$36,879	\$34,609	\$32,109	\$29,371	\$26,382	\$23,133
	<i>Per Unit</i>	\$1,044	\$1,010	\$971	\$927	\$878	\$824	\$765	\$699	\$628	\$551
Payments Out of Cash Flow:	<u>Partnership Mgmt Fee</u>	\$6,720	\$6,921	\$7,129	\$7,343	\$7,563					
Payments Out of Cash Flow:	<u>Deferred Fee</u>	\$37,138	\$35,489	\$33,642	\$31,587	\$29,316					
Payments Out of Cash Flow:	<u>DuPage Mortgage</u>	\$0	\$0	\$0	\$0	\$0	\$6,922	\$6,422	\$5,874	\$5,276	\$4,627
FINAL CASH FLOW		\$0	\$0	\$0	\$0	\$0	\$27,687	\$25,687	\$23,496	\$21,106	\$18,506
	<i>Per Unit</i>	\$0	\$0	\$0	\$0	\$0	\$659	\$612	\$559	\$503	\$441

**DU PAGE COUNTY
DEVELOPMENT BUDGET (Uses)**

Project: Taft and Exmoor Developer: Full Circle Communities, Inc.
Project Number: HM21-05/HM22-02/HM23-02

ACQUISITION	TOTAL	Per Unit	Per SF	% TDC
Land	\$1,750,000	\$41,667		
Building		\$0		
Holding Costs	\$60,000	\$1,429		
Other:		\$0		
Other:		\$0		
Total Acquisition:	\$1,810,000	\$43,095	\$45.63	8.3%
HARD COSTS (complete sheet #7)				
General Cond., Overhead & Profit	\$1,535,983	\$36,571		
Construction Hard Costs	\$11,906,630	\$283,491		
Building Permit & Other Local Fees	\$500,000	\$11,905		
Total Construction:	\$13,942,613	\$331,967	\$351.48	63.6%
CONTINGENCY	\$681,254	\$16,220	1717.4%	3.1%
SOFT COSTS				
Architect: Design	\$418,628	\$9,967		
Architect: Supervision	\$140,000	\$3,333		
Civil Engineering	\$42,000	\$1,000		
Green Certification Fees	\$40,000	\$952		
Legal	\$175,000	\$4,167		
Accounting/Cost Certification	\$30,000	\$714		
Survey	\$22,000	\$524		
Appraisal	\$11,000	\$262		
Environmental Report	\$45,000	\$1,071		
Soil Tests	\$50,000	\$1,190		
Market Study	\$10,000	\$238		
3rd Party Cost Estimate	\$2,000	\$48		
Title & Recording	\$50,000	\$1,190		
Marketing	\$40,000	\$952		
Other: Construction supervision & documentation; non-m	\$115,000	\$2,738		
Other: Furniture, Fixtures, and Equipment	\$150,000	\$3,571		
Total Soft Costs:	\$1,340,628	\$31,920	\$33.80	6.1%
PERMANENT FINANCING				
Application Fees	\$2,250	\$54		
LIHTC Fees	\$184,382	\$4,390		
Working Capital/Latent Defects LOC Fee		\$0		
Origination Fees	\$150,501	\$3,583		
Financing Legal Fees	\$60,000	\$1,429		
Lender's Inspecting Architect	\$13,000	\$310		
Bond Insurance Fees		\$0		
Credit Enhancement Fee		\$0		
Bank Escrow Fee		\$0		
Rating Agency Fee		\$0		
Other: IAHTC Reservation Fee	\$25,000	\$595		
Other: IHDA Subsidy Layering Review Fee	\$1,000	\$24		
Total Interim Financing:	\$436,133	\$10,384	\$10.99	2.0%
INTERIM FINANCING				
Construction/Bridge Loan Interest	\$1,059,779	\$25,233		
MIP/Credit Enhancement during construction		\$0		
Servicing Fees during construction		\$0		
Real Estate Taxes during construction	\$20,000	\$476		
Insurance during construction	\$100,000	\$2,381		
Other: GC's P&P bond	\$182,465	\$4,344		
Total Permanent Financing:	\$1,362,244	\$32,434	\$34.34	6.2%
SYNDICATION				
Syndication Legal	\$55,000	\$1,310		
Partnership organizational expense		\$0		
Other:		\$0		
Total Syndication:	\$55,000	\$1,310	\$1.39	0.3%
RESERVES				
Real Estate Tax Reserve	\$36,361	\$866		
Insurance Reserve	\$44,100	\$1,050		
Capital Replacement Reserve	\$31,500	\$750		
Initial Rent-up Reserve		\$0		
Operating Reserve	\$285,913	\$6,807		
Debt Service Reserve		\$0		
Other:		\$0		
Other:		\$0		
Other:		\$0		
Total Reserves:	\$397,874	\$9,473	\$10.03	1.8%
DEVELOPER FEE	\$1,892,621	\$45,062	\$47.71	8.6%
TOTAL DEVELOPMENT COSTS (TDC):	\$21,918,367	\$521,866	\$552.55	100.0%

DU PAGE COUNTY
Construction Budget/Costs (Based on CSI)

Project: Taft and Exmoor Square Feet: 39,668 Units: 42
 Project Number: HM21-05/HM22-02/HM2 Construction: New Construction

		Total Cost	<i>Per Unit</i>	<i>Per SF</i>	<i>% Construction</i>
1. General Requirements		Limit			
<u>A. General Contractor's Markup (See DuPage County General Guidance for further detail)</u>					
Overhead: Expenses necessary to conduct a business. Shall also include costs specific to the project.	14.0%	\$232,933			
General Conditions are functions needed to complete the construction phase: project manager/superintendent/draw related paperwork, field office, site cleaning.		\$604,251			
Profit		\$698,799			
	Subtotal	\$1,535,983	\$36,571	\$38.72	11%
2. Existing Conditions					
Environmental Clearance					
Demolition					
Other					
	Subtotal	\$0	\$0	\$0.00	0%
3. Concrete					
Basement and Garage Floors					
Foundation Walls		\$450,000			
Flatwork		\$93,545			
Other	All concrete				
		\$543,545	\$12,942	\$13.70	4%
4. Masonry					
Foundation Walls					
Veneer					
Fireplace and/or chimney					
Exterior retaining walls					
Other	All Masonry	\$495,000			
	Subtotal	\$495,000	\$11,786	\$12.48	4%
5. Metals					
Structural					
Wrought Iron					
Other:	All metals	\$200,000			
	Subtotal	\$200,000	\$4,762	\$5.04	1%
6. Wood & Composites					
Rough Capentry					
Finish Carpentry					
Other	All Carpentry	\$2,565,000			
	Subtotal	\$2,565,000	\$61,071	\$64.66	19%
7. Thermal & Moisture Protection					
Roofing		\$296,436			
Insulation		\$106,423			
Exterior Siding		\$224,111			
Exterior Trim		\$6,820			
Gutters and Downspouts					
Other					
	Subtotal	\$633,790	\$15,090	\$15.98	5%
8. Openings					
Windows		\$433,376			
Exterior Doors					
Interior Doors					
Garage Door		\$16,111			
Door Hardware					
Other	All Doors, frames & Hardware	\$235,184			
	Subtotal	\$684,671	\$16,302	\$17.26	5%
9. Finishes					
Gypsum Wallboard					
Ceramic Tile		\$70,624			
Flooring (wood, vinyl, carpet, etc.)		\$268,618			
Painting		\$206,010			
Other					
	Subtotal	\$545,252	\$12,982	\$13.75	4%
10. Specialties					
Towel Racks, mirrors, etc.		\$47,687			
Closet racks		\$15,574			
Other	All specialties	\$20,288			
	Subtotal	\$83,549	\$1,989	\$2.11	1%

11. Equipment					
Appliances		\$120,781			
Other	Special Equipment (trash chute)	\$25,851			
	Subtotal	\$146,632	\$3,491	\$3.70	1%
12. Furnishings					
Cabinets					
Countertops					
Window Treatments		\$26,207			
Other	Cabinets, Countertops, and Millwork	\$364,544			
	Subtotal	\$390,751	\$9,304	\$9.85	3%
13. Special Construction					
Accessibility Modifications					
Other	Elevators & Special Equipment	\$247,248			
	Subtotal	\$247,248	\$5,887	\$6.23	2%
21. Fire Suppression Systems					
Sprinkler System					
Other	All Fire Protection	\$192,000			
	Subtotal	\$192,000	\$4,571	\$4.84	1%
22. Plumbing					
Rough Plumbing					
Finish Plumbing					
Fixtures					
Other	All Plumbing	\$1,100,000			
	Subtotal	\$1,100,000	\$26,190	\$27.73	8%
23. HVAC					
HVAC					
Other	All HVAC	\$1,650,000			
	Subtotal	\$1,650,000	\$39,286	\$41.60	12%
26. Electrical					
Rough Electrical					
Fixtures					
Finish Electrical					
Other	All Electrical	\$1,685,000			
	Subtotal	\$1,685,000	\$40,119	\$42.48	13%
27. Communications					
Security & Alarm Systems					
Other					
	Subtotal	\$0	\$0	\$0.00	0%
31. Earthwork					
Excavation					
Trenching					
Backfilling					
Site Grading					
Driveway					
Other	All earthwork	\$220,000			
	Subtotal	\$220,000	\$5,238	\$5.55	2%
32. Exterior Improvements					
Paving		\$219,143			
Fencing		\$7,572			
Final grade and seeding					
Landscaping		\$123,422			
Other	Other site improvements	\$8,055			
	Subtotal	\$358,192	\$8,528	\$9.03	3%
33. Utilities					
Utility Connections					
Other	Site Utilities	\$166,000			
	Subtotal	\$166,000	\$3,952	\$4.18	1%
Total Construction:		\$13,442,613	\$320,062	\$338.88	100%

5. Assess the capacity of the developer/development team.	
a. Completed similar projects successfully?	See underwriting memo submitted as part of the conditional commitment recommendation.
b. Any problem projects current or past?	See underwriting memo submitted as part of the conditional commitment recommendation.
c. Describe evidence developer is financially stable.	See underwriting memo submitted as part of the conditional commitment recommendation.
d. Describe evidence dev staff is sufficient, qualified.	See underwriting memo submitted as part of the conditional commitment recommendation.
e. Concerns/Other info:	See underwriting memo submitted as part of the conditional commitment recommendation.
6. Assess the capacity of the ongoing management	
a. Is there evidence they are managing similar properties successfully?	See underwriting memo submitted as part of the conditional commitment recommendation. See evaluation of affordable rental application worksheet.
b. Any problem projects current or past?	See underwriting memo submitted as part of the conditional commitment recommendation. See evaluation of affordable rental application worksheet.
c. Concerns/Other info:	See underwriting memo submitted as part of the conditional commitment recommendation. See evaluation of affordable rental application worksheet.
7. Examine the Capital Needs Assessment (CNA)	
a. Can the project cover capital improvements throughout the Period of Affordability?	See underwriting memo submitted as part of the conditional commitment recommendation.
b. Is an additional Capital Reserve needed? How will it be funded?	See underwriting memo submitted as part of the conditional commitment recommendation.
c. Concerns/Other info:	See underwriting memo submitted as part of the conditional commitment recommendation.
8. What contingencies should be placed on funding?	See underwriting memo submitted as part of the conditional commitment recommendation.
9. CURRENT RECOMMENDATION FOR FUNDING:	See underwriting memo submitted as part of the conditional commitment recommendation.

Underwriting performed by:

See evaluation of affordable rental application worksheet.		
<i>Name</i>	<i>Title</i>	<i>Date</i>

Du Page County Underwriting Notes		
	Name	Date Entered
See evaluation of affordable rental application worksheet.		

DU PAGE COUNTY
Capital Needs Assessment

Development Name Taft and Exmoor
Owner Full Circle Communities, Inc.
Date Prepared 2/10/2025

Cost Category	Description/Notes	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Landscaping/Irrigation/Drainage												
Concrete Walks/Retaining Walls												
Parking Areas	Seal/Stripe										\$15,000	
Garages/Carports	N/A											
Roofing												
Eavestrough/Downspouts/Flashing												
Balconies/Patios/Steps	N/A											
Exterior Siding												
Doors/Windows												
Lobbies/Halls/Stairs												
Laundry	Laundry Room equipment										\$10,000	
Community Space												
HVAC												
Plumbing/Domestic Hot Water	Replace some fixtures/valves (Yr 12), Replace 1 DWH if needed (Yr 7)							\$3,000				
Fire Safety	check/replace smoke detectors & emergency lights							\$6,000				
Electrical												
Boilers/Pumps												
Elevator												
Unit Flooring/Carpeting	2 units/year starting in year 10										\$4,000	\$4,000
Unit Appliances	2 units/year starting in year 10										\$1,600	\$1,600
Unit Kitchen Cabinet/Countertop											\$2,400	\$2,400
Other												
Other												
Other												

Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000	\$0	\$0	\$33,000	\$8,000	
Annual Inflation Factor 3.00%	Inflation Factor	100.00%	103.00%	106.09%	109.27%	112.55%	115.93%	119.41%	122.99%	126.68%	130.48%	134.39%

Total Units	42	Estimated Total Annual RR Needs		\$0	\$0	\$0	\$0	\$0	\$0	\$10,746	\$0	\$0	\$43,058	\$10,751
Initial PUPY RR	\$450	Starting Balance		\$31,500	\$50,400	\$69,300	\$88,200	\$107,100	\$126,000	\$144,900	\$153,054	\$171,954	\$190,854	\$166,696
Initial Annual RR Deposit	18900	RR Needs		\$0	\$0	\$0	\$0	\$0	\$0	\$10,746	\$0	\$0	\$43,058	\$10,751
RR Deposit Annual Increase	\$18,900	Contribution		\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900
Interest on Reserve	0.00%	Net Annual Change		\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$8,154	\$18,900	\$18,900	(\$24,158)	\$8,149
		Interest Earned		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Ending Reserve Balance		\$50,400	\$69,300	\$88,200	\$107,100	\$126,000	\$144,900	\$153,054	\$171,954	\$190,854	\$166,696	\$174,845

Initial Deposit Needed to Sustain Project	
10 years:	(\$135,196)
15 years:	(\$156,883)
20 years:	(\$185,212)

DU PAGE (
Capital Needs

Development Name Taft and E
Owner Full Circle
Date Prepared 2/10/2025

Cost Category	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Landscaping/Irrigation/Drainage									
Concrete Walks/Retaining Walls									
Parking Areas									
Garages/Carports									
Roofing									
Eavestrough/Downspouts/Flashing									
Balconies/Patios/Steps									
Exterior Siding									
Doors/Windows									
Lobbies/Halls/Stairs									
Laundry									
Community Space									
HVAC									
Plumbing/Domestic Hot Water	\$5,000								
Fire Safety			\$6,000						
Electrical									
Boilers/Pumps									
Elevator									
Unit Flooring/Carpeting	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Unit Appliances	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
Unit Kitchen Cabinet/Countertop	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
Other									
Other									
Other									
Annual Inflation Factor 3.00%	\$13,000	\$8,000	\$14,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
	138.42%	142.58%	146.85%	151.26%	155.80%	160.47%	165.28%	170.24%	175.35%
Total Units 42	\$17,995	\$11,406	\$20,559	\$12,101	\$12,464	\$12,838	\$13,223	\$13,619	\$14,028
Initial PUPY RR \$450									
Initial Annual RR Deposit 18900	\$174,845	\$175,750	\$183,244	\$181,584	\$188,383	\$194,820	\$200,882	\$206,559	\$211,840
RR Deposit Annual Increase \$18,900	\$17,995	\$11,406	\$20,559	\$12,101	\$12,464	\$12,838	\$13,223	\$13,619	\$14,028
Interest on Reserve 0.00%	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900	\$18,900
	\$905	\$7,494	(\$1,659)	\$6,799	\$6,436	\$6,062	\$5,677	\$5,281	\$4,872
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$175,750	\$183,244	\$181,584	\$188,383	\$194,820	\$200,882	\$206,559	\$211,840	\$216,712

Initial Depc
 10 years:
 15 years:
 20 years:

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
TAFT AND EXMOOR LP
PROJECT HM21-05/HM22-02/HM23-02

This AGREEMENT is entered into as of the ____ day of December, 2025, 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 Taft and Exmoor LP, an Illinois Limited Partnership, having a principal place of business at 310 S. Peoria St., Suite 500, Chicago, IL 60607 ("DEVELOPER").

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, by Application for Affordable Housing Funding originally submitted on March 1, 2024 DEVELOPER has submitted underwriting documentation and made application to COUNTY for a loan of a portion of COUNTY's HOME Investment Partnerships Act Funds ("HOME FUNDS") which shall be paid to DEVELOPER and used for the new construction of forty-two (42) rental units, ("PROPERTY") located at 640 Taft Avenue, Glen Ellyn, IL 60137; and

WHEREAS, the final said Application for HOME Rental Production funding, dated November 14, 2025, and executed November 14, 2025, is hereby incorporated into the HOME Investment Partnerships Agreement between the COUNTY and DEVELOPER; and

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved the DEVELOPER'S application and hereby agrees to distribute to DEVELOPER a portion of the total HOME FUNDS allotted to the COUNTY with the portion distributed to DEVELOPER being in an amount and upon the conditions provided herein; and

WHEREAS, DEVELOPER possesses the legal authority to execute an agreement to undertake the activity described herein and 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 DEVELOPER to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the DEVELOPER to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required; and

WHEREAS, the COUNTY and DEVELOPER 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 herein:
 - Exhibit A. Community Development Commission (CDC) Property Standards, as amended in accordance with 24 CFR 92.251 Property Standards and inspections.
 - Exhibit B. Utility Allowances
 - Exhibit C. Proposed Development Budget
 - Exhibit D. Legal Description
 - Exhibit E. HOME Program Year Funding Breakdown
 - Exhibit F. VAWA Lease Addendum
 - Exhibit G. DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
 - Exhibit H. HOME Unit Designations

II. STATEMENT OF WORK; ELIGIBLE COSTS; AND AFFORDABILITY PERIODS

- A. Statement of Work: The DEVELOPER, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs associated with the new construction of forty-two (42) rental units. Ten (10) units in the PROPERTY shall be leased to an income eligible household at a rent not to exceed that allowed under the HOME Program (“PROJECT”).
 - 1. Statement of Work Specifics: The PROPERTY is located at 640 Taft Avenue, Glen Ellyn, IL 60137. After construction, all of the units must meet the property standards set forth in COUNTY’s CDC Property Standards Policy attached hereto as Exhibit A, as amended from time to time, in accordance with 24 CFR 92.251 Property Standards and inspections. PROJECT must be maintained in compliance with 24 CFR 92.251 for the duration of the HOME Affordability Period. Compliance with property standards will be determined via on-site inspections, as required under 24 CFR 92.251. PROJECT must meet or exceed the 2021 International Energy Conservation Code (IECC) or ASHRAE 90.1-2019, per Federal Register Notice (FR-2671-N-03) published 04/26/2024. Enterprise Green Communities

(EGC) certification will be accepted to demonstrate meeting or exceeding the 2021 IECC and ASHRAE 90.1-2019, and must be provided at project completion. The PROJECT contains forty-two (42) units of rental housing, and ten (10) units shall be fixed HOME units (“HOME Program Units”) in accordance with the table below. DEVELOPER and COUNTY shall identify the specific initial HOME Program Units no later than the time of initial occupancy. The HOME Program Units shall be leased using a lease form that complies with HOME regulations, including those found at 24 CFR Part 92.253, as amended, and any and all applicable provisions of HOME program rules, and that has been reviewed and approved by the COUNTY. The COUNTY must approve any proposed changes to the lease prior to execution by any tenant occupying a HOME Program Unit. Said HOME Program Units shall comply with the Current Maximum Allowable Rents for Projects funded by the HOME Investments Partnerships Program (“HOME”) established by HUD and in effect from time to time.

