

RESOLUTION NO. 25 - 36

**A RESOLUTION OF THE CITY OF NAPERVILLE
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NAPERVILLE AND DUPAGE COUNTY FOR THE
ADMINISTRATION OF A GRANT TO NAPERVILLE COMMUNITY TELEVISION
THROUGH THE DUPAGE COUNTY MEMBER INITIATIVE PROGRAM**

BE IT RESOLVED by the Mayor and City Council of the City of Naperville, DuPage and Will Counties, Illinois, in exercise of its home rule authority, as follows:

SECTION 1: The Intergovernmental Agreement between the City of Naperville and DuPage County for Community Television Grants, attached hereto and made a part hereof as Exhibit A (the "Agreement"), is hereby approved, subject to minor revisions as may be approved by the City Attorney.

SECTION 2: The Mayor of the City of Naperville is hereby authorized to execute, and the City Clerk to attest, the Agreement on behalf of the City of Naperville as provided herein.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED this 16th day of September 2025.

AYES: Wehrli, Gibson, Holzhauer, Jain, Kelly, McBroom, Syed, White, Wilson

APPROVED this 17th day of September 2025.

Scott A. Wehrli
Mayor

Dawn C. Portner
City Clerk



**INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND
THE CITY OF NAPERVILLE, ILLINOIS FOR COMMUNITY TELEVISION GRANTS**

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 19th day of September, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and CITY OF NAPERVILLE, a municipal corporation, with offices at 400 S. Eagle St., Naperville, Illinois (hereinafter referred to as the "CITY").

RECITALS

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the CITY authority to provide funds for community television facilities (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and CITY have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the CITY shall undertake the PROJECT and the COUNTY shall reimburse the CITY for PROJECT expenses up to twenty thousand dollars (\$20,000) in accordance with the terms and conditions of this AGREEMENT; and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

(\$20,000.00). In the event PROJECT costs total less than twenty thousand dollars (\$20,000.00), the CITY's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The CITY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the CITY and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the CITY shall require that its consultants and contractors indemnify, defend and hold harmless the CITY and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the

15.0 NO THIRD-PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

CITY of NAPERVILLE

Deborah Conroy
Chairman

Scott Wehrli
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Dawn Partner
City Clerk



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	City of Naperville to administer a grant for Naperville Community Television (NCTV17)
Contact Person	Liz Spencer
Address	127 Ambassador Drive, Suite 103
City	Naperville
Phone Number	630.355.2124 (Office) 630.240.0568 (Mobile)
Email	ebspencer@nctv17.org

SECTION II Project Description

Project Title	Equipment Purchase
Cost of the Project	\$20,000.00
Brief Description of the Scope of Initiative	Update equipment, including laptops, etc.
Desired Outcomes	Equipment upgrades

SECTION III Signature

Member Name	Dawn DeSart and Sadia Covert
District	5
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- **Letters of Engagement from all involved organizations**
- **Vendor Ethics Disclosures**
- **Bid Documents**
- **Proof of Good Standing with IL Secretary of State for all partner organizations**
- **Tax Documents (such as W-9 forms, where applicable)**



DuPage County Members' Initiative Grant letter

Dawn DeSart
DuPage County Board Member, District 5

Dear Dawn,

I am requesting a \$59,000 grant from DuPage County's Member Initiative program to support NCTV17's critical role in providing hyper-local news coverage that informs and connects the Naperville area. As DuPage County and Naperville continue to grow and evolve, the need for trusted, community-centered journalism becomes even more essential—informing on the issues, decisions, and people shaping our government, economy, schools, businesses, and social services.

As a small newsroom, we are responsible for covering Naperville—the largest city in DuPage County and the state's second-largest economic engine. It's a big job, but we remain committed to providing in-depth, unbiased reporting on the stories that shape our community.

Through our community-focused journalism, NCTV17 has covered important stories such as residents' reactions to [Naperville City Council's upcoming energy contract](#), [a local entrepreneur bringing a national franchise to town](#), [DuPage County and DuPage Foundation](#) helping to fund a local shelter, and [proposed changes to the Naperville 203 school day](#). This kind of in-depth reporting not only keeps residents informed but also strengthens civic engagement and government transparency.

Unlike many traditional news sources, NCTV17 provides all of its programming free of charge, with no paywalls or subscription fees. Every resident—regardless of income—has access to accurate, timely, and community-driven news so they can participate in civic life. In a time when local journalism is shrinking, NCTV17 remains steadfast in its mission to serve the residents of Naperville and DuPage County because we believe a healthy democracy relies on an informed and engaged community.

To continue this essential work, we need to invest in both people and technology. This funding would allow us to hire an additional reporter for one year (\$44,000), ideally, a local college graduate who will strengthen our coverage while benefiting from NCTV17's proven training program to develop the next generation of journalists. The grant would also upgrade essential equipment (\$15,000), replacing three aging news laptops with professional-grade technology to ensure our team can efficiently produce high-quality video news content.

These investments are not just about upgrading technology or expanding our newsroom—they're about strengthening the foundation of local news that keeps our community informed, connected, and empowered. This initiative will directly support the production of journalism that shapes a more engaged, transparent, and vibrant Naperville and DuPage County.