Bedroom Type	Entire Project	Market Rate Units	High HOME Units	Low HOME Units	Total HOME Units
Efficiency	11	0	0	3	3
1-BR	17	0	0	4	4
2-BR	14	0	0	3	3
Totals	42	0	0	10	10

2. The number of HOME Program Units designated for this project has been determined, in part, by a cost allocation review. Upon project completion, when final sources and uses of funding is known, a final cost allocation review will be completed to confirm the required number of HOME Program Units are designated for this project. This final cost allocation review may result in a change to the number of HOME Program Units required for the project. If a change in the number of HOME Program Units is necessary, the County will inform the Developer of the new unit designation requirements. A change in the number of HOME Program Units will require modifications to the HOME Investment Partnerships Program Agreement and the recorded Regulatory Land Use Restriction Agreement prior to disbursement of the final request for payment
3. During the HOME Affordability Period, all dwelling units assisted with HOME funds must be occupied by qualified low-income households.
 - a. High HOME rent units must be occupied by families whose income at initial project occupancy or at the time funds are invested, whichever is later, does not exceed sixty percent (60%) of the median family income of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families. Outside of initial project occupancy, High HOME units may be occupied by families whose income does not exceed eighty percent (80%) of the median family income of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families.
 - b. Low HOME rent units must be occupied by families whose income at initial project occupancy and throughout the affordability period, does not exceed fifty percent (50%)

of the median family income of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families.

4. Maximum allowable rents including utilities in effect, as of June 1, 2025 are:

a.

	Efficiency	1-bedroom	2-bedroom
Low HOME Rent	\$1,050	\$1,125	\$1,350
High HOME Rent	\$1,345	\$1,443	\$1,733

High HOME rent limits. If a low-income family is participating in a program where the family pays as a contribution toward rent no more than 30 percent of the family's monthly adjusted income or 10 percent of the family's monthly income, then the maximum rent due from the family is the family's contribution. For all other cases, rent may not exceed **the lesser of** the fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111 or the High HOME rent, as determined by HUD, in effect at the time.

b. Low HOME rent limits. If a very low-income family is participating in a program where the family pays as a contribution toward rent no more than 30 percent of the family's monthly adjusted income or 10 percent of the family's monthly income, then the maximum rent due from the family is the family's contribution. For all other Low HOME units:

(1) Rent may not exceed **the lesser of** the fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111 or Low HOME rent, as determined by HUD, in effect at the time unless the Low HOME rent; or

(2) The unit is a LIHTC unit and has rents not greater than the gross rent for rent-restricted residential units as determined by 26 U.S.C. 42(g)(2).

5. For utilities not included in the rent, said maximum HOME Rents shall be reduced by an amount equal to the applicable utility allowances in accordance with 24 CFR 92.252, in effect as determined using the utility allowance established by the applicable local public housing authority or other HUD approved methodology for determining the utility allowance for the project based on the type of utilities used at the project, as established by HUD and updated from time to time. Current utility allowances are attached hereto as Exhibit B. If, after the date of this Agreement, HUD publishes a new Maximum Allowable Rents Schedule for High and Low HOME Rents, or the local public housing authority updates its utility allowances, or HUD establishes a new methodology for determining utility allowances, the DEVELOPER is directed to comply with the new limits.

6. DEVELOPER will also submit a rent and occupancy report to the COUNTY each year to demonstrate compliance with the HOME rent requirements. The COUNTY may approve or disapprove within the HUD allowed limits, in which case DEVELOPER will make requested adjustments. COUNTY'S approval of the rent and occupancy report will

constitute approval for any rent increase contained in the report. Any increase in rents for HOME Program Units is subject to the provisions of outstanding leases for each unit, and, in any event, DEVELOPER must provide tenants of those units not less than sixty (60) days prior written notice before implementing an increase in rent.

7. The “Part 5” definition of annual income will be used in this Project and 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.
8. Income Eligibility. DEVELOPER must determine each family is income eligible by determining the family’s annual income as follows:
 - a. If a family is applying for or living in a HOME-assisted rental unit, and the unit is assisted by a Federal or State project-based rental subsidy program, the public housing agency, owner, or rental subsidy provider’s determination of the family’s annual income and adjusted income under that program’s rules will be accepted.
 - b. If a family is applying for or living in a HOME-assisted rental unit, and the family is assisted by a Federal tenant-based rental assistance program (i.e., housing choice vouchers, etc.), the rental assistance provider’s determination of the family’s annual income and adjusted income under the program’s rules will be accepted.
 - c. If a family is applying for or living in a HOME-assisted rental unit, and the family is assisted by a form of Federal, State, or local public assistance (i.e., TANF, Medicaid, LIHTC, local rental subsidy programs, etc.) which examines annual income of the family each year, a written statement from a Federal or non-Federal entity administering the assistance will be accepted. The statement must indicate the tenant’s family size and state the amount of the family’s annual income. When accepting the statement from a government administrator, DEVELOPER must still adjust income in accordance with 24 CFR 92.203(f). The statement must be for an income determination made within the previous 12-month period.
 - d. In all other cases, DEVELOPER, must calculate annual income in accordance with section II. 9. and calculate adjusted income in accordance with section II. 10. below.
9. Annual Income Determinations. DEVELOPER must initially determine annual income by collecting and examine at least two months of source documentation evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement, etc.) for the household. For subsequent income determinations during the period of affordability, DEVELOPER may use either of the following methods:
 - a. Collect and examine at least two months of source documentation evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement, etc.) for the household; or

- b. Obtain from the family a written statement or, where needed due to disability, a statement in another format, of the amount of the family's annual income and family size, along with a certification that the information is complete and accurate. The certification must state that the family will provide source documents upon request. If there is evidence that a tenant's statement and certification failed to completely and accurately state information about the family's size or income, a tenant's income must be re-examined in accordance with paragraph 9. a. above.

(1) If income is re-examined through a statement and certification, at a minimum, income of each tenant must be re-examined in accordance with paragraph 9. a. above every sixth year during the affordability period.

- 10. Adjusted Income Determination. DEVELOPER must calculate a tenant's adjusted income if the tenant is over-income, and rent must be recalculated in accordance with 24 CFR 92.252(h)(2). DEVELOPER must apply the deductions in 24 CFR 5.611(a) to calculate the family's adjusted income for an over-income family.

- a. If a unit is assisted by a Federal or State project-based rental subsidy program, then the public housing agency, owner, or rental subsidy provider's determination of adjusted income under that program's rules must be accepted.

- B. HOME Repayment: This Project HOME funding will be in the form of a 40-year, 0% percent interest, cash flow loan. DEVELOPER will be required to make payments on this loan of 20% of available cash flow, as defined in the Limited Partnership Agreement, after the Deferred Developer Fee has been paid in full and in accordance with the terms of the Limited Partnership Agreement. DEVELOPER will be required to pay the remaining amount of the principal and interest as a balloon payment at the 40-year anniversary date of the Project completion in HUD's Integrated Disbursement and Information System (IDIS) and County shall provide Developer a written memorandum of such date of Project Completion in IDIS.

- 1. HOME Affordability Period: The Project includes new construction which requires a HOME Program Affordability Period of twenty (20) years. The HOME Affordability Period shall begin upon Project completion. Project completion, with respect to rental housing, is defined at 24 CFR 92.2 as occurring when all necessary title transfer requirements have been performed; the project complies with HOME requirements (including property standards under 24 CFR 92.251); the final drawdown of HOME funds has been disbursed in HUD's Integrated Disbursement and Information System (IDIS); and construction is complete, which may occur prior to occupancy. The loan will be due and payable in full during the HOME Affordability Period, if the Project no longer provides affordable housing in compliance with HOME Program regulations. If any portion of the Project is sold, transferred, or if the property is no longer used for the purposes stated in this Agreement during the Affordability Period, DEVELOPER shall be required to pay the full amount of the principal and any accrued interest of the loan. Failure by the DEVELOPER to meet the Affordability Period requirements for the period specified above will trigger full repayment of any HOME investment subject to applicable notice and cure periods. Additionally, should the project be terminated prior

to completion, either voluntarily or otherwise, any HOME funds invested in the project must be repaid to the County.

2. COUNTY Extended Use Period: The Project has an additional 20-year COUNTY Extended Use Period commencing when the HOME Affordability Period expires. During the additional COUNTY 20-year Extended Use Period, 10 of the 42 units must be occupied by households at, or below, 80% of the Area Median Family income, identified by household size, in effect at that time, and pay no more than the High-HOME rents of the Chicago-Naperville-Joliet MSA for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families. Said certification is to be verified by, and included as part of Developer's annual audit. If any portion of the Project is sold, transferred, or if the property is no longer used for the purposes stated in this Agreement during COUNTY Extended Use Period, DEVELOPER shall be required to pay the full amount of the remaining principal and any accrued interest of the loan.
- C. The HOME units will be designated as affordable to such households for a period of twenty (20) years through the recording of deed restrictions, covenants running with the land, or other mechanisms approved by HUD as described in the Regulatory and Land Use Restrictions Agreement (RLURA) to be entered into by and between COUNTY and DEVELOPER, to be executed in connection with undertaking the Project.
- D. Eligible Costs: DEVELOPER 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. DEVELOPER shall require such compliance and assurances in all lower tier contracts and subcontracts financed in whole or in part with the HOME funds. DEVELOPER 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. The scope of activities to be performed, pursuant to this AGREEMENT, will be governed by, and limited to, the following:
1. DEVELOPER 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 Community Development Commission (CDC).
 2. COUNTY shall provide HOME funds to DEVELOPER to reimburse DEVELOPER for (or pay directly for or through a construction escrow account) eligible costs that the COUNTY determines to be customary and reasonably associated with the PROJECT, as follows:
 - a. Development hard costs associated with the new construction of forty-two (42) units of rental housing.
 - b. Costs of construction, including supplies, materials, and hiring contractors, subcontractors, and trades necessary to complete the work. All work for which a licensure or certification program exists locally or in the State of Illinois must be carried out by properly licensed or certified persons.

- c. Other such related costs that have the same intent as this AGREEMENT, are eligible for HOME funding, and are pre-approved by the COUNTY'S CDC.
- E. The proposed Project development budget is attached hereto as Exhibit C. The budget sets forth an estimated budget for the Project. Deviations from the line items and dollar amounts shown in the estimated budget, as reviewed and approved by CDC, will not require modification of this AGREEMENT. The HOME investment in any PROPERTY shall not exceed the HUD published subsidy limit in effect from time to time. The subsidy limit in effect at the time of this AGREEMENT for each unit type: Efficiency \$181,488.00; 1-bedroom \$208,048.80; and 2-bedroom \$252,993.60.

III. BUDGET; TERMS OF HOME FUNDING; REIMBURSEMENT PROCEDURES

- A. HOME funds in the amount of up to ONE MILLION SEVEN HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$1,750,000.00) shall be made available to DEVELOPER for payment of eligible costs described in Section II. D. 2. above, upon approval and adoption of this AGREEMENT by the DuPage County Board, upon approval by the U.S. Department of Housing and Urban Development of the County's Annual Action Plan, upon receipt of HOME funds from the U.S. Department of Housing and Urban Development, and upon the execution of documentation as described in this Section III. The Budget attached as Exhibit C to this Agreement sets forth the anticipated budget for the project. Deviations from the line items and dollar amounts shown in the anticipated budget, as reviewed and approved by CDC, will not require modification to this Agreement. Total project costs are approximately \$21,918,367. All sources of funds for the PROJECT are anticipated to be:

Funding Source	Amount
Bank Mortgage	\$2,150,000
Low Income Housing Tax Credits	\$16,150,274
Illinois Affordable Housing Tax Credit	\$460,000
Deferred Developer Fee	\$1,248,407
DuPage HOME Funds (Development Subsidy)	\$1,750,000
ComEd Energy Efficiency Grant	\$159,686
Total	\$21,918,367

- B. DEVELOPER shall execute: a Promissory Note and Mortgage equal to the HOME funds that COUNTY has invested in the PROJECT to ensure recapture of the HOME funds the COUNTY has paid toward the PROJECT should an event of default occur, including, but not limited to, failure to fulfill the required twenty (20) year Affordability Period (Affordability Period); a Regulatory Land Use Restriction Agreement (RLURA) which will contain covenants running with the land to ensure the HOME Affordability Period of twenty (20) years; or other mechanisms approved by HUD as described in the RLURA to be entered into by and between COUNTY and DEVELOPER in connection herewith, to ensure a HOME Affordability Period for twenty (20) years from Project completion, and a COUNTY Extended Use Period of twenty (20) additional years. The enforcement of the Affordability Period is separate and distinct from repayment of the HOME funds under the mortgage. HOME funds are provided to the DEVELOPER as a 0% interest rate cash flow loan with the entire unpaid principal and accrued

interest to be repaid to the COUNTY in a lump sum, due forty (40) years after the date of Project completion in HUD's Integrated Disbursement and Information System (IDIS). Once the Deferred Developer Fee is paid in full, DEVELOPER shall make annual payments of 20% of available cash flow, as defined in the Limited Partnership Agreement and in accordance with the terms of the Limited Partnership Agreement.

Project completion occurs when all necessary title transfer requirements have been performed; the project complies with HOME requirements (including property standards under 24 CFR 92.251); the final drawdown of HOME funds has been disbursed in HUD's Integrated Disbursement and Information System (IDIS); and construction is complete, which may occur prior to occupancy. COUNTY shall record said mortgage and deed restrictions against the PROJECT's real property legally described in Exhibit D.

All of the following conditions shall be included in the mortgage instrument to be executed by the DEVELOPER. In the event that any one or more of these conditions occur, after all applicable notice and cure periods, the mortgage financed in part or in full with COUNTY HOME funds shall be considered in default. Should no condition of default occur, the HOME funds due under the note and secured by the mortgage will be due in full forty (40) years after the date of Project completion in HUD's Integrated Disbursement and Information System (IDIS).

1. The DEVELOPER fails to operate the PROJECT as affordable rental housing for households whose incomes meet the requirements set forth in Section II. A. above and such failure continues for a period of 30 days after written notice from COUNTY.
2. The DEVELOPER files any petition in bankruptcy, or for a receiver, or insolvency, or for reorganization of composition, or makes any assignment for the benefit of creditors or to a trustee for creditors, or permits an adjudication in bankruptcy, the taking of possession of the PROJECT or any part thereof by the receiver, or the seizure and sale of the PROJECT or any part thereof under judicial process or pursuant to any power of sale, and fails to have such adverse action set aside within forty-five (45) days.
3. The DEVELOPER transfers, or otherwise encumbers the PROJECT without the prior express written consent of the COUNTY.
4. The DEVELOPER fails to maintain the PROJECT and its grounds and equipment pertinent thereto according to applicable housing quality standards and all local and state codes and ordinances, and such failure is not cured within fifteen (15) days after written notice of same; provided, however, that if such failure is of a nature that it cannot be reasonably cured within fifteen (15) days, the DEVELOPER can obtain written consent from the County to extend the cure period as long as the Developer has diligently commenced pursuing such cure within the initial 15-day period and provides continual updates to the County on the progress of the cure in intervals agreed to by the Developer and County.
5. The DEVELOPER fails to purchase fire and extended coverage insurance and flood insurance, if flood insurance is required, thereon and annually provide and file a certificate of said coverage with the COUNTY, the proceeds of which, in the event said structure shall

be destroyed or damaged by fire or other casualty, shall be used for reconstruction of said structure upon the said real estate and such failure continues for a period of five (5) days after written notice from COUNTY.

6. The COUNTY shall be named as an additional “Loss Payee” on the fire and extended coverage insurance and flood insurance, if flood insurance is required.
 7. Notwithstanding anything to the contrary contained here within, County hereby agrees that any cure of any default made or tendered by one or more of DEVELOPER’s limited partners shall be deemed to be a cure by DEVELOPER and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER.
- C. The DEVELOPER must obtain financing and construct the project. The DEVELOER must perform all the functions typically expected of for-profit developers, and assume all the risks and rewards associated with being the project DEVELOPER.
- D. Acquisition required as part of the PROJECT will require submission by the DEVELOPER of the following information to the CDC prior to closing:
1. A copy of the executed written purchase contract, including all basic terms and conditions, including the owner’s date of delivery;
 2. Proof of Voluntary Acquisition: DEVELOPER does not have eminent domain authority; and prior to making an offer for the property, the DEVELOPER clearly advised the owner it would be unable to acquire the property if negotiations failed to result in an agreement; and the owner was informed in writing of the estimated market value of the property.
 3. A copy of the appraisal report on which the determination of current market appraised value was based;
 4. A copy of the final financing commitment letter from other lender(s), if any;
 5. A copy of the Loan Estimate from other lender(s), if any;
 6. A commitment for an acceptable ALTA form of mortgagee’s policy of title insurance in the amount of the mortgage loan to be given by COUNTY, issued by a title insurance company, satisfactory to the COUNTY, insuring “*DuPage County, by and through the DuPage Community Development Commission, its successors and/or assigns*” subject only to those exceptions to title as DuPage County shall approve;
 7. Copy of hazard insurance policy naming “*DuPage County, by and through the DuPage Community Development Commission, its successors and/or assigns*” as an additional loss payee;
 8. Name and address of Title Company, date, time, and location of closing, name of closing officer, and escrow number.

- E. Reimbursement for rehabilitation and/or new construction shall be subject to the submission of the following information to the CDC office:
1. Original, executed Request for Payment form.
 2. Owner's Sources and Uses Statement.
 3. Sworn Owner's Statement.
 4. Architect's or Engineer's Certification, also known as AIA 702 and AIA 703.
 5. General Contractor's Sworn Statement.
 6. Documentation to demonstrate contractor and subcontractor compliance with Illinois Prevailing Wage Act, as requested by CDC staff, if applicable.
 7. Receipts for materials or for services rendered, appropriate original lien waivers from contractors, subcontractors, and suppliers; and, "paid in full" or "paid to date" invoices from contractor with copy of DEVELOPER'S payment check(s).
 8. Five percent (5%) of loan will be held until construction is complete, all units have passed inspection, and certificates of occupancy have been issued. Final Waivers of Lien from all contractors, subcontractors, and suppliers must accompany the final 5% Request for Payment reimbursement.
 9. Weekly job site reports are required to be submitted to the CDC.
 10. Additional documentation, if requested, at sole discretion of COUNTY.
 11. DEVELOPER may request reimbursement of eligible construction costs on an ongoing basis throughout the construction period.
 12. DEVELOPER may subcontract all or any portion of the PROJECT, as allowed by CDC policy, to such engineers, architects, construction contractors, or other entities as DEVELOPER shall deem appropriate or necessary and upon such terms as may be acceptable to DEVELOPER, provided applicable administrative and procurement requirements are followed as set forth in Sections V and VI of this AGREEMENT. DEVELOPER certifies that it will include in its contracts financed in whole or in part with HOME funds, all clauses required by Federal laws, Executive Orders, or regulations, and each contractor will also include in its subagreements and contracts financed in whole or in part with HOME funds all applicable clauses required by Federal laws, Executive Orders, or regulations.
 13. Any change orders requested by contractors and subcontractors must be sent by DEVELOPER with a letter to CDC for approval prior to the authorization of work, containing an explanation stating the cause and need for the change order and how the costs associated with the change order are determined to be fair and reasonable to CDC for

approval *prior to authorization of work*. CDC will review and approve or deny change orders within a reasonable time period.

14. DEVELOPER understands that COUNTY must check each contractor and subcontractor against the Federal System for Award Management (SAM) for exclusions prior to commencement of work and that any change order that also results in an addition to or change in the contractor/subcontractor list will require immediate notification to COUNTY for purposes of this SAM review.

15. DEVELOPER shall erect a sign in a prominent place at each job site crediting the DuPage County Community Development Commission and HUD for funding of the PROJECT by including the following statement:

“Funding for this Project has been provided, in part, by the DuPage County Community Development Commission from the U.S. Department of Housing and Urban Development’s HOME Investment Partnerships Program.”

F. Upon release of funds by HUD for the PROJECT, the COUNTY shall make disbursements to the DEVELOPER in compliance with II.B. of this AGREEMENT. All requests for disbursement of DEVELOPER shall comply with the following requirements:

1. DEVELOPER shall submit a listing of all disbursements of HOME funding, on a form provided by CDC;

2. Any request for reimbursement pertaining to work under contracts and subcontracts shall include DEVELOPER'S certification as follows:

a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of DEVELOPER'S knowledge, information and belief, the quality of such work is in accordance with the contract, subject to: (i) any evaluation of such work as a functioning Project upon substantial completion; (ii) the results of any subsequent tests permitted by the contract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and

b. For final payment, that the work has been performed in a good, workmanlike, satisfactory manner and in conformance with the contract or subcontract and local building code.

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. In order 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). DEVELOPER should allow up to

two (2) weeks for COUNTY payment approval process after submission and approval by the CDC of all required payment documentation. Additional time should be allowed for County observed holidays.

4. If so requested by COUNTY, DEVELOPER shall forward to CDC all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.
- G. This PROJECT shall be identified as HOME AGREEMENT #HM21-05/HM22-02/HM23-02 which identifying numbers shall be used by DEVELOPER on all payment requests.
- H. An analysis of the operating budget for the PROJECT has determined that the DEVELOPER will not be unduly enriched through receipt of rents for the units, but that rents are necessary to cover the ongoing operating costs of the PROJECT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS; TERM OF AGREEMENT

- A. Time is of the essence of this AGREEMENT. DEVELOPER shall be responsible for meeting the completion dates for the activities listed below. If a DEVELOPER does not meet a completion date, DEVELOPER shall immediately submit a revised implementation schedule for approval by CDC. Failure to achieve these deadlines may result in the loss or reduction of HOME funds.

<u>Activity</u>	<u>Completion Target Date</u>
Project Closing	1/21/2026
Construction Start	1/22/2026
Construction at 50% Completion	7/20/2026
50% of HOME funds drawn	3/22/2026
Leasing Activities Begin	7/15/2026
Construction at 100% Completion	2/21/2027
100% of HOME funds drawn	1/21/2027
Units Fully Leased	5/15/2027

- B. DEVELOPER shall complete expenditure of HOME Funds pursuant to the PROJECT by January 21, 2027. These dates are completion milestones. If DEVELOPER is delayed in the completion of the PROJECT by any cause legitimately beyond its control, as determined by the COUNTY, such that it cannot complete construction by January 21, 2027, it shall immediately give written notice to the Director of Community Services (“Director”) and to the COUNTY of the anticipated delay, the reasons therefore, an updated implementation schedule, and request an extension of time for completion of the PROJECT. Upon review and written approval of the Director, the time for completion may be extended by the Director for a maximum of nine (9) months. Agreement Duration is in accordance with Paragraph XI. F. of this AGREEMENT.
- C. 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 DEVELOPER has not demonstrated significant progress toward completion and, if the DEVELOPER has not

requested an extension due to a cause legitimately beyond its control, and if the DEVELOPER has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the DEVELOPER; the Director may 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 DEVELOPER of its action and shall demand repayment of any HOME funds drawn for the PROJECT.

D. This AGREEMENT shall remain in full force and effect for the required Affordability Period of the PROJECT, which shall be twenty (20) years after the date of project completion in HUD's Integrated Disbursement and Information System.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. DEVELOPER 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. The project will be conducted and administered in compliance with 24 CFR Part 92, Subpart H – Other Federal Requirements, as amended, and 24 CFR 5.105(a) Nondiscrimination and Equal Opportunity, as amended, including any and all applicable Executive Orders in effect, including but not limited to the following:

A. 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 DEVELOPER 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), as amended, and implementing regulations at 24 CFR part 100.
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 at 24 CFR 146.

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, 42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.

- C. Labor Standards. DEVELOPER will ensure that its contracts and subcontracts for construction require compliance with the Fair Labor Standards Act (29 USC 201 et seq). Because there are fewer than eleven (11) HOME-assisted housing units, the prevailing wage standards of the Davis-Bacon and Related Acts (“DBRA”) do not apply, subject to the final sentence of this Paragraph. If a loan, grant, or other subsidy from another source requires DEVELOPER to comply with the DBRA, DBRA requirements and compliance shall prevail over the requirements of this Paragraph.

- D. Illinois Prevailing Wage Act Requirements. The PROJECT is considered construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the “Wage Act”). The Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed (“Prevailing Wages”). Therefore, all contractors and subcontractors rendering services in connection with the PROJECT must comply with all requirements of the Wage Act, including but not limited to, all wage, notice and record keeping duties, and the wages to be paid to all laborers and mechanics employed in connection with the PROJECT shall be not less than Prevailing Wages, subject to the final sentence of this Paragraph. DEVELOPER must require that the construction contract, all subcontracts and all contracts for work at the PROJECT will provide for the payment of Prevailing Wages and all contractor’s and subcontractor’s bonds shall include a provision guaranteeing that the requirements of the Wage Act will be met. In addition, DEVELOPER will include written stipulation within all subcontracts and contracts for work at the PROJECT that Prevailing Wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor’s official website. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-act.html>. DEVELOPER will post effective Prevailing Wages at the site of the PROJECT in an area easily accessible by workers on the PROJECT. Pursuant to PA 100-1177 and 820 ILCS 130/5.1, the Illinois Department of Labor is charged with developing and maintaining an online portal for prevailing wage construction contractors to file their certified payrolls with the department, which may be accessed through the Illinois Department of Labor’s official website. If a loan, grant, or subsidy from another source requires DEVELOPER to comply with the DBRA, the requirements of the other source shall prevail over the requirements of this Paragraph.

- E. The PROJECT anticipates subsidy through the Project-Based Voucher (PBV) Program (the “PBV Program”) administered by the DuPage Housing Authority (“DHA”). Said subsidy will require compliance with the DBRA. The DEVELOPER will ensure compliance with the DBRA, as required under the PBV Program. Should PBV subsidy not be provided to the PROJECT, DEVELOPER must comply with Illinois Prevailing Wage Act requirements of Paragraph D. above.

- F. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution.

- G. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- H. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. COUNTY and DEVELOPER agree and acknowledge that this AGREEMENT does not constitute a commitment of funds, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. DEVELOPER shall supply all information requested by COUNTY to complete such reviews, shall carry out any mitigating measures required by COUNTY, and shall not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend HOME or local funds for the PROJECT until COUNTY has completed an environmental review to the extent required under 24 CFR Part 58 and has given notification of its approval in accordance with 24 CFR Part 58 that the environmental review for the PROJECT is complete.
1. Radon Mitigation Plan: Radon-resistant construction methods will be incorporated in the PROJECT. Upon completion of the PROJECT, post-construction radon measurements will be taken in accordance with EPA radon measurement protocols for multifamily buildings. Should radon measurements reveal elevated concentrations, DEVELOPER must notify County immediately, and appropriate mitigation must be completed. Radon-resistant construction methods and post-construction Radon testing requirements must be included within the project scope and construction contract.
 2. Tiered Approach to Corrective Action Objectives (TACO) Mitigation Plan: Building is required to be constructed as full slab-on-grade with a passive sub-slab depressurization system. TACO building requirements must be included within the project scope and construction contract.
 3. Floodplain Management Plan: Project site is required to be graded to raise the finished floor elevation of the structure greater than 5 feet above the baseline 100-year flood elevation. The structure must also be situated on site to minimize proximity to the 100-year floodplain. Situation and elevation requirements must be included within the project scope and construction contract.
- I. 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.
- J. DEVELOPER shall comply with affirmative marketing and minority outreach requirements cited under 24 CFR Part 92.351, as amended.
- K. DEVELOPER 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 (42 U.S.C. 4601), and the implementing regulations at 49 CFR Part 24, and as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR Part 42, subpart A, as amended. This PROJECT does not require temporary relocation of tenants.

- L. DEVELOPER shall further, to the extent it is applicable, comply with 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:
1. Employment and training.
 - a. 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.
 - b. Where feasible, priority for opportunities and training described in paragraph 1. a. of this section should be given to:
 - i. Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. Participants in YouthBuild programs.
 2. Contracting.
 - a. 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.
 - b. Where feasible, priority for contracting opportunities described in paragraph 2. a. of this section should be given to:
 - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. YouthBuild programs.
 3. 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).
 4. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.
 5. 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.
 6. 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 §75.19, regardless of whether Section 3 language is included in contracts.

- M. DEVELOPER 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), J (Rehabilitation), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. The PROJECT must be kept in compliance for the duration of both the HOME affordability period and the COUNTY extended use period. DEVELOPER must also comply with all applicable regulations regarding asbestos containing materials.
- N. DEVELOPER shall not use debarred, suspended, or ineligible contractors or subcontractors in carrying out this PROJECT.
- O. The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference (“Buy America Preference” or “BAP”) for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Developer must comply with the provisions and requirements of the BABA Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended. Under FR-6331-N-10A, HUD announced that it had issued the Public Interest, General Applicability Waiver of Buy America Provisions effective March 15, 2023. This waiver is effective as stated herein for Federal Financial Assistance (FFA) obligated by HUD in listed programs on or after the effective date of the waiver until the implementation deadlines for the BAP as specifically shown in the Federal Register notice. The BAP will apply to HOME FFA obligated by HUD on or after August 23, 2024, unless excepted by a waiver. See Exhibit E for HOME FFA HUD obligation date(s).

The BAP applies to the following construction materials used in infrastructure projects. Each construction material is followed by a standard for the material to be considered “**produced in the United States.**”

1. *Non-ferrous metals.* All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. *Plastic and polymer-based products.* All manufacturing processes, from initial combination of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.

3. **Composite building materials.** All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
4. **Glass.** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
5. **Fiber optic cable (including drop cable).** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States.
6. **Optical fiber.** All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.
7. **Lumber.** All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
8. **Drywall.** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
9. **Engineered wood.** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Documented evidence proving the iron, steel, manufactured products, and construction materials used in a project are produced in the United States must be provided to the CDC. Examples of evidence include, but are not limited to: documented review of material submittals ensuring proposed covered items are produced in the USA; photos of product labels/stamps and engineering notes from field visits to inspect materials prior to use, confirmed covered items were manufactured in the USA; invoices certifying covered items are manufactured in the USA.

- P. DEVELOPER shall comply with administrative requirements of the Super Circular, including the conflict of interest provisions.
1. DEVELOPER shall provide Project plans, specifications, costs, and a third-party cost analysis. This information will be used to demonstrate Cost Reasonableness to prove that the proposed PROJECT costs are reasonable for the scope of the work.
 2. DEVELOPER shall avoid purchasing unnecessary items.
 3. Where appropriate, an analysis should be made of lease and purchase alternatives to determine which would be most economical and practical.
 4. Except as otherwise required by statute, DEVELOPER may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds.

5. DEVELOPER will maintain copies of all executed contracts and subcontracts pertaining to the PROJECT and will provide to CDC upon request.
- Q. 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 a HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a 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 DEVELOPER.
 - R. In accordance with 24 CFR § 92.356(f), no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in § 92.252(d) or § 92.254(a)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. An exception may be granted by COUNTY upon written request in accordance with 24 CFR 92.356(f)(2), on a case-by-case basis.
 - S. 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 implementing regulations at 28 CFR Part 35 or 36, as applicable, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, and implementing regulations at 24 CFR Part 8, to the extent applicable to the PROJECT.
 - T. DEVELOPER 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.).
 - U. DEVELOPER 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all DEVELOPERS 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 to the fullest extent permitted by law for each such failure.

V. The DEVELOPER 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 DEVELOPER'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 DEVELOPER'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 Project 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 Project, 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 five (5) business 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).
- W. 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 the direct cost of necessary supportive services, facilitating independent living, provided to families residing in HOME-assisted units during the affordability period, 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. Developer will report any eligible match to COUNTY on an annual basis.
- 1. Match is anticipated in the form of donated real property in the amount of \$1,000,000.00. DEVELOPER will provide sufficient documentation to demonstrate the HOME match is eligible under 24 CFR 92.220(a)(3) Donated Real Property.
- X. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the DEVELOPER for the duration of the affordability period.
- a. VAWA Notification Requirements: DEVELOPER 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. 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.
 - iii. If a family living in 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 family receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will receive HOME tenant-based rental assistance.
- 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 F, must be incorporated into each HOME-unit lease.
- d. VAWA Emergency Transfer Plan: DEVELOPER may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, utilizing the most current HUD model emergency transfer plan, Form HUD-5381, and ensuring the plan meets regulatory requirements associated with the HOME program, or utilize the DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit G.

VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forth with 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 DEVELOPER 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. DEVELOPER authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the DEVELOPER'S records and rental applications 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 DEVELOPER shall furnish immediately, if required by the Comptroller General, otherwise within ten (10) 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 DEVELOPER'S contracts and operations in connection with the PROJECT.
- C. DEVELOPER 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 PROPERTIES contained in this PROJECT. Said audit must include the specific annual amount due to COUNTY based upon the terms of the Note.
- D. DEVELOPER is required to meet any single audit requirements of the Federal Office of Management and Budget.
- E. DEVELOPER shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT, including but not limited to the following specifications:
 - 1. Prior to requesting disbursement of any HOME funds.
 - 2. Prior to commencement of PROJECT, a copy of its standard lease form. Leases must be for not less than one year, unless by mutual agreement between the tenant and DEVELOPER, and must be in compliance with the requirements for leases contained in 24 CFR § 92.253.
 - 3. Prior to commencement of PROJECT, a copy of its Tenant Selection Policy.
 - 4. Tenant application, income source documentation and certification, and executed lease for each unit, if so requested by COUNTY, or COUNTY may choose to review these items on site at the PROJECT.
 - 5. Beneficiary data on income, race, ethnicity, gender of single head-of-households, and other data requested by COUNTY necessary to complete COUNTY'S reporting requirements to HUD.
- F. DEVELOPER shall provide a Progress Report to CDC office each quarter (or monthly at the request of the CDC staff), 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 throughout the construction period of the PROJECT. Progress Reports shall continue

until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System (IDIS).

G. DEVELOPER 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. DEVELOPER will comply with all requests for information and with requests for on-site inspections of books, records, leases, tenant files, and units.

H. DEVELOPER shall maintain the following records:

1. For a period of seven years after each tenant move-out: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged, who is responsible to pay for each utility, and those records that demonstrate that the household was income eligible.
2. For a period of seven years after each year of the PROJECT: Documentation that DEVELOPER has followed its Tenant Selection Plan.
3. For a period of seven years after each year of the PROJECT: Documentation of all activities undertaken in connection with DEVELOPER'S affirmative marketing plan.
4. For as long as DEVELOPER owns the PROPERTY and for seven years thereafter: all financial records pertaining to the construction of the PROPERTY.
5. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-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 seven-year period, whichever is later.
6. DEVELOPER 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 CFR § 200.339, suspension or termination of this AGREEMENT may occur if the DEVELOPER materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 CFR § 200.340.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to DEVELOPER for DEVELOPER'S breach of the AGREEMENT after all applicable notice and cure periods, abandonment of the PROJECT or occurrence rendering impossible the performance by DEVELOPER of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to DEVELOPER'S performing the PROJECT, failure by DEVELOPER in submitting supporting information or documentation for a claim, submission by DEVELOPER of incorrect or incomplete reports, or DEVELOPER'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 DEVELOPER 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 DEVELOPER to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the DEVELOPER 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 DEVELOPER 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 DEVELOPER, misuse or misapplication of funds derived from this AGREEMENT by DEVELOPER or any violation of any of the statutes, rules and regulations, directly or indirectly, by the DEVELOPER and/or any of its agents or representatives, then DEVELOPER, 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 DEVELOPER for this PROJECT or penalties and expenses, including reasonable attorneys' fees and other costs of litigation, resulting from such action or omission by DEVELOPER. All counsel employed by the DEVELOPER to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The DEVELOPER 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 DEVELOPER shall immediately notify the other party, in writing, providing the full details of the alleged violation. The DEVELOPER 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 DEVELOPER and the Federal agency, the DEVELOPER 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 DEVELOPER 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 and given prior notice.
- 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 DEVELOPER shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the DEVELOPER 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 DEVELOPER 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 DEVELOPER, 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 DEVELOPER 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. DEVELOPER 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 - DEVELOPER shall not assign this AGREEMENT or any part thereof, nor shall DEVELOPER 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 - DEVELOPER 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 DEVELOPER, have been taken by DEVELOPER.
- 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 above, this AGREEMENT will remain in effect for a total of forty (40) years; twenty (20) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System (IDIS) (HUD's Affordability Period) and for an additional twenty (20) years after the date of completion of the PROJECT in HUD's IDIS (County's Extended Use Period).
- 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 DEVELOPER. DEVELOPER 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 DUPAGE, a body politic in the State of Illinois

BY: _____
Doborah A. Conroy,
Chair DuPage County Board

DATE: _____

ATTEST: _____
Jean Kaczmarek,
DuPage County Clerk

DEVELOPER: Taft and Exmoor LP, an Illinois Limited Partnership

ADDRESS: 310 S. Peoria Street, Suite 500
Chicago, IL 60607

BY: Taft and Exmoor GP LLC
Its General Partner

By: Full Circle Communities, Inc., an Illinois not for profit corporation, its sole member

Name: Joshua Wilmoth
Title: President and CEO

DATE: _____

ATTEST: _____
Signature

Printed Name

Title

EXHIBIT A

DuPage County Community Development Commission Property Standards Policy

PROPERTY STANDARDS POLICY (2002, Updated and Approved by HOME Advisory Group on 2/09/09, Updated and Approved by HOME Advisory and CDC Executive Committee 08/06/13, Updated and Approved by the HOME Advisory Group and CDC Executive Committee 03/01/16, Approved by HOME Advisory Group 05/02/17, Approved by the HOME Advisory Group 01/02/18, Revised and Approved by the CDC Executive Committee on 02/06/2018)

1. **Applicability.** These standards shall apply to all housing that is acquired, constructed, or rehabilitated by the DuPage County Community Development Commission (CDC) or subrecipients or developers participating in CDC programs and funding. Sources of funding may include, but not be limited to, Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). These funds come through the U.S. Department of Housing and Urban Development (HUD). Sections specific to a source of funding are so noted.
2. **History.** The HOME Regulations give guidelines for property standards at 24 CFR 92.251. Properties are required, at a minimum, to meet “local code.” There are thirty-seven municipalities within DuPage County, each having adopted various building codes. For purposes of this document, local code shall mean the DuPage County Building Code, as amended from time to time, and which currently adheres to the standards of the International Building Code 2009 and the International Property Maintenance Code 2009. Any project, however, that requires permitting and/or inspection by another municipality within DuPage County, shall meet the standards of the building codes of that municipality should any portion of said municipal codes or standards be stricter than local code as defined by this paragraph. Applicability to various project types follows.
3. **New Construction Projects.** Housing that is newly constructed with HOME or NSP funds must meet all applicable State and local codes, ordinances, and zoning requirements. Issuance of construction permits will be sufficient evidence that the project has satisfied local ordinances and zoning requirements. Issuance of a certificate of occupancy will be sufficient evidence that the project has met local building codes of the municipality where constructed. DuPage County staff shall also inspect the completed construction using HUD’s Uniform Physical Conditions Standards checklist as a tool to document that the new housing is decent, safe, and sanitary. Additionally, all new construction projects must also:
 - A. If project funds are awarded, the developer and its architect will be required to certify that the project will comply with the Fair Housing Act’s design and construction requirements for multi-family housing. The developer and architect will be required to identify the safe harbor relied upon to assure compliance. More information about these safe harbors can be obtained at www.fairhousingfirst.org/faq/safeharbors.html. In addition, the developer and its architect must certify that the project will meet accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the American with Disabilities Act, if applicable.