Thank you for your time and consideration.

Sincerely,

Liz

Elizabeth B. Spencer

Executive Director

Naperville Community Television

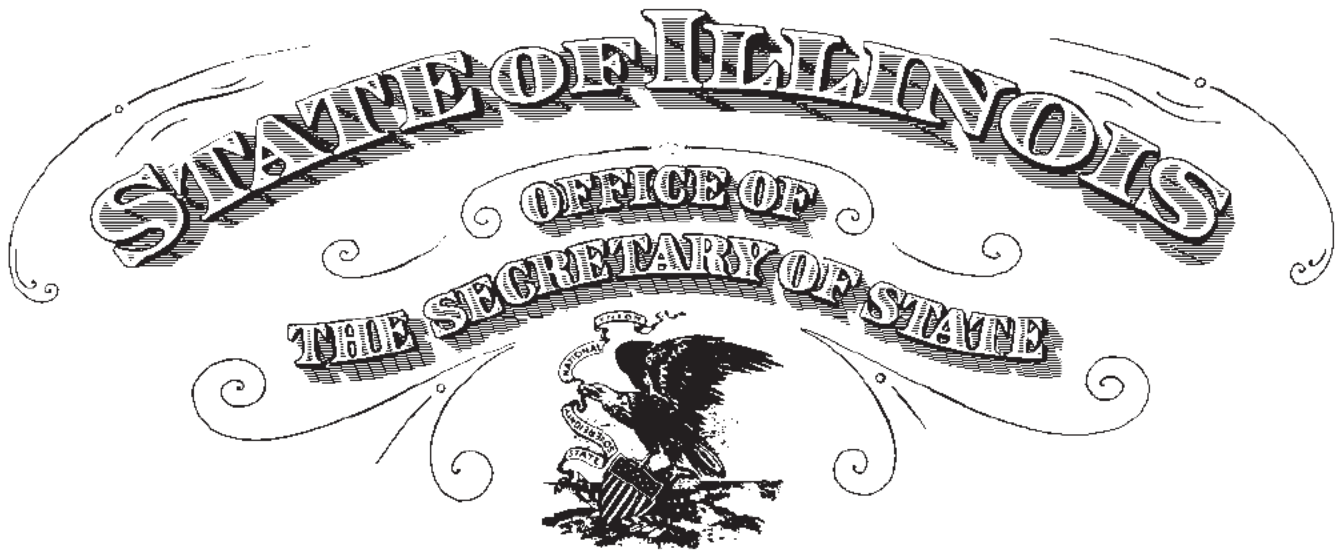
**Delivering community-centered journalism that
reflects diverse voices to foster shared
understanding and civic engagement.**

 127 Ambassador Drive, Suite 103, Naperville, IL 60540

 630.355.2124  info@nctv17.org  NCTV17.org

A 501(c)(3) nonprofit organization

Component	Part	#	Quantity	Price	Total	Notes
Lenovo Laptop	Lenovo Legion Pro 7i 16" Gaming Laptop Computer - Eclipse Black; Intel Core Ultra 9 275HX 2.1GHz Processor; NVIDIA GeForce RTX 5090 24GB GDDR7; 64GB DDR5-6400 RAM; 2x 1TB Solid State Drive	2		\$3,200.00	\$6,400.00	Editing laptop
MSI Vision ZS 9NVR-1293US Gaming PC	AMD Ryzen 9 9900X 4.4GHz Processor; NVIDIA GeForce RTX 5070 Ti 16GB GDDR7; 64GB DDR5-6000 RGB RAM; 2TB Solid State Drive	3		\$2,399.00	\$7,197.00	Desktop: MSRP 3299
Monitor	Asus VA27EHF 27.0" 1920 x 1080 100.Hz Monitor	6		\$139.00	\$834.00	Monitors
Keyboard/Mouse	Logitech MK235 Wireless Keyboard and Mouse Combo	2		\$23.00	\$46.00	Wireless keyboard/mouse combo
Lenovo ThinkPad T16 G3 16" Laptop	Intel Core Ultra 7 155U 1.7GHz Processor; 32GB DDR5 RAM; 1TB Solid State Drive; Intel Graphics	2		\$1,299.00	\$2,598.00	Laptop for Jane and ED
Graphics Card	ASUS GeForce GTX 1060 6GB Dual-Fan Graphics Card	1		\$175.00	\$175.00	Replacement for Mario
Hard Drives	Seagate Portable 2TB External Hard Drive HDD — USB 3.0	3		\$80.00	\$240.00	External Hard Drives
NewBlueFX Captivate Broadcast Upgrade		1		\$2,499.00	\$2,499.00	
				Total	\$19,989.00	
				Budget	\$20,000.00	
				Difference	\$11.00	



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

NAPERVILLE COMMUNITY TELEVISION, A NOT-FOR-PROFIT CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 30, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 19TH
day of JUNE A.D. 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:	
COMPANY NAME:	Naperville Community Television, Channel 17 (NCTV17)
CONTACT PERSON:	Elizabeth Spencer
CONTACT EMAIL:	ebspencer@nctv17.org

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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.

Printed Name: Elizabeth Spencer

Signature: _____

Title: Executive Director

Date: 6/12/25