- B. Be constructed to mitigate the impact of potential disasters. The most common natural disaster in DuPage County is flooding; therefore, new construction of housing will not be permitted in any FEMA identified flood plain.
 - C. Be designed so that the construction plans, specifications, and work write-ups are in detail sufficient to allow DuPage County, or its architectural/engineering reviewer, to determine that costs of the project are reasonable and that an inspector can easily determine that correct materials have been installed and the % of completion at any point in time. DuPage County, or its designee, will make periodic and final inspections of the construction. Such DuPage County inspections are in addition to, and not a substitute for, any building department inspections required by DuPage County or the municipality where the project is located.
 - D. Be designed so that at a minimum, energy efficiency complies with the 2012 International Energy Conservation Code (IECC), as amended from time to time, or local code if local code requires a level of compliance greater than the 2012 IECC.
 - E. For new construction of a building containing more than four rental units, the construction must include installation of broadband infrastructure, except where the County determines and, in accordance with 24 CFR 92.508(a)(3)(iv), documents the determination that (a) the location of the new construction makes installation of broadband infrastructure infeasible, or (b) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden.
4. **Rehabilitation Projects.** All rehabilitation that is performed must meet the following requirements:
- A. The Rehabilitation Standards of DuPage County. These standards are set forth in Exhibit A to this policy. Technical standards for useful life, building materials and finishes are contained in Exhibit B to this policy. Individual municipalities may enforce stricter provisions. If a municipality requires a building permit for any part of the rehabilitation, issuance of that permit and passing municipal final inspection will demonstrate compliance with that portion of the municipal code requirements.
 - B. Be designed so that the rehabilitation plans, specifications, and work write-ups are in detail sufficient to allow DuPage County, or its architectural/engineering reviewer, to determine that costs of the project are reasonable and that an inspector can easily determine that correct materials have been installed, the % of completion at any point in time, and that these rehabilitation standards are being met. If HOME funds are being used for the rehabilitation, all code deficiencies must be addressed. CDBG funding allows “spot rehab” if deemed appropriate; that is, specific building components may be replaced, but not all code violations need to be corrected.
 - C. DuPage County, or its designee, will make initial, periodic and final inspections of the rehabilitation work. The purpose of the initial inspection is to determine a) that the rehab requested is necessary and b) that any and all health and safety and major system deficiencies are being addressed by the rehabilitation.

- D. Buildings which are purchased for the purpose of rehabilitation may have code violations at the time of purchase. All contracts with contractors and subcontractors performing rehabilitation work must state that work is to be performed to the standards of this policy. All required building permits must be obtained and appropriate local building inspections performed. If rehabilitation work does not require a permit and the rehabilitation work is to be performed by staff of the entity purchasing the building, the agency must either (a) have personnel on staff qualified to certify to the CDC that the building has been brought up to local code, and so certify, or (b) request a local code inspection of the building.
- E. Programs which rehabilitate owner occupied properties must address obvious code violations before any other work is undertaken on the property. A rehabilitation specialist shall perform an evaluation of the property's condition and work to be done. If there appear to be potential code violations which the homeowner does not desire to include in the scope of work, the rehabilitation specialist shall request a local building code inspection during the evaluation process to determine actual code violations. If homeowner will not consent to such inspection, the house will not be accepted into the program. All contracts with contractors and subcontractors performing rehabilitation work must state that work is to be performed to applicable building codes. All required building permits must be obtained and appropriate inspections performed. Additionally, a homeowner must evidence his acceptance of the work performed in writing unless there is a documented reason why he/she cannot or will not do so. Houses which cannot be rehabilitated in accordance with these standards without exceeding the per unit financial limits of any rehab program funded through the CDC will not be accepted into the program. Notwithstanding the foregoing, "spot" rehabilitation may be permitted with CDBG funds for addressing health, safety, building integrity, and accessibility issues. HOME and NSP funds only permit rehabilitation if the entire property is brought up to code.
- F. Major systems that may be included in the rehabilitation project must be replaced with systems that at a minimum, have energy efficiency which complies with the 2012 International Energy Conservation Code (IECC), as amended from time to time, or local code if local code requires a level of compliance greater than the 2012 IECC.
- G. For substantial rehabilitation of a building containing more than four rental units, the construction must include installation of broadband infrastructure, except where the County determines and, in accordance with 24 CFR 92.508(a)(3)(iv), documents the determination that (a) the location of the new construction makes installation of broadband infrastructure infeasible, (b) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden, or (c) the structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible. Substantial rehabilitation is defined as work on the electrical system with estimated costs equal to or greater than 75 percent of the cost of replacing the entire electrical system, or when the estimated cost of the rehabilitation is equal to or greater than 75 percent of the total estimated cost of replacing the multifamily rental housing after rehabilitation is complete.

5. Acquisition of Standard Housing.

- A. Existing housing that is acquired with HOME assistance for rental housing, and that was newly constructed or rehabilitated less than 12 months before the date of commitment of HOME funds, must meet the property standards of paragraph 3 or 4 of this policy, as applicable. Compliance must be documented based upon a review of approved building plans and Certificates of Occupancy, and inspection that is conducted no earlier than 90 days before the commitment of HOME assistance using HUD's Uniform Physical Conditions Standards checklist. If the funding source is other than HOME, inspection of the property using HUD's Uniform Physical Conditions Standards checklist as a tool will be used as documentation that the property meets the standards of this policy. Issuance of a certificate of occupancy and/or passing local code inspection will be sufficient evidence that the project has met local building codes of the municipality where constructed.
- B. All other existing housing that is acquired for rental property (regardless of funding source), must meet the standards set forth in Paragraph 4 of this policy or the required rehabilitation must be included in the overall project and scope of work. Compliance must be documented based upon inspection.
- C. Existing housing that is acquired for homeownership (e.g., downpayment assistance) must be decent, safe, sanitary, and in good repair. DuPage County shall ensure this condition by verifying that the housing meets all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code. At the time of initial adoption of this policy, CDC staff members are in the process of obtaining this training. Staff will use HUD's Uniform Physical Conditions Standards checklist as a tool to document that the housing meets the standards of this policy. This inspection must take place no earlier than 90 days before the commitment of HOME funds, if the acquisition is HOME funded. No commitment of HOME funds will be made to the address unless the housing receives a "pass" on the checklist, with the exception that kitchen appliances may be provided by the new homeowner after the closing.

6. Occupied Housing by Tenants Receiving HOME Tenant-Based Rental Assistance (TBRA). All housing occupied by tenants receiving HOME TBRA must meet the Housing Quality Standards set forth in 24 CFR 982.401, or such other standard or requirement as established by HUD from time to time.

7. Manufactured Housing. There is little manufactured housing in DuPage County. Should the construction or installation of new manufactured housing be anticipated under a HOME project, this policy will be updated to the current HUD requirements for such housing. Rehabilitation of existing manufactured housing shall meet the requirements of paragraph 4 of this policy.

8. Ongoing Property Condition Standards for Rental Housing.

- A. All HOME assisted rental housing (including mobile homes, if applicable), must be kept in decent, safe, and sanitary condition and in good repair throughout the affordability period specified in the HOME Agreement for that project. Owners must maintain properties in compliance with State and local codes, ordinances, and HUD requirements. Further, housing must

be free of health and safety defects. DuPage County shall uniformly ensure this condition by verifying that the housing meets all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code. At the time of initial adoption of this policy, CDC staff members are in the process of obtaining this training. While the training process continues, staff shall use HUD's Uniform Physical Conditions Standards checklist as a tool to document compliance. Any item shown as "LT" (life threatening) on the HUD Uniform Physical Conditions Standards checklist that fails inspection shall be corrected by the Owner as follows:

- Detected gas leaks shall be called into Nicor immediately.
- Inoperable smoke and/or carbon monoxide detectors, items that prevent proper building egress, and electrical hazards near water shall be corrected within 24 hours.
- For other LT hazards, Owner shall, within 48 hours, either correct the hazard or present a plan as to how the hazard will be corrected, by whom, and when. Should the Owner not correct LT items as required, staff shall report the violation to the appropriate County or municipal building department having jurisdiction over the property for a legal resolution.

For NLT (non-life threatening) deficiencies, Owner shall be given a report of deficiencies and corrective actions and be asked to respond with a plan for correction within two weeks, with all corrective action to be completed within 60 days of submittal of the plan. Should the Owner not correct the deficiencies within the allotted time period, the file shall be turned over to the State's Attorney's Office for legal resolution.

- B. All units constructed prior to 1978 shall have a lead assessment performed as part of the underwriting process (unless exempted under 24 CFR part 35) prior to commitment of HOME funds. If lead is not completely abated by the HOME assistance and interim controls are the appropriate measure, file documentation shall be maintained so that the condition of any surfaces known to contain lead-based paint can be monitored for deterioration during the affordability period.
- C. Inspections and inspections procedures shall be in accordance with the HOME Inspection and Monitoring Procedures.

EXHIBIT A

REHABILITATION STANDARDS - GENERAL

1. Health and safety. DuPage County, or its designee, will inspect occupied housing to be rehabilitated using HUD's Uniform Physical Conditions Standards checklist as a tool to determine if there are any life-threatening deficiencies that must be addressed immediately. Any item shown as "LT" (life threatening) on the HUD Uniform Physical Conditions Standards checklist that fails inspection shall be corrected by the Owner as follows:
 - Detected gas leaks shall be called into Nicor immediately.
 - Inoperable smoke and/or carbon monoxide detectors, items that prevent proper building egress, and electrical hazards near water shall be corrected within 24 hours.
 - For other LT hazards, Owner shall, within 48 hours, either correct the hazard or present a plan as to how the hazard will be corrected, by whom, and when. Should the Owner not correct LT items as required, staff shall report the violation to the appropriate County or municipal building department having jurisdiction over the property for a legal resolution.
2. Major systems. DuPage County's underwriting policies for HOME funded rental projects requires the submission of a property needs assessment of the proposed project so that adequate replacement reserves can be established to repair or replace major systems, as needed. Homeownership projects involving rehabilitation must ensure that each major system have a useful remaining life of at least five (5) years. For purposes of this policy, major systems shall include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating, ventilation, and air conditioning. For purposes of project underwriting, multi-family rental projects shall also include parking lots and concrete walkways as a major system, as well as replacement costs of appliances, flooring, and bathroom fixtures. Estimation of useful life will be based on the Estimated Useful Life Tables in the *FannieMae Instructions for Performing a Multifamily Property Condition Assessment* (Version 2.0, dated October, 2014, attached hereto in Exhibit B. Single family properties shall use the "Senior" column in the tables.
3. Lead-based paint. All housing constructed prior to 1978 must have a lead-based paint inspection and assessment performed by a licensed assessor. The assessor's report will be required to contain "scope of work" for both interim measures and full abatement. Based on the funds invested in the property and the future health and safety of the occupants of the housing, the appropriate lead paint measures will be included as part of the rehabilitation of the property.
4. Noise Attenuation. DuPage County CDC strongly encourages the incorporation of sound insulating techniques and materials when renovating residential structures. The most important and economical step in mitigating indoor noise is to seal any non-essential openings in the building envelope such as air gaps around windows and doors, mail slots and any unnecessary vents. The use of weather-stripping, insulation, and caulk to seal air gaps will not only block

direct access of exterior noise, but will also increase the building's energy efficiency. The CDC also recommends the use of replacement windows and exterior doors with a high Sound Transmission Class (STC) rating, the addition of storm doors and windows, installation of chimney-cap dampers, and a minimum of R38 attic insulation.

5. Accessibility. Meet accessibility requirements of Section 504 of the rehabilitation Act of 1973 and Titles II and III of the American with Disabilities Act if a "covered" multifamily dwelling constructed for first occupancy after March 13, 1991. This means that "in buildings with four or more dwelling units and at least one elevator, all dwelling units and all public and common use areas are subject to the Act's [*referring to the Fair Housing Act*] design and construction requirements. In buildings with four or more dwelling units and no elevator, all ground floor units and public and common use areas are subject to the Act's design and construction requirements." [Joint Statement of The Department of Housing and Urban Development and The Department of Justice titled *Accessibility (Design and Construction) Requirements for Covered Multifamily Dwellings Under the Fair Housing Act*, issued April 30, 2013].
6. Disaster mitigation. Be rehabilitated to mitigate the impact of potential disasters. The most common natural disaster in DuPage County is flooding. Rehabilitation will not be performed on housing located in a floodplain, with the exception of owner-occupied rehabilitation that meets flood insurance requirements and HUD environmental requirements.
7. Local code. Housing that is rehabilitated with HOME funds must meet all applicable State and local codes, ordinances, and requirements. If a municipality requires a building permit for any part of the rehabilitation, issuance of that permit and passing municipal final inspection will demonstrate compliance with that portion of the municipal code requirements.
8. Upon completion of rehabilitation, the units will be decent, safe, sanitary and in good repair. DuPage County shall ensure this condition by verifying that the housing meets all applicable State and local housing quality standards and code requirements through inspection by an inspector who has been trained in the standards of the International Property Maintenance Code. At the time of initial adoption of this policy, CDC staff members are in the process of obtaining this training. Staff will use HUD's Uniform Physical Conditions Standards checklist as a tool to document that the housing meets the standards of this policy.
9. For multi-family rental housing projects of 26 or more total units in the project (not assisted units), a capital needs assessment must be performed to determine the scope of work and the long-term physical needs of the project.
10. No components will be replaced strictly for cosmetic purposes. If mold remediation is performed in a basement and/or attached garage, other rehabilitation work will be performed on a "do no harm" basis. This means that damage to the basement or garage caused by performing eligible work may be repaired only. For example, if all the drywall in a basement or garage must be removed because of mold, drywall will not be replaced, unless a code standard requires drywall in a basement or garage. However, if a portion of drywall must be removed, or if a fixture in a basement or garage must be removed due to mold, and such removal leaves a wall partially damaged or a gap in a wall, floor, or ceiling due to fixture removal, the drywall or gap may be repaired (without replacement of the fixture). The "lower level" of a house that is a split level, tri-

level, or raised ranch and is considered living area under property assessment standards is not considered to be a basement under this policy.

11. Air conditioning and dishwashers are considered standard improvements in DuPage County.

REHABILITATION STANDARDS – SPECIFIC TO OWNER OCCUPIED REHABILITATION

Eligible Activities

1. Correction of code violations cited by DuPage County or municipal code inspection, with exceptions for driveway, sidewalk, garage, deck, and landscaping issues as discussed below. Please note that if the rehabilitation is funded with HOME Investment Partnerships program funds, all code violations must be able to be corrected within the maximum loan amount or the rehabilitation will not be undertaken.
2. Health and safety issues that put the household at risk of injury or disease or that prevent the dwelling from receiving assistance under the DuPage County Weatherization Program or prevent a unit from receiving the maximum benefit of the Weatherization program.
3. Repair or replacement of the following components or systems because of system failure, code violation, or recommendation through a Weatherization assessment, not for cosmetic purposes. Quality of materials shall be those that can be obtained at mid-level pricing.
 - Foundations, basements, and/or crawl spaces, (only for purposes of water sealing or moisture removal). This program is not able to deal with major foundation issues.
 - Exterior walls and siding
 - Roof and roof systems
 - Doors, windows and window frames (shall meet the energy efficiency of, but not exceed the quality of, windows installed under the DuPage County Weatherization Program)
 - Porches, stairs and railings
 - Interior walls, and ceilings (only if condition poses actual health & safety threat: e.g. ceiling is coming down)
 - Well and septic systems
 - Water and sewer connections, if such service is available
 - Electrical systems and fixtures
 - Plumbing systems and fixtures
 - Heating and cooling systems
 - Hot water heaters
 - Insulation
 - Air sealing
 - Chimney repair/tuckpointing
 - Flooring (only if a medical or accessibility issue; e.g. allergies necessitate removal of carpet or current flooring poses a mobility issue for person with disabilities)
 - Painting, only if condition of exterior paint is a code violation
 - Demolition of substandard buildings on the property if their condition constitutes a code violation or danger

- Landscaping, sidewalks, garages, decks, and driveways – only if health & safety issue or code violation and the cost of such is incidental to other rehabilitation of the property. For purposes of the DuPage County program, incidental shall mean that the combined total rehabilitation cost of these items shall be less than 25% of the total rehabilitation costs.
 - Work in basements: If a basement is not taxable square footage, only code violations and health and safety issues may be corrected. For example, mold remediation may be performed in a basement. Other restoration work will be performed on a “do no harm” basis, which means that damage to the basement or garage caused by performing eligible work may be repaired. For example, if all the drywall in a basement must be removed because of mold, drywall will not be replaced, because no code standard requires drywall in a basement. However, if a portion of drywall must be removed, or if a fixture in a basement must be removed due to mold, and such removal leaves a wall partially damaged or a gap in a wall, floor, or ceiling due to fixture removal, the drywall or gap may be repaired (without replacement of the fixture).
4. Accessibility improvements available only to households with a severely disabled member meeting the following HUD definition:

Persons are considered severely disabled if they:

- *Use a wheelchair or another special aid for 6 months or longer; or*
- *Are unable to perform one or more functional activities (seeing, hearing, having one’s speech understood, lifting and carrying, walking up a flight of stairs and walking); or*
- *Need assistance with activities of daily living (getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting) or instrumental activities or daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone); or*
- *Are prevented from working at a job or doing housework; or*
- *Have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility or dementia or mental retardation; or*
- *Are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).*

Work to be performed must be eligible under applicable Federal regulations and shall be for the purpose of providing greater accessibility or diminishment of impairment for the severely disabled household member. It could include such items as, but not be limited to, installation of wheelchair ramps, railings, bathroom grab bars, accessible doorknobs, or a warning system for the hearing impaired. All work performed must fix a condition or install a “fixture.”

Ineligible Activities

- New construction of room additions, fireplaces, sheds, or garages
- Foundation work beyond water sealing
- Painting and staining (unless condition of exterior paint is a code violation)
- Cabinets and counter tops
- Flooring (unless medical or accessibility issue)
- Repair of swimming pools and/or pool liners

- Repair of damage covered by a homeowner’s insurance policy
- Purchase or repair of appliances
- Window treatments
- Purely cosmetic or convenience improvements
- Reimbursement of previously done work
- Landscaping, sidewalks, garages, decks, and driveways – if the combined total rehabilitation cost of these items is greater than 25% of the total rehabilitation costs.

EXHIBIT B

Useful Life and Materials Standards

1. **Useful Life.** Estimation of useful life will be based on the Estimated Useful Life Tables in the FannieMae *Instructions for Performing a Multifamily Property Condition Assessment* (Version 2.0, dated October, 2014). Single family properties shall use the “Senior” column in the tables.
2. **Materials and Finishes.** Materials and finishes should be appropriate for the room and function. For example, non-porous surfaces should be used for countertops and flooring in kitchens, baths, and laundry areas.

When replacing components during rehabilitation, components should be replaced with like components, unless building codes, energy standards, and/or the needs of the occupants require different materials. For example, an “occupant need” may mean that allergies or disabilities dictate a solid surface flooring such as tile or laminate be installed in lieu of carpeting.

In owner occupied rehabilitation and homeowner projects (not including down payment assistance only projects), materials and finishes must be durable, but not exceed a mid-range grade of quality, and may not be “luxury improvements.” DuPage County will not permit an owner occupant to pay the difference to upgrade beyond the materials and finishes allowed under this policy or use an “allowance” system for components or fixtures. DuPage County specifically considers “luxury improvements” to include:

- granite countertops
- bamboo, hardwood and hardwood engineered flooring (or similar materials)
- cabinetry beyond builders grade cabinets
- tile, laminate flooring or carpet beyond a mid-range grade

In new construction and rehabilitation of rental properties, durability of materials should be considered so that the long-term financial viability of the project is not undermined by constant replacement of components due to wear and tear.

EXHIBIT B
Utility Allowances



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
2025 UTILITY ALLOWANCE SCHEDULE

EFFECTIVE JANUARY 1, 2025

	0 BR	1	2 BR	3 BR	4 BR	5	6 BR
<u>ELECTRIC</u>							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$39	\$47	\$55	\$64	\$72	\$77
House (Single Family Detached)	\$44	\$49	\$61	\$73	\$86	\$98	\$105
Cooking - All Unit Types	\$5	\$6	\$8	\$11	\$13	\$16	\$17
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$13	\$15	\$19	\$23	\$28	\$32	\$34
House (Single Family Detached)	\$16	\$19	\$24	\$29	\$34	\$40	\$43
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$22	\$25	\$34	\$44	\$53	\$62	\$67
House (Single Family Detached)	\$51	\$60	\$70	\$80	\$91	\$101	\$109
<u>NATURAL GAS</u>							
Cooking - All Unit Types	\$2	\$2	\$3	\$3	\$5	\$5	\$6
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$4	\$5	\$7	\$9	\$11	\$13	\$15
House (Single Family Detached)	\$5	\$6	\$9	\$11	\$14	\$16	\$17
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$15	\$18	\$21	\$24	\$27	\$30	\$33
House (Single Family Detached)	\$22	\$26	\$30	\$34	\$39	\$43	\$47
Monthly Gas Fee - All Unit Types	\$22	\$22	\$22	\$22	\$22	\$22	\$22
<u>MISCELLANEOUS</u>							
Water - All Unit Types	\$41	\$63	\$79	\$95	\$111	\$127	\$138
Sewer - All Unit Types	\$28	\$24	\$33	\$43	\$52	\$62	\$68
Trash - All Unit Types	\$14	\$24	\$24	\$24	\$24	\$24	\$24
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
Air Conditioning							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$3	\$4	\$5	\$7	\$9	\$10	\$11
House (Single Family Detached)	\$3	\$3	\$7	\$11	\$14	\$18	\$20
TOTAL ALLOWANCES							

Effective January 1, 2025

EXHIBIT C
PROPOSED PROJECT DEVELOPMENT BUDGET

DU PAGE COUNTY DEVELOPMENT BUDGET (Uses)					
	Project:	Taft and Exmoor	Developer:	Full Circle Communities, In	
	Project Number:	HM21-05/HM22-02/HM23-02			
		TOTAL	Per Unit	Per SF	% TDC
ACQUISITION					
Land		\$1,750,000	\$41,667		
Building			\$0		
Holding Costs		\$60,000	\$1,429		
Other:			\$0		
Other:			\$0		
	Total Acquisition:	\$1,810,000	\$43,095	\$43.87	8.3%
HARD COSTS (complete sheet #7)					
General Cond., Overhead & Profit		\$1,535,983	\$36,571		
Construction Hard Costs		\$11,906,630	\$283,491		
Building Permit & Other Local Fees		\$500,000	\$11,905		
	Total Construction:	\$13,942,613	\$331,967	\$337.92	63.6%
CONTINGENCY		\$681,254	\$16,220	1651.1%	3.1%
SOFT COSTS					
Architect: Design		\$418,628	\$9,967		
Architect: Supervision		\$140,000	\$3,333		
Civil Engineering		\$42,000	\$1,000		
Green Certification Fees		\$40,000	\$952		
Legal		\$175,000	\$4,167		
Accounting/Cost Certification		\$30,000	\$714		
Survey		\$22,000	\$524		
Appraisal		\$11,000	\$262		
Environmental Report		\$45,000	\$1,071		
Soil Tests		\$50,000	\$1,190		
Market Study		\$10,000	\$238		
3rd Party Cost Estimate		\$2,000	\$48		
Title & Recording		\$50,000	\$1,190		
Marketing		\$40,000	\$952		
Other: Construction supervision & documentation; non-m		\$115,000	\$2,738		
Other: Furniture, Fixtures, and Equipment		\$150,000	\$3,571		
	Total Soft Costs:	\$1,340,628	\$31,920	\$32.49	6.1%
PERMANENT FINANCING					
Application Fees		\$2,250	\$54		
LIHTC Fees		\$184,362	\$4,390		
Working Capital/Latent Defects LOC Fee			\$0		
Origination Fees		\$150,501	\$3,583		
Financing Legal Fees		\$60,000	\$1,429		
Lender's Inspecting Architect		\$13,000	\$310		
Bond Insurance Fees			\$0		
Credit Enhancement Fee			\$0		
Bank Escrow Fee			\$0		
Rating Agency Fee			\$0		
Other: IAHTC Reservation Fee		\$25,000	\$595		
Other: IHDA Subsidy Layering Review Fee		\$1,000	\$24		
	Total Interim Financing:	\$436,133	\$10,384	\$10.57	2.0%
INTERIM FINANCING					
Construction/Bridge Loan Interest		\$1,059,779	\$25,233		
MIP/Credit Enhancement during construction			\$0		
Servicing Fees during construction			\$0		
Real Estate Taxes during construction		\$20,000	\$476		
Insurance during construction		\$100,000	\$2,381		
Other: GC's P&P bond		\$182,465	\$4,344		
	Total Permanent Financing:	\$1,362,244	\$32,434	\$33.02	6.2%
SYNDICATION					
Syndication Legal		\$55,000	\$1,310		
Partnership organizational expense			\$0		
Other:			\$0		
	Total Syndication:	\$55,000	\$1,310	\$1.33	0.3%
RESERVES					
Real Estate Tax Reserve		\$36,361	\$866		
Insurance Reserve		\$44,100	\$1,050		
Capital Replacement Reserve		\$31,500	\$750		
Initial Rent-up Reserve			\$0		
Operating Reserve		\$285,913	\$6,807		
Debt Service Reserve			\$0		
Other:			\$0		
Other:			\$0		
Other:			\$0		
	Total Reserves:	\$397,874	\$9,473	\$9.64	1.8%
DEVELOPER FEE		\$1,892,621	\$45,062	\$45.87	8.6%
TOTAL DEVELOPMENT COSTS (TDC):		\$21,918,367	\$521,866	\$531.23	100.0%

EXHIBIT D
LEGAL DESCRIPTION

Parcel Index Numbers:

05-23-200-012

Affects: Lots 10 through 16

05-23-200-016

Affects: Lots 17, 18 and 19

05-23-200-021

Affects: Lots 20 and 21 and other property

Commonly Known As: Northwest corner of Taft and Exmoor Avenue, Glen Ellyn, IL 60137; 640 Taft Avenue, Glen Ellyn, IL 60137

LEGAL DESCRIPTION:

LOTS 10 THROUGH 21, INCLUSIVE, IN BLOCK 3 IN ROOSEVELT HILLS, A SUBDIVISION IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1928 AS DOCUMENT NO. 268777, IN DUPAGE COUNTY, ILLINOIS.

Exhibit E
HOME Funding Program Year Breakdown

Project Number	Program Year	HUD Obligation Date	Funding Amount
HM21-05	2021	08/03/2021	\$108,587.60
HM22-02	2022	09/09/2022	\$294,450.00
HM23-02	2023	06/28/2023	\$1,346,962.40
Total HOME Funding:			\$1,750,000.00

Exhibit F
VAWA Lease Addendum

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
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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 G
**DUPAGE COUNTY CONSORTIUM EMERGENCY TRANSFER PLAN
FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, AND STALKING**

DuPage County, by and through its Community Services Department, Community Development Commission (CDC) (collectively, the “County”) is concerned about the safety of its tenants, 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 of 1994, as amended (“VAWA”), the County allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. VAWA protections are not limited to women. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

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 regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that relevant housing programs within the DuPage County Consortium area are in compliance with VAWA.

Relevant HUD programs for the County are: (i) the HOME Investment Partnerships (HOME) program, (ii) the Emergency Solutions Grants (ESG) program, and (iii) the Continuum of Care (CoC) program (collectively, “HUD Programs”). For purposes of this Plan, eligible housing within DuPage County, and eligible housing located within the DuPage County Consortium area, that is supported by funding provided through any of these three HUD Programs, shall be called “HUD Program-Supported Housing.”

Definitions

- **HUD Program-Supported Housing Provider** means Developer, Owner, and/or Sponsor of HOME-assisted properties, and ESG and CoC delegate agencies.
- **Eligible Person** refers to someone residing in HUD Program-Supported Housing who is a victim of domestic violence, dating violence, sexual assault, or stalking, or an affiliated individual as those terms are defined in the VAWA Implementing Regulations.
- **External Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
- **Internal Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- **Safe Unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382).

DuPage County and the CDC are not landlords, nor do they operate any HUD Program-Supported Housing directly. Therefore, the County will undertake the following actions under this Plan, however, nothing in this Plan is intended to supersede any eligibility or other occupancy requirements that may apply under any individual HUD Program-Supported Housing program.

This plan may be amended, from time to time, by the County.

Eligibility for Emergency Transfers

A tenant, even those not in good standing, may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the *Notice of Occupancy Rights Under the Violence Against Women Act*, Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and the County must provide a copy if requested.

HUD-Program Supported Housing Providers may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**
 - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they (or their household member) stays in the same dwelling unit; **OR**
 - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

The County and HUD-Program Supported Housing Providers, in response to an emergency transfer request, will not evaluate whether the tenant (Eligible Person) is in good standing with the HUD Program-Supported Housing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Assisting HUD Program-Supported Housing Providers in Fulfilling Their VAWA Responsibilities

The County, through its contractual relationships with HUD Program-Supported Housing Providers, such as the Developers, Owners and/or Sponsors of HOME-assisted properties and ESG and CoC delegate agencies, will undertake to assist them in fulfilling their VAWA responsibilities generally. This will include:

- Adding requisite text concerning VAWA, including changes to tenant lease addenda and lease bifurcation text, to delegate agency agreements, HOME regulatory agreements, and the like;
- Ensuring that HUD Program-Supported Housing Providers give priority to Eligible Persons who qualify for an emergency transfer over other categories of tenants seeking transfers and individuals seeking placement on waiting lists;
- Maintaining a list of HOME-assisted units and making the list available to HUD Program-Supported

Housing Providers and/or tenants requesting an emergency transfer;

- Seeking confirmation that covered housing providers have an emergency transfer plan in place, and that they have provided all required VAWA information to all appropriate tenants and applicants; and collecting from covered housing providers all information that the County is required to collect under the implementing regulations.

To ensure that the County can meet these responsibilities, each HUD Program-Supported Housing provider must communicate with the County regarding VAWA compliance within its program. On an annual basis or when requested, typically during monitoring, HUD Program-Supported Housing providers must share the information included above, including any individualized Emergency Transfer Plan for the program, updated leasing documents, any tenant selection plan or other tenant prioritization plan, and any de-identified data regarding VAWA compliance as required under the law.

Emergency Transfer Policies

The County requires HUD Program-Supported Housing Providers to 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.

When the HUD Program-Supported Housing provider reviews the Eligible Person's transfer request, it will inquire and document where the Eligible Person believes it would be reasonable and safe to transfer to.

Upon receipt of an Eligible Person's full request to emergency transfer, absent any conflicting or missing information, the HUD Program-Supported Housing provider will approve or disapprove the Eligible Person's request within five business days.

Upon approving a request for emergency transfer, the HUD Program-Supported Housing provider will attempt to identify an alternative dwelling unit or placement, exhausting all resources available. The HUD Program-Supported Housing provider will confirm whether it has available internal units (utilizing the resources available through the current program or other programs that are County-funded within its housing portfolio) within five business days and communicate with the Eligible Person to determine if any of the available units are safe and reasonable to move to. If the unit is a safe unit for the Eligible Person, the HUD Program-Supported Housing provider will coordinate with its staff and the Eligible Person to coordinate the emergency transfer. If a HUD Program-Supported Housing provider identifies an available unit and the Eligible Person believes that unit would not be safe, they may request a transfer to a different unit.

To request an emergency transfer, the Eligible Person should follow the procedures listed for the particular HUD Program that provides the Eligible Person's housing. Information specific to each program should also be listed in the Eligible Person's lease and/or notice for reference. Please also see the Emergency Transfer Request Documentation section below.

An Eligible Person who requests an emergency transfer due to VAWA violence/abuse is considered a high-priority transfer and HUD Program-Supported Housing providers should make all attempts to expedite the move process. Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. HUD Program-Supported Housing providers should update their Tenant Selection Plans and

other property-specific documents to be consistent with this definition and process for an internal transfer.

HUD Program-Supported Housing providers should provide copies of the document(s) that identify the positions responsible for reviewing and approving emergency transfer requests, facilitating the emergency transfer process, and ensuring that VAWA requests are kept confidential and separate from main tenant files. HUD Program-Supported Housing providers should also be sure to account for staff turnover and rule changes by providing regular updates to tenants when the above positions change. HUD Program-Supported Housing providers will update these documents with the County annually, or whenever the position or policies surrounding emergency transfers changes.

Internal Transfers – When a Safe Unit is Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider’s property portfolio, the HUD Program-Supported Housing provider will facilitate the provision of VAWA protections for the Eligible Person as set out in the program-specific regulations below.

The County directs HUD Program-Supported Housing providers to treat emergency transfers within its housing portfolio, or another unit funded by the HUD Program-Supported Housing, as an internal transfer, where an Eligible Person will not be treated as a new applicant and will follow the timeline and procedures identified within this Plan. Even for these internal transfers, an Eligible Person may need to complete a housing application, sign a new lease, or complete other essential documentation to relocate to a new unit. However, they will not be treated as a new applicant, have to undergo an application process, and/or be added to a waitlist.

Internal Transfers – When a Safe Unit is Not Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider’s property portfolio, but the HUD Program-Supported Housing Provider does not have a safe unit available, the HUD Program-Supported Housing Provider shall give the Eligible Person priority over all others when the next unit becomes available. The HUD Program-Supported Housing Provider shall notify the County that no internal emergency transfer is available.

If the Eligible Person wishes to move forward with an external transfer in lieu of waiting for the next available unit to become available for an internal transfer, the HUD Program-Supported Housing Provider will support an external transfer for the Eligible Person, as outline below under “External Transfers”.

The County recognizes an Eligible Person’s right to choose a unit that is safe to them. The County is aware that nothing precludes an Eligible Person from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

External Transfers

If the HUD Program-Supported Housing provider cannot transfer an Eligible Person within their property portfolio within a reasonable timeframe, or the available unit is not deemed safe by the Eligible Person, it will support the Eligible Person in connecting with an external transfer, as described within the procedures herein. HUD Program-Supported Housing providers will not penalize an Eligible Person requiring an external emergency transfer with any unlawful fees or penalties in relation to their required move and will comply with all federal, state, and local protections for survivors of VAWA

violence/abuse, including the Illinois Safe Homes Act, the Fair Housing Act, and the Illinois Human Rights Act.

For external transfers, the HUD Program-Supported Housing provider cannot guarantee the timeframe in which a new unit will be available beyond the Emergency Transfer Plan's requirement that the HUD Program-Supported Housing provider attempt to identify a new unit as quickly as possible. However, the HUD Program-Supported Housing provider should respond to the transfer request within five business days to update the Eligible Person on the process and anticipated time frame.

HUD Program-Supported Housing Provider's will provide Eligible Person's with referrals to community partners and assist in identifying external affordable housing options, which may be done, in part, through utilization of the County's 211 system. Outreach will also be made to Family Shelter Services of Metropolitan Family Services DuPage and other organizations aiding victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. HUD Program-Supported Housing Providers may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Plan Procedures for each HUD Program-Supported Housing Program

HOME Investment Partnerships (HOME) Program:

If an Eligible Person in a HOME-assisted unit seeks VAWA protections under 24 CFR § 92.359, the request may be made through the Eligible Person's housing or facility owner, or manager. The owner of HOME-assisted rental housing must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants upon admission or denied admission to a HOME-assisted unit, and with any notification of eviction from a HOME-assisted unit.

DuPage County operates a HOME Tenant-Based Rental Assistance (TBRA) program through Subrecipient agencies which are also HUD Program-Supported Housing Providers. These Subrecipient HUD Program-Supported Housing Providers must similarly provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants for HOME TBRA when HOME TBRA rental assistance is approved or denied, with notification of termination of HOME TBRA, and with any notification of eviction.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Solutions Grant (ESG) Program

If an Eligible Person in an ESG program seeks VAWA protections under 24 CFR § 576.409, the request may be made through the housing owners, or Eligible Person's ESG recipient or subrecipient administering ESG rental assistance, or HUD Program-Supported Housing Provider.

The recipient or subrecipient of ESG must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382)

described in 24 CFR 5.2005(a) to applicants and tenants when denied ESG rental assistance, when an application for a unit receiving project-based rental assistance is denied, when ESG rental assistance begins to be received, upon notification of termination of ESG rental assistance, and upon notification of eviction.

As of the drafting of this Plan, the County nor its ESG subrecipient's provide ESG funding in the form of project-based rental assistance. If a tenant resides in a project-based rental assistance unit and a safe unit is not immediately available for an internal emergency transfer, the tenant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided.

If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were on the original lease, then they will continue to receive tenant-based rental assistance, for which they are eligible. If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were not on the original lease, then they may apply for ESG tenant-based rental assistance but will not receive any priority.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Continuum of Care (CoC)

The CoC has adopted this DuPage County Consortium Emergency Transfer Plan, and recipients and subrecipients in the CoC must follow this plan. If an Eligible Person in a CoC program seeks VAWA protections under 24 CFR § 578.99(j), the request may be made through the owner or landlord, recipient, or subrecipient of CoC program funding.

For CoC-assisted housing arrangements, the Eligible Person or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under the CoC program, provided that: the Eligible Person or family meets all eligibility criteria by Federal law or regulation or HUD NOFA; and the Eligible Person or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The Eligible Person or family shall not be required to meet any other eligibility criteria or preferences for the project. The Eligible Person or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

The CoC recipient must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) to applicants and tenants upon denial of permanent or transitional housing, upon admission to permanent or transitional housing, upon notification of eviction, and upon notification of termination of assistance.

If a family who is receiving tenant-based rental assistance separates to effect an emergency transfer, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed. If a family living in permanent supportive housing separates and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project as provided under § 578.75(j). Otherwise, if

a family living in a project funded under this part separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify staff of their HUD Program-Supported Housing Provider, which includes staff on-site at the property. Staff shall immediately notify the Eligible Person of their right to an emergency transfer by making available a copy of the HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, in the primary language of the tenant. If the HUD Program-Supported Housing Provider does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, the HUD Program-Supported Housing Provider may ask for this documentation in accordance with 24 CFR 5.2007. Unless the HUD Program-Supported Housing Provider receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), the HUD Program-Supported Housing Provider cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. The HUD Program-Supported Housing Provider will provide reasonable accommodations to this policy for individuals with disabilities.

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member) stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* may be used for making a written request for an emergency transfer.

The HUD Program-Supported Housing Provider may request, in writing, documentation of VAWA violence or abuse. It is at the discretion of the tenant what documentation to provide. The tenant shall have a minimum of 14 days to provide documentation. The HUD Program-Supported Housing Provider is in no way required to request documentation. The following are acceptable forms of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped the tenant address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both the tenant and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows the tenant (or a household member) are a victim of VAWA violence/abuse; or

- If permitted by the HUD Program-Supported Housing Provider, a statement or other evidence provided by the tenant.

Priority for Transfers

Due to the urgent safety risks involved in VAWA violence/abuse, Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. These priorities are also noted above under the Emergency Transfer Procedures section.

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, the HUD Program-Supported Housing Provider and/or County must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5382) and the *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by the HUD Program-Supported Housing Provider and/or County employees or contractors if explicitly authorized by the HUD Program-Supported Housing Provider and/or County for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse. Accordingly, for tenant-based subsidies provided by HUD Program-Supported Housing, providers must also maintain confidentiality and consider safety risks and concerns in communicating with landlords working with their program.

Emergency Transfer Procedure

The County and HUD Program-Supported Housing Providers cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. HUD Program-Supported Housing Providers will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If a HUD Program-Supported Housing Provider identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. HUD Program-Supported Housing Providers may be unable to transfer a tenant and their household to a particular unit if the tenant and their household have not established or cannot establish eligibility for that unit.

If HUD Program-Supported Housing Providers do not have any safe and available units for which the

tenant is eligible, HUD Program-Supported Housing Providers will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HUD Program-Supported Housing Providers will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are referenced in this plan.

Making the Emergency Transfer Plan Available

The County will make this Emergency Transfer Plan available upon request and publicly available as part of the CDC's Policy Manual, which can be found on the County's website:

https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/policy_groups_meetings_and_manual.php

Upon request, reasonable accommodations will be provided to ensure effective communication with individuals with disabilities. This Emergency Transfer Plan and referenced HUD forms will be made available in alternative accessible forms for persons with disabilities, upon request. VAWA forms will also be available in languages outlined in the County's Language Access Plan.

Safety and Security of Tenants

When HUD Program-Supported Housing Providers receives any inquiry or request regarding an emergency transfer, the HUD Program-Supported Housing Provider will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider. For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

National Resources

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline by calling 1-800-799-SAFE (7233), via text by texting "START" to 88788, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, the National Domestic Violence Hotline can be accessed through the webpage <https://www.thehotline.org/>, via text by texting "START" to 88788, or by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's (RAINN) National Sexual Assault Hotline at 800-656-HOPE (4673), may text "HOPE" to 64673, or visit the online hotline at <https://rainn.org/help-and-healing/hotline/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime Victim Connect Resource Center by calling or texting 1-855-4VICTIM (855-484-2846) or by visiting the webpage at <https://victimconnect.org/>.

Local Resources

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.

Family Shelter Service of Metropolitan Family Services DuPage

Hotline: 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.

YWCA Metropolitan Chicago

Hotline: 888-293-2080

Exhibit H
HOME Unit Designations

All HOME units are fixed.

Bedroom Size	# of HOME Units	High HOME or Low HOME	% MFI	PBVs (Yes or No)
Efficiency	3	Low HOME	50%	No
1 BR	4	Low HOME	50%	Yes (2 Units)
2 BR	3	Low HOME	50%	No



HS Requisition \$30,000 and Over

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

File #: HS-P-0059-25

Agenda Date: 12/2/2025

Agenda #: 15.B.

AWARDING RESOLUTION TO
OPTIMUM MANAGEMENT RESOURCES
TO PROVIDE TECHNICAL ASSISTANCE AND
CONSULTATION SERVICES
(CONTRACT TOTAL AMOUNT \$37,350)

WHEREAS, an 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 contract purchase order to Optimum Management Resources, for professional services to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care (CoC), for the period January 1, 2026 through December 31, 2026, for Community Services through the HUD CoC Planning Grant.

NOW, THEREFORE BE IT RESOLVED, that County contract covering said, for professional services to provide technical assistance and consultation services to the DuPage County Homeless CoC, for the period January 1, 2026 through December 31, 2026, for Community Services through the HUD CoC Planning Grant, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Optimum Management Resources, 1513 North Columbia, Naperville, Illinois 60563, for a contract total amount not to exceed \$37,350.

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this resolution and any documents attached and made a part hereof, to Peg White-Lijewski, 1513 North Columbia, Naperville, IL 60563, the Finance Department, and Community Services.

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$37,350.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/2/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$37,350.00
	CURRENT TERM TOTAL COST: \$37,350.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Optimum Management Resources	VENDOR #: 11548	DEPT: Community Services	DEPT CONTACT NAME: Joan Fox
VENDOR CONTACT: Peg White Lijewski	VENDOR CONTACT PHONE: 630-926-5238	DEPT CONTACT PHONE #: 630-407-6426	DEPT CONTACT EMAIL: joan.fox@dupagecounty.gov
VENDOR CONTACT EMAIL: peglijewski@gmail.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.). Grant funded purchase of specialized professional services to assist our Continuum of Care compete for over \$7.37 million annually for DuPage Agencies to provide services to homeless persons. Awards are for HUD allowed programs such as Permanent Supportive, & Rapid Rehousing, for homeless persons. In addition the awards allow for Continuum Planning and data management through our Homeless Management Information System which assists our Continuum move toward our goal of making the condition of homelessness infrequent, brief and a one-time occurrence

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
 DuPage County Community Services is the lead agency for the DuPage Continuum of Care. Much of our staffing related to the competitive funding process comes from the Continuum consultant. Optimum Management Resources (OMR) which has been providing professional services to the Continuum since it started in 1999. This is a highly specialized field and requires familiarity with complex HUD regulations and processes. The amount of funding received is based on performance. Therefore, the consultant must be familiar with the working of the HUD system and be able to guide the Continuum's planning and development to maximize the DuPage Continuum of Care's Score on its annual application to HUD. OMR is a local entity with the special knowledge and expertise necessary to prepare our continuum agencies to be in the best position possible for the competition and possesses the ability to complete the research, engagement, and tasks of completing the HUD Continuum of Care application components.

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Source of Selection--OMR is the local entity with the special knowledge and expertise necessary to provide Continuum services in preparation of the application to HUD. It is important to have a local entity to provide these services, as attendance is required at various meetings of the Continuum, Regional planning groups and the necessity to provide training and technical assistance to Continuum agencies. OMR has a proven track record of success with the Continuum since 1999 and has been instrumental in the DuPage Continuum receiving over \$7.1 Million from HUD for 2024 (no application submitted for 2025).
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). Recommendation - Proceed with OMR P.O. Alt 1.) Hire additional staff to assist with the NOFO Process 2.) Authorize Overtime

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: Optimum Management Resources	Vendor#: 11548	Dept: Community Services	Division: Housing Supports and Self-Sufficiency
Attn: Peg White Lijewski	Email: peglijewski@gmail.com	Attn: Joan Fox	Email: joan.fox@dupagecounty.gov
Address: 1512 N. Columbia	City: Naperville	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60563	State: IL	Zip: 60187
Phone: 630-926-5238	Fax:	Phone: 630-407-6426	Fax: 630-407-6501
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2026	Contract End Date (PO25): December 31, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Contract purchase order for professional services to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care for the periods of January 1, 2026 through December 31, 2026	FY26	5000	1510	53090	IL1918L5T1 42400	37,350.00	37,350.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 37,350.00

<i>Comments</i>	
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.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND OPTIMUM MANAGEMENT RESOURCES
FOR PROFESSIONAL CONSULTING SERVICES
(\$37,350)

AGREEMENT, is entered into as of the 1st day of January, 2026 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Optimum Management Resources, a corporation licensed to do business in the State of Illinois, with offices at 1513 N. Columbia, Naperville, IL 60563 (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage 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 et. seq.); and

WHEREAS, the COUNTY is the facilitator and a participant in the DuPage County Homeless Continuum of Care, which is a collaboration of public and private agencies organized to work together toward the mission of ending homelessness in DuPage County; and

WHEREAS, the COUNTY requires professional services to prepare the application for funding to assist said Continuum of Care in its mission; and

WHEREAS, Optimum Management Resources (“CONSULTANT”) has experience and expertise in this area, is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed Thirty-Seven Thousand Three Hundred Fifty and 00/100 Dollars (\$37,350.00); and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which is hereby incorporated by reference. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 6.0, below, unless otherwise modified as provided herein.

2.2 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensations and Scope of Work shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 below, except as allowed in Paragraph 15.3, below.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of Community Services of the COUNTY, (hereinafter referred to as the "Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chair.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 6.3, 6.4, 7.1, 8.2, 8.3, and 21.2, as well as any requirements contained in Exhibits A, B and C attached hereto.

- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any technical subconsultants to complete COUNTY ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 6.3..
- 4.2 Any subconsultant(s) hired by the CONSULTANT shall be supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY under this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work no later than five (5) working days after the execution of this AGREEMENT, or on January 1, 2026, whichever is later, unless delayed by the submittal of a schedule as required in subparagraph 5.2. Under this AGREEMENT, the COUNTY is not liable and will not pay the CONSULTANT for any work performed before January 1, 2026.
- 5.2 Unless otherwise defined in the Scope of Work or attached hereto as Exhibit B, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of commencement under subparagraph 5.1. The submittal of said schedule shall be at the discretion of the COUNTY and is subject to approval by the COUNTY. All of the services required hereunder shall be completed in accordance with the schedule as accepted, but in no event later than December 31, 2026, unless the term of this AGREEMENT is extended in accord with Paragraph 14.1 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by

changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 COMPENSATION

- 6.1 The COUNTY shall pay the CONSULTANT for services rendered during the term of this AGREEMENT and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 6.2 For services performed, the COUNTY shall pay CONSULTANT in accord with the Schedule of Fees attached and incorporated hereto as Exhibit "C" and as set forth in the following paragraphs. The CONSULTANT may not charge the COUNTY for direct expenses not provided for in the Schedule of Fees. In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 6.3 The CONSULTANT shall submit its progress reports/invoices for tasks completed and services rendered to the COUNTY on a not more often than a monthly basis. Each progress report/invoice shall summarize the tasks performed and the hours spent and the corresponding money being billed. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the County. Each invoice shall also include 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 CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 6.4 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Thirty-Seven Thousand Three Hundred Fifty and 00/100 Dollars (\$37,350.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work unless this AGREEMENT is modified pursuant to Article 14.0.
- 6.5 Upon receipt, review and approval of properly documented progress reports, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts requested, provided that the amounts requested together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, as a whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act.”
- 6.6 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

7.0 DELIVERABLES

- 7.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Director directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference..

8.1 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a Worker's Compensation Insurance in statutory amounts.
 - 8.1.b Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than Two Million and 00/100 dollars (\$1,000,000.00) aggregate; including limits of not less than one 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 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.

- 8.2 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. The CONSULTANT shall provide copies of the above Insurance Policies upon the request of the COUNTY.
- 8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and 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 COUNTY.
- 8.4 CONSULTANT'S insurance required by Paragraphs 8.1.b, above, shall name the COUNTY, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state: "The County of DuPage, its officers, employees and agents are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, 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 CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 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, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, 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 to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly accepted in the industry.
- 10.2 The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this

provision.

- 10.4 Acceptance of the work shall not relieve the CONSULTANT of responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 7.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY. In the event any of the above items are lost or damaged while in CONSULTANT'S possession, such items shall be restored or replaced at CONSULTANT'S expense.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 In the performance of Services, CONSULTANT may have access to certain information that is not generally known to others ("CONFIDENTIAL

INFORMATION”). CONSULTANT 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 because of this AGREEMENT without the prior written consent of the COUNTY. CONSULTANT 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 CONSULTANT disseminate any information regarding Services without the prior written consent of the COUNTY. CONSULTANT agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by CONSULTANT under this AGREEMENT. The terms of this Paragraph shall survive the expiration or termination of this AGREEMENT.

- 12.4 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.5 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH STATE AND OTHER LAWS

- 13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State, COUNTY and local statutes, ordinances and regulations, and will obtain permits, or other mandated approvals, whenever applicable, in the performance of Services under this AGREEMENT
- 13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 The CONSULTANT acknowledges knowledge of the COUNTY’S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Article 16.0, or
 - (b) The expiration of this AGREEMENT on December 31, 2026, or to a new date agreed upon by the parties, or
 - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 31, 2026.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT

after the expiration date set forth in Paragraph 15.1(b), above, or after early termination of this AGREEMENT. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the expiration or termination of this AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 7.1, above.

16.0 TERMINATION

- 16.1 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, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of local government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0 above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY's election.
- 16.2 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 services rendered prior to termination. There shall be no termination expenses.
- 16.3 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.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 17.3 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.

17.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 This AGREEMENT may be assigned by either party provided; however, such an assignment shall be first approved, in writing, by the other party.

19.0 SEVERABILITY

19.1 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.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1 above, in order to remedy and/or replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court, DuPage County, located in Wheaton, Illinois.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

County of DuPage
421 North County Farm Road
Wheaton, IL 60187
Fax: 630-407-6501
Email: mary.keating@dupagecounty.gov
Attn: Mary A. Keating, Director of Community Services

Optimum Management Resources
1513 N. Columbia
Naperville, IL 60563
Fax:630-926- 5238

Email: peglijewski@gmail.com
Attn: Margaret White Lijewski, President

- 20.3 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours (8:00a.m. – 4:30p.m. CST or CDT, Monday-Friday); (b) served by facsimile transmission during regular business hours; (c) served by email during regular business hours with a return acknowledgement of receipt by the receiver; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally, by facsimile transmission, or by email shall be effective upon receipt and acknowledgement, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

- 22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

- 23.1 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.

24.0 REPRESENTATIONS AND WARRANTIES OF CONSULTANT

- 24.1 CONSULTANT 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.
- 24.2 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.
- 24.3 Good Standing. CONSULTANT 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.

24.4 Authorization. In the event CONSULTANT is an entity other than a sole proprietorship, CONSULTANT 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 the CONSULTANT is duly authorized by CONSULTANT and has been made with complete and full authority to commit CONSULTANT to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of CONSULTANT.

24.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by, on behalf of, or to CONSULTANT in relation to this AGREEMENT or as an inducement for the award of this AGREEMENT..

IN WITNESS OF, the parties set their hands and seals as of the date first written above

COUNTY OF DUPAGE

OPTIMUM MANAGEMENT
RESOURCES

BY: _____

BY: _____

DEBORAH A. CONROY
CHAIR, DUPAGE COUNTY BOARD

MARGARET WHITE LIJEWSKI
PRESIDENT, OMR

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, COUNTY CLERK

NAME:
TITLE:

EXHIBIT A SCOPE OF WORK

This Exhibit includes the scope of work for the services of Optimum Management Resources for preparation of the application to receive funds under the federal Continuum of Care program and the research and engagement necessary to prepare such an application. DuPage County, as recipient of CDBG funds, has stated the importance of the Continuum of Care and the CoC application for funding in its Consolidated Plan, demonstrating that such an activity is necessary to achieve its community development objectives.

Optimum Management Resources will fully prepare, for submission, the Continuum of Care funding application in the HUD internet-based grants management systems, e-snaps. This preparation includes using systems of e-snaps, SAGE, including any updates, training and multiple reviews of each applicant's application for accuracy. This will entail a review of each applicant's Annual Performance Report for information needed to be used in the Consolidated Application process.

The Consultant will continue to provide technical assistance on funding strategies for most effective use of HUD funds and ensure that tasks necessary for maximum points on the annual Continuum Consolidation application are completed throughout the year in a timely manner. In addition, the Consultant will be a liaison, in coordination with designated DuPage County Staff, with the HUD personnel in the Chicago regional office and in Washington, D.C. and provide technical assistance to all continuum members as necessary. There will be ongoing communication with the Housing Supports and Self-Sufficiency Unit Administrator, the Continuum Planner, CoC Committee Chairs, Continuum members, the Regional Roundtable Coordinator, and the Community Development Department staff.

EXHIBIT B DELIVERABLES

This task shall consist of the following specific activities.

- Prepare Annual Notice of Request for CoC new and renewal Project Applications each year with guidelines and deadlines.
- Prepare schedule of CoC internal application deadlines.
- Prepare annual HUD project renewal list with amounts and project descriptions after awards are announced.
- Review and analyze the Homeless Populations data on the master HMIS PIT report and in HDX prior to submission. Consult with HMIS and CoC Planner on data revisions/questions, notes and methodology sections.
- Review and analyze the Housing Inventory data on the master HIC HMIS report with comparisons/explanations and new projects verification prior to entry in HDX.
- Prepare Housing Inventory reports by Housing type for website.
- Prepare Populations Charts for posting on website.
- Complete PIT Comparison Summary report for the CoC after final submissions in HDX.
- Complete 2026 HUD Grants Inventory Worksheet, ensuring all projects are included with correct funding amounts and completing any change forms to HUD field office.
- Complete the annual CoC registration process and confirmation of geography and funding amounts in E-snaps.
- Complete registration summary in E-snaps for final approval.
- Review the update of the Continuum Applicant Profile in e-snaps.
- Complete a thorough reading and review of the 2026 HUD CoC Notice of Fund Opportunity and all Detailed Instructions modules. Complete a draft of all CoC application questions in Word to work outside of e-snaps.
- Prepare Continuum NOFO Notice of Local Competition after it is announced, including Bonus project rules and re-allocation rules based on complete review of HUD CoC Program Section.
- Consult with applicants on the types of projects which are eligible, project budgets, and match requirements.
- Prepare an e-snaps Project application template for both new and renewal projects for agency applicants based on Continuum NOFO requirements.
- Provide consultation and training to the project applicants on electronic application procedures, accurate completion of project application; leveraging questions; and the application submission process.
- Provide a review of each HUD project application template with written feedback to applicants on corrections or additions via email prior to electronic data entry.
- Provide a complete Project List with tiering amounts to the Leadership Committee meeting.
- Assist in reviewing project applications and provide technical assistance on tiering at the Leadership Committee Tiering meeting for determining project tiering order for the Project Priorities.

- After Leadership decisions, complete final Project Tiering List, Projects Accepted memo, and Projects Rejected-Reduced memo with rationale for approval by CoC Lead.
- Compile all required aggregate information from project applications and other sources needed for the consolidated CoC application.
- Review all project submissions into e-snaps for accuracy and send back for amendment any project that requires corrections. Continue to review submissions till 100% accurate.
- Obtain all required attachment documents, create cover pages, and review them to ensure they meet requirements.
- Coordinate all required public postings of documents with Continuum Planner. Compile documents for the required public postings with instructions for the posting including dates and wording on the website. Work in coordination with CoC lead agency staff to provide training and continuity of the CoC application process.
- Ensure complete electronic entry of the HUD Project Priority Listings module in e-snaps in accordance with all guidelines and requirements. Ensure that projects submitted are accurately listed in funding priority order. Work in coordination with CoC lead agency staff to provide training and continuity of this process.
- Ensure completion of the HUD Continuum Consolidated application and documentation requirements in accordance with all guidelines and attachment requirements. Work in coordination with CoC lead agency staff to provide training and continuity of process.
- Complete any necessary revisions or modifications to all project applications, CoC Consolidated application, and Project Priority Listing and coordinate final electronic submission with CoC Lead. Work in coordination with CoC lead agency staff to provide training and continuity of this process.
- Consultation with HUD regarding interpretation of regulations as necessary. Submit questions to help desk as needed to ensure correct interpretation of instructions and regulations and to correct glitches in e-snaps.
- Complete CoC Annual NOFO Report with recommendations and performance results after completion of the CoC application.
- Based on NOFO, provide consultation and feedback to the Leadership Committee on revisions to the next year CoC Ranking Criteria to be consistent with HUD priorities. Consult with Planner on revisions to Business Plans and Cost Forms for next year.
- Provide HUD grantees with ongoing technical assistance throughout the application process.
- Ongoing consultation with Continuum Planner and the designated staff in the DuPage County Dept of Community Services.
- In coordination with COC agency staff, update CoC Preliminary project evaluation, Business Plan and Cost Forms for renewal and new projects. Develop a separate application for Coordinated Entry.
 - Oversight and review of Neighborly platform for the CoC application process.
 - Complete Review and update the current Ranking Criteria and scoring points. Ensure that the Neighborly scoring sheet matches.

- Follow up with Neighborly staff on changes needed and correct loading of application forms. Check the Reviewer portal, Score Summary export in Neighborly.
- Review and update the CoC Program Overview, preliminary project evaluation, business plan, DV questionnaire and cost forms in Neighborly.
- Review and update Score Assist Summary worksheet for CoC reviewer scoring. Assist with preliminary review of scoring for individual anomalies and follow up on these.
- As applicable, complete Debriefing Summary on the scoring of the previous year COC applications for distribution to the Leadership with score comparisons report from the Regional Roundtable members.

**EXHIBIT C
SCHEDULE OF FEES**

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following project costs and payment terms.

Project Cost:

Total Project cost shall not exceed Thirty-Seven Thousand Three Hundred Fifty and 00/100 Dollars (\$37,350.00). COUNTY shall be responsible for payment to CONSULTANT for said cost.

Payment Terms:

Payments will be billed as activities are completed. All requests for payment shall be accompanied by a list describing the scope of work accomplishments for the time period covered by the request.



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	OPTIMUM MANAGEMENT RESOURCES INC
CONTACT PERSON:	Margaret Lijewski
CONTACT EMAIL:	peglijewski@gmail.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

Yes

No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
N/A				
↓				

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
N/A		

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Margaret Lijewski

Signature: 

Title: President

Date: 10/25/2025



Finance Resolution

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

File #: FI-R-0206-25

Agenda Date: 12/2/2025

Agenda #: 7.A.

ACCEPTANCE AND APPROPRIATION OF
THE DUPAGE CARE CENTER FOUNDATION -
FOUNDATION COORDINATOR GRANT PY26 - DCCFFCG26
COMPANY 5000 - ACCOUNTING UNIT 2120
\$32,500

(Under the administrative direction of
the DuPage Care Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of \$32,500 (THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS) are available to be used to provide partial funding for a part-time Foundation Coordinator whose responsibilities include planning and coordination of fundraising events, promoting community awareness, pursuing grant and sponsorship funding, and management of donations; and

WHEREAS, to receive said grant funds, the County of DuPage on behalf of the DuPage Care Center must accept a letter dated November 13, 2025, from the DuPage Care Center Foundation, 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 grant award is from December 1, 2025, through November 30, 2026; and

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

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

WHEREAS, the DuPage County Board finds that the need to appropriate said 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 sheet (ATTACHMENT I) in the amount of \$32,500 (THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS) be made to establish the DuPage Care Center Foundation - Foundation Coordinator Grant PY26, Company 5000 - Accounting Unit 2120, for the period of December 1, 2025 to November 30, 2026; and

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

BE IT FURTHER RESOLVED by the DuPage County Board, that should local 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.

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH
DUPAGE CARE CENTER FOUNDATION - FOUNDATION COORDINATOR GRANT PY26
COMPANY 5000 – ACCOUNTING UNIT 2120
\$32,500

REVENUE

46009-0000 - Private Grants	\$	<u>32,500</u>
TOTAL ANTICIPATED REVENUE	\$	<u><u>32,500</u></u>

EXPENDITURES

PERSONNEL

50040-0000 - Part Time Help	\$	24,860
51010-0000 - Employer Share I.M.R.F.		2,215
51030-0000 - Employer Share Social Security		1,903
51040-0000 - Employee Med & Hosp Insurance		<u>3,522</u>
TOTAL PERSONNEL	\$	<u>32,500</u>
TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>32,500</u></u>



DuPage Care Center
FOUNDATION

President
Debra Giampoli

November 13, 2025

Vice President
Robert Kliebhan

Mr. Geoffery Kinczyk & Ms. Hetal Shah

The County of DuPage

Directors

Wheaton, Illinois

Jennifer Chambers

Babs Cleary

Mark De Iorio

Kenneth Moy

Tony Reyes

RE: Foundation Coordinator Grant (DCCFCG26)

Grant Dates: 12/1/2025 – 11/30/2026

Grant Award: \$32,500.00

**Foundation
Coordinator**

Connor Brown

Mr. Kinczyk & Ms. Shah,

Please be advised that the DuPage Care Center Foundation (DCCF) Board of Directors approved the Grant Award of \$32,500.00 through 11/30/2026 as referenced above for the Foundation Coordinator Grant (DCCFCG26). The Foundation Board approved the funding of this grant at the Quarterly DCCF Board Meeting on October 30, 2025. The DCCF Board is continuing the payment schedule as approved for the DCCF Fiscal Year 2026.

Respectfully submitted,

Signature on file

Debra Giampoli, DCCF President

Cc: Janelle Chadwick

Shauna Berman

Christine Kliebhan



Finance Resolution

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

File #: FI-R-0207-25

Agenda Date: 12/2/2025

Agenda #: 10.C.

ACCEPTANCE AND APPROPRIATION OF
THE DUPAGE CARE CENTER FOUNDATION
RECREATION THERAPY GRANT PY26 - DCCFRTG26
COMPANY 5000 - ACCOUNTING UNIT 2120
\$30,083

(Under the administrative direction of the DuPage Care Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of \$30,083 (THIRTY THOUSAND EIGHTY-THREE AND NO/100 DOLLARS) are available to be used to continue funding for two part-time Recreation Therapy Aid positions to support the All-House Program; and

WHEREAS, to receive said grant funds, the County of DuPage on behalf of the DuPage Care Center must accept a letter dated November 13, 2025 from the DuPage Care Center Foundation, 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 grant award is from December 1, 2025 through November 30, 2026; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$30,083 (THIRTY THOUSAND EIGHTY-THREE AND NO/100 DOLLARS) be made to establish the DuPage Care Center Foundation Recreation Therapy Grant PY26, Company 5000 - Accounting Unit 2120, for the period December 1, 2025 through November 30, 2025; and

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

BE IT FURTHER RESOLVED that should local 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

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH
THE DUPAGE CARE CENTER FOUNDATION-RECREATION THERAPY GRANT PY26
COMPANY 5000 – ACCOUNTING UNIT 2120
\$30,083

REVENUE

46009-0000 - Private Grants \$ 30,083

TOTAL ANTICIPATED REVENUE \$ 30,083

EXPENDITURES

PERSONNEL

50040-0000 - Part Time Help \$ 26,343

51010-0000 - Employer Share I.M.R.F. 1,674

51030-0000 - Employer Share Social Security 2,016

51040-0000 - Employee Med & Hosp Insurance 50

TOTAL PERSONNEL \$ 30,083

TOTAL ADDITIONAL APPROPRIATION \$ 30,083



DuPage Care Center
FOUNDATION

President
Debra Giampoli

November 13, 2025

Vice President
Robert Kliebhan

Mr. Geoffery Kinczyk & Ms. Hetal Shah

The County of DuPage

Directors

Wheaton, Illinois

Jennifer Chambers

Babs Cleary

Mark De Iorio

Kenneth Moy

Tony Reyes

RE: Recreation Therapy Grant (DCCFRTG26)

Grant Dates: 12/1/2025 – 11/30/2026

Grant Award: \$30,083.00

Foundation

Coordinator

Connor Brown

Mr. Kinczyk & Ms. Shah,

Please be advised that the DuPage Care Center Foundation (DCCF) Board of Directors approved the Grant Award of \$30,083.00 through 11/30/2026 as referenced above for the Recreation Therapy Grant (DCCFRTG26). The Foundation Board approved the funding of this grant at the Quarterly DCCF Board Meeting on October 30, 2025. The DCCF Board is continuing the payment schedule as approved for the DCCF Fiscal Year 2026.

Respectfully submitted,

Signature on file

Debra Giampoli, DCCF President

Cc: Janelle Chadwick

Shauna Berman

Christine Kliebhan



Finance Resolution

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

File #: FI-R-0205-25

Agenda Date: 12/2/2025

Agenda #: 8.A.

ACCEPTANCE AND APPROPRIATION OF THE
DUPAGE CARE CENTER FOUNDATION
MUSIC THERAPY GRANT PY26 - DCCFMTG26
COMPANY 5000 - ACCOUNTING UNIT 2120
\$63,486

(Under the administrative direction of the DuPage Care Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of \$63,486 (SIXTY-THREE THOUSAND FOUR HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) are available to be used to provide funding for music therapy services to address the physical, emotional, cognitive, and social needs of DuPage Convalescent Center residents; and

WHEREAS, to receive said grant funds, the County of DuPage on behalf of the DuPage Care Center must accept a letter dated November 13, 2025, from the DuPage Care Center Foundation, 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 grant award is from January 1, 2026, through December 31, 2026; and

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

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$63,486 (SIXTY-THREE THOUSAND FOUR HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) be made to establish the DuPage Care Center Foundation-Music Therapy Grant PY26, Company 5000 - Accounting Unit 2120, for the period of January 1, 2026, to December 31, 2026; and

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

BE IT FURTHER RESOLVED by the DuPage County Board, that should local 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.

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH
THE DUPAGE CARE CENTER FOUNDATION-MUSIC THERAPY GRANT PY26
COMPANY 5000 – ACCOUNTING UNIT 2120
\$63,486

REVENUE

46009-0000 - Private Grants \$ 63,486

TOTAL ANTICIPATED REVENUE \$ 63,486

EXPENDITURES

CONTRACTUAL

53090-0000 - Other Professional Services \$ 63,486

TOTAL CONTRACTUAL \$ 63,486

TOTAL ADDITIONAL APPROPRIATION \$ 63,486



DuPage Care Center
FOUNDATION

President
Debra Giampoli

November 13, 2025

Vice President
Robert Kliebhan

Mr. Geoffery Kinczyk & Ms. Hetal Shah

The County of DuPage

Directors
Jennifer Chambers

Wheaton, Illinois

Babs Cleary

RE: Music Therapy Grant (DCCFMTG26)

Mark De Iorio

Grant Dates: 1/1/2026 – 12/31/2026

Kenneth Moy

Tony Reyes

Grant Award: \$63,486.00

**Foundation
Coordinator**
Connor Brown

Mr. Kinczyk & Ms. Shah,

Please be advised that the DuPage Care Center Foundation (DCCF) Board of Directors approved the Grant Award of \$63,486.00 through 12/31/2026 as referenced above for the Music Therapy Grant (DCCFMTG26). The Foundation Board approved the funding of this grant at the Quarterly DCCF Board Meeting on October 30, 2025. The DCCF Board is continuing the payment schedule as approved for the DCCF Fiscal Year 2026.

Respectfully submitted,

Signature on file

Debra Giampoli, DCCF President

Cc: Janelle Chadwick

Shauna Berman

Christine Kliebhan



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0060-25

Agenda Date: 12/2/2025

Agenda #: 15.C.

AWARDING RESOLUTION ISSUED TO
PULMONARY EXCHANGE, LTD.
FOR RENTAL OF RESPIRATORY CARE EQUIPMENT
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$35,000.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Pulmonary Exchange, Ltd., for the rental of respiratory care equipment, for the period of January 18, 2026 through January 17, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the rental of respiratory care equipment, for the period of January 18, 2026 through January 17, 2027, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Pulmonary Exchange, Ltd., 9480 Southwest Highway, Oaklawn, Illinois 60453, for a contract total amount not to exceed \$35,000.00, per lowest responsible bid #25-129-DCC.

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-2853	RFP, BID, QUOTE OR RENEWAL #: 25-129-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$35,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$140,000.00
	CURRENT TERM TOTAL COST: \$35,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Pulmonary Exchange, Ltd.	VENDOR #: 11800	DEPT: DuPage Care Center	DEPT CONTACT NAME: Nursing Department
VENDOR CONTACT: Ray Kalinsky	VENDOR CONTACT PHONE: 708-423-8888	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupagecounty.gov
VENDOR CONTACT EMAIL: rayjr@pelvip.com	VENDOR WEBSITE:	DEPT REQ #: 7550	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract purchase order for rental of respiratory care equipment for the DuPage Care Center, for the period January 18, 2026 through January 17, 2027, for a total contract not to exceed \$35,000.00 per lowest bid #25-129-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This rental equipment are devices that are prescribed treatments for the residents to maintain good quality of care (Ci-pap & Bi-pap machines, etc. as well as providing Respiratory Therapist services to set up machine & to adjust settings & educate nursing staff as needed.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
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: Pulmonary Exchange, Ltd.	Vendor#: 11800	Dept: DuPage Care Center	Division: Nursing Department
Attn: Ray Kalinsky	Email: rayjr@pelvip.com	Attn: Connie Pureza	Email: connie.pureza@dupagecounty.gov
Address: 9480 Southwest Highway	City: Oaklawn	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60453	State: IL	Zip: 60187
Phone: 708-423-8888	Fax:	Phone: 630-784-4254	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Pulmonary Exchange, Ltd.	Vendor#: 11800	Dept: DuPage Care Center	Division: Nursing Department
Attn: Ray Kalinsky	Email: rayjr@pelvip.com	Attn: Annabel Leonida	Email: annabel.leonida@dupagecounty.gov
Address: 9480 Southwest Highway	City: Oaklawn	Address: 400 N. County Farm Road	City:
State: IL	Zip: 60453	State: IL	Zip: 60187
Phone: 708-423-8888	Fax:	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 18, 2026	Contract End Date (PO25): January 17, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Rental of respiratory care equipment	FY26	1200	2050	53410		32,000.00	32,000.00
2	1	EA		Rental of respiratory care equipment	FY27	1200	2050	53410		3,000.00	3,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 35,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Recommendation for the approval of a contract purchase order for rental of respiratory care equipment for the DuPage Care Center, for the period January 18, 2026 through January 17, 2027, for a total contract not to exceed \$35,000.00 per lowest bid #25-129-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. December 2, 2025 Human Services Committee December 9, 2025 County Board Meeting
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 COUNTY OF DUPAGE
FINANCE - PROCUREMENT
RESPIRATORY CARE EQUIPMENT
(RENTAL) 25-129-DCC
BID TABULATION**



NO.	ITEM	UOM	Pulmonary Exchange, Ltd. dba PEL/VIP Medical Staffing	
			DAILY RENTAL PRICE	MONTHLY RENTAL PRICE
1	BiPAP, basic	EA	\$ 15.00	\$ 450.00
2	C-PAP, basic	EA	\$ 10.00	\$ 300.00
3	Auto Titrate C-PAP	EA	\$ 10.00	\$ 300.00
4	AVAP Trilogy	EA	\$ 24.00	\$ 720.00
5	Bi-PAP with back-up rate rental (ST Bi-PAP)	EA	\$ 24.00	\$ 720.00
6	Oxygen – 5 Liter concentrator	EA	\$ 2.00	\$ 60.00
7	Oxygen – 10 Liter concentrator	EA	\$ 3.00	\$ 90.00
8	High-Flow Oxygen (Airvo 2)	EA	\$ 20.00	\$ 600.00
GRAND TOTAL			\$ 108.00	\$ 3,240.00

NOTES
 1. Pulmonary Exchange Ltd. dba PEL/VIP Medical Staffing's Daily Rental Price Grand Total was corrected from \$128.00 to \$108.00.
 2. Sleep RX LLC dba Aura Healthcare was deemed non-responsive due to not meeting bid specifications.
 3. Unlimited Advacare Inc. dba Advacare Systems was deemed non-responsive due to not meeting bid specifications.

Bid Opening 11/13/25 @ 2:30 PM	SR, HK, BR
Invitations Sent	10
Total Vendors Requesting Documents	2
Total Bid Responses	3



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-129-DCC
COMPANY NAME:	Pulmonary Exchange, Ltd
MAIN ADDRESS:	9840 Southwest Highway
CITY, STATE, ZIP CODE:	Oak Lawn, IL 60453
TELEPHONE NO.:	708-423-8888
BID CONTACT PERSON:	Ray Kalinsky
CONTACT EMAIL:	rayjr@pelvip.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Pulmonary Exchange, Ltd	NAME:	Pulmonary Exchange, Ltd
CONTACT:	Ray Kalinsky	CONTACT:	Michelle Korslin
ADDRESS:	9840 Southwest Highway	ADDRESS:	9840 Southwest Highway
CITY, ST., ZIP:	Oak Lawn, IL 60453	CITY, ST., ZIP:	Oak Lawn, IL 60453
PHONE NO.:	708-423-8888	PHONE NO.:	708-423-8888
EMAIL:	rayjr@pelvip.com	EMAIL:	michellekorslin@pelvip.com

Section III: Certification

The undersigned certifies that they are:

The Owner or Sole Proprietor

A Member authorized to sign on behalf of the Partnership

An Officer of the Corporation

A Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Ray Kalinsky

Signature on file

Signature: _____

Title: Ray Kalinsky COO

Date: 11/10/2025

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-129-DCC
COMPANY NAME:	Pulmonary Exchange, Ltd
CONTACT PERSON:	Ray Kalinsky
CONTACT EMAIL:	rayjr@pelvip.com

Section II: Pricing

F.O.B. Destination, delivered, and installed. Daily and Monthly Rental Price shall include equipment, related supplies, and respiratory therapist for set-up and education.

NO.	ITEM	UOM	DAILY RENTAL PRICE	MONTHLY RENTAL PRICE
1	BIPAP, basic	EA	\$ 15.00	\$ 450.00
2	C-PAP, basic	EA	\$ 10.00	\$ 300.00
3	Auto Titrate C-PAP	EA	\$ 10.00	\$ 300.00
4	AVAP Trilogy	EA	\$ 24.00	\$ 720.00
5	Bi-PAP with back-up rate rental (ST Bi-PAP)	EA	\$ 24.00	\$ 720.00
6	Oxygen – 5 Liter concentrator	EA	\$ 2.00	\$ 60.00
7	Oxygen – 10 Liter concentrator	EA	\$ 3.00	\$ 90.00
8	High-Flow Oxygen (Airvo 2)	EA	\$ 20.00	\$ 600.00
GRAND TOTAL			\$ 128.00	\$ 3,240.00
GRAND TOTAL (In words)		Three Thousand Two Hundred and forty		

Section III: Additional Rentals, Supplies, and Services

NO.	ITEM	UOM	DAILY RENTAL PRICE	MONTHLY RENTAL PRICE	
1	Compressor	EA	8.00	240.00	
2	Suction Machine	EA	8.00	240.00	
3	CPT Vest	EA	15.00	450.00	
4	Cough Assist Device	EA	15.00	450.00	
5	Bedside Pulse Oximeter	EA	8.00	240.00	
NO.	ITEM	QTY	UOM	PRICE	EXTENDED PRICE
6	Trach Tube	1	EA	\$ 75.00	75.00
7	Disposable Inner Cannulas	1	EA	\$ 6.50	6.50
8	Trach Ties	1	EA	\$ 2.40	2.40
9	Additional Respiratory Therapist Educational Services	1	HR	\$ 76.50	76.50

Section IV: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Signature on file

Printed Name: Ray Kalinsky

Signature: 

Title: Ray Kalinsky COO

Date: 11/10/2025



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-129-DCC
COMPANY NAME:	Pulmonary Exchange, Ltd
CONTACT PERSON:	Ray Kalinsky
CONTACT EMAIL:	rayjr@pelvip.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

Yes

No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- Yes
- No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on file

Printed Name: Ray Kalinsky

Signature: 

Title: Ray Kalinsky COO

Date: 11/10/2025



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0061-25

Agenda Date: 12/2/2025

Agenda #: 7.E.

AWARDING RESOLUTION ISSUED TO
MUSIC SPEAKS, LLC
TO PROVIDE MUSIC THERAPY SERVICES FOR THE RESIDENTS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$62,275.72)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Music Speaks, LLC, to provide music therapy services for the residents, for the period of January 12, 2026 through January 11, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide music therapy services, for the period of January 12, 2026 through January 11, 2027 for the DuPage Care Center per RFP #25-116-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Music Speaks, LLC, Post Office Box 986, Marion, Iowa 53202, for a contract total amount of \$62,275.72.

Enacted and approved this 9th day of December, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-2854	RFP, BID, QUOTE OR RENEWAL #: 25-116-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$62,275.72
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$260,538.72
	CURRENT TERM TOTAL COST: \$62,275.72	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Music Speaks, LLC	VENDOR #: 20683	DEPT: DuPage Care Center	DEPT CONTACT NAME: Susan Coblentz
VENDOR CONTACT: Stephanie Johnson	VENDOR CONTACT PHONE: 563-249-5781	DEPT CONTACT PHONE #: 630-784-4302	DEPT CONTACT EMAIL: susan.coblentz@dupagecounty.gov
VENDOR CONTACT EMAIL: stephanie@musicspeakstherapy.com	VENDOR WEBSITE:	DEPT REQ #: 7548	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Music Therapy Services for the residents at the DuPage Care Center, for the period January 12, 2026 through January 11, 2027, for a contract total not to exceed \$62,275.72, under RFP 25-116-DCC. (DuPage Care Center Foundation funded)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
Music Therapy is an established healthcare profession that uses music to address physical, emotional, cognitive and social needs of individuals of all ages. Music is used with elderly persons to increase or maintain their level of physical, mental and social/emotional function. The sensory and intellectual stimulation of music can help maintain a person's quality of life. With the advancements in medicine and the increased number of independent and assisted living facilities available to residents that fall into that category, the long-term care industry is caring for a population that is more medically compromised. Residents are less able to meet their own needs independently and are requiring more assistance to do so. IDPH Regulations require stimulation with lower functioning residents. (DuPage Care Center Foundation Funded)			

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	
SOURCE SELECTION	Describe method used to select source. RFP #25-116-DCC 32 invitations sent 1 documents requested 1 bid responses received RFP25-116-DCC was opened November 12, 2024 and 1 vendor submitted a proposal. The information submitted by each respondent was reviewed by both Procurement and the DuPage Care Center staff. Based on this detailed review, the most appropriate respondent was determined to be Music Speaks, LLC. In awarding a contract for these services, numerous factors that were taken into consideration when choosing a vendor, which were as follows: Firm Qualifications: Experience in similar environments and financial stability; Key Qualifications: staffing resources/accreditations and Marketing strategies and Project Understanding: Clarity and detailed scope, sustainability, outcomes and Goals and Philosophy.
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 a new contract with Music Speaks, LLC for the period January 12, 2026 through January 11, 2027. #2 Do not approve with Music Speaks, LLC; however DuPage Care Center would need to find a new service provider using the grant funds that were offered by the DuPage Care Center Foundation.

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: Music Speaks, LLC	Vendor#: 20683	Dept: DuPage Care Center	Division: Recreation
Attn: Stephanie Johnson	Email: stephanie@musicspeakstherapy.com	Attn: Susan Coblentz	Email: Susan.coblentz@dupagecounty.gov
Address: PO Box 986	City: Marion	Address: 400 N. County Farm Road	City: Wheaton
State: IA	Zip: 53202	State: IL	Zip: 60187
Phone: 563-249-5781	Fax:	Phone: 630-784-4308	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Music Speaks, LLC	Vendor#: 20683	Dept: DuPage Care Center	Division:
Attn: Stephanie Johnson	Email: stephanie@musicspeakstherapy.com	Attn: Susan Coblentz	Email: Susan.coblentz@dupagecounty.gov
Address: 315 E. 5th Street	City: Waterloo	Address: 400 N. County Farm Road	City: Wheaton
State: IA	Zip: 50703	State: IL	Zip: 60187
Phone: 563-249-5781	Fax:	Phone: 630-784-4302	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 12, 2026	Contract End Date (PO25): January 11, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Music Therapy Services	FY26	5000	2120	53090	DCCFMTG26	54,491.26	54,491.26
2	1	EA		Music Therapy Services	FY27	5000	2120	53090	DCCFMTG26	7,784.46	7,784.46
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 62,275.72

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Music Therapy Services for the residents at the DuPage Care Center, for the period January 12, 2026 through January 11, 2027, for a contract total not to exceed \$62,275.72, under RFP 25-116-DCC. (DuPage Care Center Foundation funded)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. December 2, 2025 Human Services Committee December 9, 2025 County Board
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 COUNTY OF DUPAGE
FINANCE - PROCUREMENT
MUSIC THERAPY SERVICES AT THE DUPAGE
CARE CENTER 25-116-DCC
BID TABULATION**

√

Criteria	Available Points	Music Speaks, LLC
Firm Qualifications	20	20
Key Qualifications	30	30
Project Understanding	30	30
Price	20	20
Total	100	100

Fee and Rate Proposal- Weekly Rate	\$ 1,197.61
Percentage of points	100%
Points awarded (wtd against lowest price)	20

NOTES

RFP Posted on 10/22/2025	DW,VC
Bid Opened On 11/12/2025, 2:30 PM by	
Invitations Sent	32
Total Requesting Documents	1
Total Bid Responses Received	1



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	25-116-DCC
COMPANY NAME:	Music Speaks, LLC
MAIN ADDRESS:	PO Box 986
CITY, STATE, ZIP CODE:	Marion, IA 52302
TELEPHONE NO.:	(563) 249-5781
CONTACT PERSON:	Stephanie Johnson
CONTACT EMAIL:	stephanie@musicpeakstherapy.com

Section III: Certification

The undersigned certifies that they are:

- The Owner or Sole Proprietor
 A Member authorized to sign on behalf of the Partnership
 An Officer of the Corporation
 A Member of the Joint Venture

Herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

_____ Stephanie Johnson (President or Partner)	_____ (Vice-President or Partner)
_____ (Secretary or Partner)	_____ (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 Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this 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 and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the 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 5/33 E-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 they have examined and carefully prepared this Proposal and have 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 they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the 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 Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Offeror: Stephanie Johnson

Signature:  _____

Title: Owner, Chief Executive Officer

Date: 11/11/2025



**Proposal: Music Therapy Services with DuPage Care Center
Music Speaks, LLC
Invitation #: 25-116-DCC**

Pricing Proposal:

Service of direct care music therapist to DPCC:

The weekly rate for music therapy services includes: treatment sessions, data collection and documentation, session preparation, staff and family communication, staff music therapy education, and Music Speaks' administration. More detailed description of services below. Further services not listed here or in the proposal packet may be discussed at the time of need. Music Speaks requests ongoing conversations about how the music therapist(s) will use their time.

Compensation:

Pricing**	<ul style="list-style-type: none"> • 2026 - \$1,197.61/wk • 2027 - \$1,233.54/wk • 2028 - \$1,270.55/wk • 2029 - \$1,308.66/wk • 2030 - \$1,347.92/wk
Total resident contact time per week	8 hrs 30 min
Sessions/ week	7-10 sessions/ wk (1.5 days/ wk) (groups + 1:1) Services provided weekly
Group session duration	50-60 min
Individual session duration	30-60 min average, can vary more greatly for clinical need

*** Bidder chose to include multiple years per instructions in document "Notice to Bidders" - Section 6 - "Requirements" bullet 5 (page 22 of 31).*

Description of Services:

Unless otherwise noted, all below services are included in the fee.

1. Treatment Process

- a. After referrals are received, the therapist evaluates the clients for appropriateness of continued services.
- b. The therapist creates functional goals and implements music and rhythm based interventions on a weekly basis.



Proposal: Music Therapy Services with DuPage Care Center

Music Speaks, LLC

Invitation #: 25-116-DCC

c. Documentation

- i. The music therapist will document individual responses after each session. Music Speaks creates and provides documentation forms. Findings will be submitted on a timeline agreed upon by Music Speaks and the care team to demonstrate what changes were observed after clients received music therapy. The music therapist will also communicate observations with staff directly.
- ii. The music therapist submits client progress reports.
- iii. Access to their client's medical history provides the music therapist essential information for efficiently developing appropriate and effective interventions, building rapport, and analyzing responses to interventions.

2. Communication

- a. The music therapist communicates with staff on resident diagnoses, goals, changes, outcomes, and schedule. This can be provided both verbally and/or in writing.. Music Speaks also continuously communicates and collaborates with administrative staff on a regular basis and as needed, pertaining to changes, concerns, questions, or ideas related to the music therapy services.
- b. If requested, Music Speaks may communicate with additional staff or administration, including but not limited to board or foundation members, grant writers, nursing staff, certified nursing assistants, and social workers. Provider may also communicate with family members of residents or other community members about general music therapy services. At all times, communication about specific clients and outcomes will only be done so with permission from the facility, and in compliance with HIPAA guidelines.
- c. If requested, the music therapist may submit additional information or reports written specifically for the resident's regularly scheduled care plan meeting. The therapist may attend care plan meetings to report on the residents' therapy outcomes, if available to schedule. (If highly utilized, may require additional fee).

3. Education

- a. In-services, continuing education, or open houses may be provided to the staff and community about music therapy, at no additional fee (though high utilization may require additional fees). This knowledge supports those involved to understand the value music therapy provides, how to appropriately refer residents, and what information is best to communicate with the therapist.
- b. Additionally, Music Speaks can provide education to staff and family members about how to incorporate music into their own daily care.



Proposal: Music Therapy Services with DuPage Care Center
Music Speaks, LLC
Invitation #: 25-116-DCC

4. **Marketing/ Fundraising Assistance** - Music Speaks recognizes music therapy is a highly visible, yet currently unique service provided in long term care. Often facilities want to promote their collaboration with the qualified therapists to the public. This can be done through newsletters, website language, radio interviews, video interviews, or family presentations.
5. **Consultation** (If highly utilized, may require additional fee) - Additional collaboration can be provided related to recommendations for other use of music throughout the facility. This may relate to recorded music used in residents' rooms, during other activities or exercises, or related to those who may tolerate or not tolerate high level sensory activities, such as music entertainment. Consultation may also relate to educating staff on specific cases of music during cares, showers, meals, etc.
6. **Family Interaction** - The residents in the session may not be the only clients in the room. Family or caregivers visiting may join in on the session with the referred residents, and also experience positive benefits. The therapist will work to incorporate the visitor into the interventions so that the resident and related visitor are increasing their positive interaction. If the related visitor prefers to simply watch the resident's response, there is no concern with this level of participation either.

Cancellation of Sessions:

In the event the facility is inclined to cancel a week of services at any time, rescheduling or virtual service will be encouraged and agreed upon by both parties to maintain treatment consistency. If group sessions are canceled, 1:1 sessions may also take that time during the week. Sessions that are successfully rescheduled and completed prior to the next scheduled session will not incur any additional charges. Service that cannot be rescheduled or held virtually may be canceled with a minimum of 24 hours notice for a \$750/ week time slot reservation fee. Full rate will be charged for cancellations made with less than 24 hour notice. No charges will incur for sessions canceled by the Music Therapy Provider or if a scheduled session falls on a federal holiday.



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-116-DCC
COMPANY NAME:	Music Speaks, LLC
CONTACT PERSON:	Stephanie Johnson
CONTACT EMAIL:	stephanie@musicspeakstherapy.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- Yes
- No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

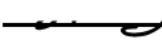
[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on file

Printed Name: Stephanie Johnson

Signature: 

Title: Owner, Chief Executive Officer

Date: 11/11/2025



Care Center Requisition Under \$30,000

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

File #: 25-2911

Agenda Date: 12/2/2025

Agenda #: 7.F.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-2848	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$17,302.34
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/02/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$17,302.34
	CURRENT TERM TOTAL COST: \$17,302.34	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Illinois Aging Services Network (ILASN)	VENDOR #: 28253	DEPT: DuPage Care Center	DEPT CONTACT NAME: Anita Rajagopal
VENDOR CONTACT: Lisa Cline	VENDOR CONTACT PHONE: 614-255-0324	DEPT CONTACT PHONE #: 630-784-4200	DEPT CONTACT EMAIL: anita.rajagopal@dupagecounty.gov
VENDOR CONTACT EMAIL: lcline@shcare.net	VENDOR WEBSITE:	DEPT REQ #: 7547	
<i>Overview</i>			
<p>DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Negotiate managed care contracts for Medicaid, eldercare advantage & commercial plans. ILASN will notify as to which payor contracts they agree to participate in as provider of health care services for the period January 1, 2026 through December 31, 2026, for a total amount not to exceed \$17,302.34, per Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).</p> <p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The payor source for over 80% of the residents at DPCC is Medicaid. As part of the Medicaid managed care expansion negotiates managed care contracts for Medicaid, Eldercare advantage and commercial plans. Each facility is expected to negotiate contracts individual MCO's This has been a very challenging process as DPCC is a stand alone facility and there is not a structured contracting process established by the State. Leading Age is building a network of not for profit facilities that can reach out to these MCOs to negotiate contracts. As part of this network, DPCC will have leverage to negotiate better rates and terms of reimbursement and will be able to negotiate multiple contracts in a timely manner, thereby offering improved choice to our residents. This in turn will help improve number of admissions Long Term Care, thereby improving occupancy rates and reimbursement. We will also be able to accept more patients into our Post Acute Unit, thereby improving our reimbursement and meeting our financial projections.</p>			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Customer Service
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 contract with Illinois Aging Services Network for negotiating managed care contract for Medicaid, eldercare advantage & commercial plans for the DPCC, for the period January 1, 2026 through December 31, 2026. 2) Do not approve contract with Illinois Aging Services Network for Medicaid, eldercare advantage & commercial plans for the DPCC, for the period January 1, 2026 through December 31, 2026, thereby severely limiting our ability to offer choices to residents, lowering our ability to negotiate rates, limiting patients that DPCC can accept into our Post Acute Unit and participation in incentive programs.

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: Illinois Aging Services Network (ILASN)	Vendor#: 28253	Dept: DuPage Care Center	Division: Administration
Attn: Lisa Cline	Email: lcline@shcare.net	Attn: Anita Rajagopal	Email: anita.rajagopal@dupagecounty.gov
Address: 17 South High Street, Suite 1000	City: Columbus	Address: 400 N. County Farm Road	City: Wheaton
State: OH	Zip: 43215	State: IL	Zip: 60187
Phone: 614-255-0324	Fax:	Phone: 630-784-4200	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Illinois Aging Services Network (ILASN)	Vendor#: 28253	Dept: DuPage Care Center	Division: Administration
Attn: Lisa Cline	Email:	Attn: Anita Rajagopal	Email: anita.rajagopal@dupagecounty.gov
Address: 17 South High Street, Suite 1000	City: lcline@shcare.net	Address: 400 N. County Farm Road	City: Wheaton
State: OH	Zip: 43215	State: IL	Zip: 60187
Phone: 614-255-0324	Fax:	Phone: 630-784-4200	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 1, 2026	Contract End Date (PO25): December 31, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Negotiate of managed Care Contracts with various payor in Illinois	FY26	1200	2000	53600		17,302.34	17,302.34
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 17,302.34

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Negotiate managed care contracts for Medicaid, eldercare advantage & commercial plans. ILASN will notify as to which payor contracts they agree to participate in as provider of health care services for the period January 1, 2026 through December 31, 2026, for a total amount not to exceed \$17,302.34, per Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. December 2, 2025 Human Services Committee
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.

2026 Renewal Dues Notice

Dear DuPage County,

Thank you for your membership in ILASN. Together, as the only post-acute long-term care network in Illinois, we have accomplished great things! Our impressive list of accomplishments in managed care contracting, credentialing, and quality are attached for your review. The next year's focus will be enhancing revenue on our existing contracts and working towards quality-based reimbursement.



ILASN is excitedly approaching our new fiscal year, January 1, 2026 – December 31, 2026, and it is time for our annual dues' renewal. Bed Census according to the Medicaid Cost Report is used to determine bed counts for annual ILASN Membership Dues. We have attached the dues policy for your review.

Your dues for the Illinois Aging Services Network are:

Invoice Number: 1649267980FY25

DuPage County

DBA: DuPage Care Center
400 North County Farm Road
Wheaton, Illinois 60187-0000

PURCHASE ORDER #: 6839-0001 SERV

NPI #: 1649267980

SNF/ICF Facility Fee: \$3,650.00
SNF Census Fee: 76,663/365 Days x \$65.00 = \$13,652.34
AL Facility Fee: \$0
HH Agency Fee: \$0
SLF Facility Fee: \$0

Annual Dues: **\$17,302.34**

Please remit your dues to:

*Illinois Aging Services Network, LLC
C/O Lisa Cline
17 South High Street, Suite 1000
Columbus, Ohio 43215*

If you have any questions, please contact Joe Russell at joe.russell@shcare.net or Lisa Cline at lcline@shcare.net.

Thank you,

Barry VanderGenugten, ILASN Board Chair



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Illinois Aging Services Network
CONTACT PERSON:	Lisa Cline
CONTACT EMAIL:	lcline@shcare.net

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- Yes
 No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- Yes
- No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:
https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on file

Printed Name: Lisa Cline Signature _____

Title: Office Manager Date: November 18, 2025